

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Security Holdings, Inc.		08/31/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Royal Bank of Scotland plc, as first lien collateral agent and second lien collateral agent
<b>Street Address:</b>	101 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10178
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2303679	ATLANTIC SECURITY
Registration Number:	2812128	MARKET MASTER
Registration Number:	2342949	OUTSOURCE PARTNERS, INC.
Registration Number:	2342946	OUTSOURCE PARTNERS
Registration Number:	2476272	PAST POSITIVE
Registration Number:	2585122	RESPONSIVE MANAGEMENT
Registration Number:	2348358	

**CORRESPONDENCE DATA**

**Fax Number:** (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 714-540-1235  
**Email:** ipdocket@lw.com  
**Correspondent Name:** Julie L. Dalke  
**Address Line 1:** 650 Town Center Drive, Suite 2000

OP \$190.00 2303679

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: Anna T Kwan

Signature: /atk/

Date: 09/01/2005

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 31, 2005 is entered into by U.S. Security Holdings, Inc. and U.S. Security Associates, Inc and certain of their affiliates (collectively, the "Grantors") and The Royal Bank of Scotland plc, as first lien collateral agent for the First Lien Secured Parties (in such capacity the "First Lien Collateral Agent") and as second lien collateral agent for the benefit of the Second Lien Secured Parties (in such capacity the "Second Lien Collateral Agent" and, together with the First Lien Collateral Agent, the "Secured Parties").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of August 31, 2005 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to each Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interests granted hereby are granted in conjunction with each security interest granted to each Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed

by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

U.S. SECURITY HOLDINGS, INC.

By: Kenneth W. Oringer  
Kenneth W. Oringer  
Executive Vice President, Chief Financial Officer  
and Secretary

U.S. SECURITY ASSOCIATES HOLDINGS, INC.

By: Kenneth W. Oringer  
Kenneth W. Oringer  
Executive Vice President, Chief Financial Officer  
and Secretary

OUTSOURCE PARTNERS, INC.

ARKO EXECUTIVE SERVICES, INC.

U.S. SECURITY ASSOCIATES, INC.


OSP SECURITY, INC.

By: Kenneth W. Oringer  
Kenneth W. Oringer  
Executive Vice President, Chief Financial Officer  
and Secretary

THE ROYAL BANK OF SCOTLAND PLC,  
as the First Lien Collateral Agent and the  
Second Lien Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

THE ROYAL BANK OF SCOTLAND PLC,  
as the First Lien Collateral Agent and the Second Lien  
Collateral Agent



By: \_\_\_\_\_

Name: Curt Lueker

Title: Director

<b>MARK</b>	<b>Registration/ Appl. Number</b>	<b>Date Registered or Filed</b>	<b>IC</b>
<b>Advance</b>	1,513,205	11/15/1988	42
<b>Advance</b>	691,812	1/19/1960	42
<b>Advance Security</b>	1,530,244	3/14/1989	42
<b>Advance Security and Shield Design</b>	1,070,786	8/2/1977	42
<b>Advanced Security and Star Design</b>	1,230,573	3/8/1983	42
<b>America's Team</b>	2,807,698	1/27/2004	42
<b>Atlantic Security</b>	2,303,679	1/28/1999	42
<b>Enterprise Security Manager</b>	2,932,146	3/8/2005	9
<b>Great Guards</b>	2,935,679	3/29/2005	35, 45
<b>Healthcare Security H USA design</b>	2,123,215	1/23/1997	42
<b>Market Master</b>	2,812,128	2/10/2004	35
<b>OutSource logo</b>	2,342,949	4/18/2000	37,42
<b>OutSource Partners</b>	2,342,946	4/18/2000	37,42
<b>Past Positive</b>	2,476,272	8/1/2001	35
<b>Past Positive-Online</b>	78/624984	5/5/2005	9,35
<b>Post-Positive</b>	2,083,926	7/29/1997	42
<b>Premier</b>	78/512418	11/5/2004	45
<b>Premier Residential Security USA</b>	2,173,942	7/14/1998	42
<b>Premier Residential Security USA</b>	2,384,559	9/12/2000	42
<b>Premier Residential Security USA</b>	2,198,379	10/20/1998	42
<b>Protect</b>	847,640	4/16/1968	16
<b>Responsive Management</b>	2,585,122	6/25/2002	42
<b>Responsive Management Swirl</b>	2,348,358	5/9/2000	37,42
<b>Security Engineers</b>	2,100,491	9/23/1997	42
<b>The Protection People</b>	1,362,590	9/24/1985	42
<b>Tour-Positive</b>	78/512390	11/5/2004	42
<b>U. S. Security Associates and design (shield patch)</b>	2,793,613	12/16/2003	42
<b>U. S. Security Associates</b>	2,790,176	12/9/2003	42
<b>USA design</b>	1,940,757	12/12/1995	42
<b>USA U.S. Security Associates design (flag draped)</b>	2,849,430	6/1/2004	45
<b>USALink We're Only One "Click" Away</b>	78/294,497	8/31/2003	45