

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
East Coast Fire Protection, Inc.		10/05/2005	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Harris N.A., as administrative agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2461811	SOUTHEAST FIRE SPRINKLERS, INC.	
Serial Number:	78460446	LIFEGUARD SERVICES	
Serial Number:	78460494	LIFEGUARD INSPECTION & SERVICE	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1616341		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$90.00 2461811

900033656

TRADEMARK
REEL: 003173 FRAME: 0067

Signature:

/richard kalwa/

Date:

10/10/2005

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 5th day of October, 2005, East Coast Fire Protection, Inc., a Virginia corporation ("*Debtor*") with its principal place of business and mailing address at 3017 Vernon Road, Suite 100, Richmond, Virginia 23228, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors under the Security Agreement (as hereinafter defined) (acting in such capacity and any successor or successors acting in such capacity, the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith by and among Debtor, the other Debtors party thereto, and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any Trademark.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

EAST COAST FIRE PROTECTION, INC.

By James E. Toups
Its President

James E. Toups
(Type or Print Name)

HARRIS N.A., as Administrative Agent

By _____
Its _____

(Type or Print Name)

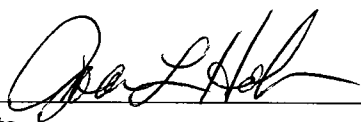
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

EAST COAST FIRE PROTECTION, INC.

By _____
Its _____

(Type or Print Name)

HARRIS N.A., as Administrative Agent

By  _____
Its _____
Joann L. Holman
Director

(Type or Print Name)

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
SOUTHEAST FIRE SPRINKLERS, INC.	2,461,811	6/19/01

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
LIFEGUARD SERVICES	78460446	8/2/04
LIFEGUARD INSPECTION & SERVICES*	78460494	8/2/04

* Application no longer being pursued and will be abandoned.

COMMON LAW MARKS AND TRADE NAMES

East Coast Fire Protection
Southeast Fire Protection
Southeast Fire Protection, Inc.
East Coast Fire Protection LLC
East Coast Fire Protection, Inc.

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

None.

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None.

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.