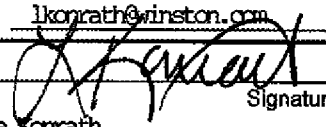


Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY *80034 245 (2)*

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Security Alarm Financing Enterprises, L.P. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership CA <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>General Electric Capital Corporation,</u> Internal _____ as agent Address: <u>Suite 23</u> Street Address: <u>401 Merritt Seven</u> City: <u>Norwalk</u> State: <u>CT</u> Country: <u>U.S.</u> Zip: <u>06856</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>September 20, 2005</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - <u>Second Amended and Restated Trademark Security Agreement</u>		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____ _____			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konzath</u> Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>(312) 558-6352</u> Fax Number: <u>(312) 558-5700</u> Email Address: <u>lkonzath@winston.com</u>		6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ <u>215</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
9. Signature:  _____ Laura Konzath Name of Person Signing		8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>lkonzath</u> Date <u>10/4/05</u> Total number of pages including cover sheet, attachments, and document: 	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5895, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$215.00 232428 75867527

Continuation
Item 4

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT, AMENDED SEPTEMBER 14, 2005

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS
LIGHTHOUSE DESIGN	75/867527 12/09/1999	2505890 11/13/2001	Registered Next Due Date: Section 8 & 15 Open 11/13/2006
S SAFE (STYLIZED)	75/517139 07/10/1998	2386889 09/19/2000	Registered Next Due Date: Section 8 & 15 Open 09/19/2005
SAFE	75/517045 07/10/1998	2432599 03/06/2001	Registered Next Due Date: Section 8 & 15 Open 03/06/2006
SAFE & DESIGN	76/170348 11/22/2000	2939036 04/12/2005	Registered Next Due Date: Section 8 & 15 Open 04/12/2010
SAFE FINANCIAL	76/170214 11/22/2000	2852346 06/15/2004	Registered Next Due Date: Section 8 & 15 Open 06/15/2009
SAFE SECURITY	78/591366 03/21/2005		Pending Next Due Date: Priority Filing Deadline 09/21/2005
SAFE SERVICE	76/241616 04/16/2001		Pending (Published)
skip SAFEFINANCIAL. BIZ		01/04/2002	Inactive
SECURITY ALARM FINANCING ENTERPRISES	76/211920 02/15/2001	2757962 09/02/2003	Registered Next Due Date: Section 8 & 15 Open 09/02/2008

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None	December 30, 1999	Security Alarm Financing Enterprises, Inc. (Assignor/Licensor) Security Alarm Financing Enterprises, L.P. (Assignee/Licensee)

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of September 20, 2005, by SECURITY ALARM FINANCING ENTERPRISES, L.P., a California limited partnership ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Subordinated Credit Agreement dated as of November 25, 2002 by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified through the date hereof, the "Prior Credit Agreement"), Lenders agreed to make the Loans for the benefit of Grantor;

WHEREAS, in order to induce Agent and Lenders to make the Loans as provided for in the Prior Credit Agreement, Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Trademark Security Agreement dated as of November 25, 2002 (the "Prior Trademark Security Agreement");

WHEREAS, Grantor, Agent and Lenders are concurrently entering into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"); and

WHEREAS, as a condition to Agent and Lenders entering into the Credit Agreement, Grantor has agreed to amend and restate the Prior Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to that certain Amended and Restated Security Agreement dated as of November 25, 2002 (the "Security Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENT AND RESTATEMENT. This Trademark Security Agreement amends, restates, supersedes and replaces in its entirety the Prior Trademark Security Agreement. The Liens and security interests as granted under the Prior Trademark Security Agreement securing payment of the "Obligations" (as defined in the Prior Credit Agreement) are in all respects continuing and in full force and effect and secure payment of the Obligations thereunder.

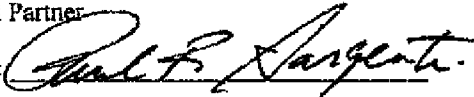
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SECURITY ALARM FINANCING
ENTERPRISES, L.P.

By Security Alarm Financing Enterprises, Inc.,

its General Partner

By: 

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____

Title: _____

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P.05

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SECURITY ALARM FINANCING
ENTERPRISES, L.P.

By Security Alarm Financing Enterprises, Inc.,

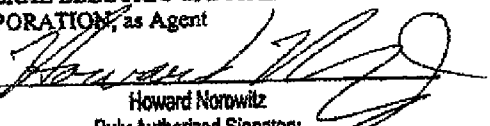
Its General Partner

By: _____

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Howard Norowitz

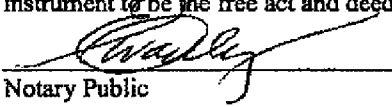
Title: Duly Authorized Signatory

EXECUTION COPY

ACKNOWLEDGMENT OF GRANTOR

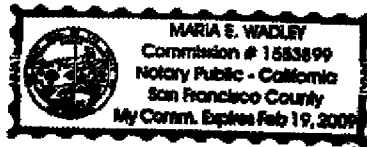
STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On this 16th day of September, 2005 before me personally appeared Paul F. Sargenti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Security Alarm Financing Enterprises, Inc., as general partner of Security Alarm Financing Enterprises, L.P., who being by me duly sworn did depose and say that he is an authorized officers of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}



TRADEMARK

REEL: 003204 FRAME: 0065

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT, AMENDED SEPTEMBER 14, 2005

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SAFE SERVICE	76/241616 04/16/2001		Pending (Published)
SKIP SAFEFINANCIAL. BIZ		01/04/2002	Inactive
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<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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