

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
Superior Fire Protection, Inc.		12/21/2005	CORPORATION: ARKANSAS
RECEIVING PARTY DATA			
Name:	Golub Capital Incorporated, as Agent		
Street Address:	551 Madison Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1827732	SUPERIOR FIRE PROTECTION	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	One International Place		
Address Line 2:	Proskauer Rose LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	31199/019		
NAME OF SUBMITTER:	Christine Slattery		
Signature:	/Christine Slattery/		

CH \$40.00 1827732

Date:

01/05/2006

Total Attachments: 7

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Execution copy

This instrument and the rights and obligations evidenced hereby and any security interests or other liens securing such obligations are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of December 21, 2005 among Golub Capital CP Funding LLC, LEG Partners III SBIC, L.P., Golub Capital Incorporated, American Fire Protection Group, Inc. ("AFPG"), the subsidiaries of AFPG party to the Subordination Agreement (together with AFPG, the "Companies" and each, a "Company"), and General Electric Capital Corporation ("Agent"), to the indebtedness (including interest) owed by the Companies, and the security interests and liens securing such indebtedness, pursuant to and in connection with that certain Amended and Restated Credit Agreement dated as of December 21, 2005 among AFPG, Inc., a Delaware corporation and corporate subsidiary of AFPG, Agent and the lenders from time to time party thereto, as such Amended and Restated Credit Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 21st day of December, 2005 by Superior Fire Protection, Inc., an Arkansas corporation ("Grantor") in favor of Golub Capital Incorporated, a New York corporation, in its capacity as Agent for the Purchasers party to the Purchase Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and certain affiliated entities, (collectively, the "AFPG Parties"), Grantee and Purchasers are parties to a certain Securities Purchase Agreement of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the "Purchase Agreement"), providing for the purchase of certain securities by Purchasers from the AFPG Parties;

WHEREAS, the execution and delivery of this Agreement by Grantor is a condition precedent to Grantee and Purchasers entering into the Purchase Agreement and the purchase of the Securities (as defined in the Purchase Agreement) thereunder; and

WHEREAS, pursuant to the terms of the Master Security Agreement of even date herewith between Grantor, the other AFPG Parties and Grantee (as the same may be amended, restated or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Purchase Agreement;

NOW, THEREFORE, to induce Agent and Purchasers to enter into the Purchase Agreement and in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Purchase Agreement and Security Agreement. The Purchase Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Secured Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Secured Obligations shall have been satisfied in full and the Purchase Agreement and all commitments thereunder shall have been terminated, Grantor shall not, without the prior

written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Obligations shall have been paid in full and the Credit Agreement and all commitments thereunder have been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

8. Senior Subordination Agreement. Notwithstanding anything contained herein to the contrary, the security interests and the liens granted hereunder are subject to the

terms of the Senior Subordination Agreement. Upon the payment in full in cash (or such other consideration as may be approved by the Senior Agent) and termination by the Senior Agent of the Obligations under the Senior Credit Agreement, this agreement and the liens and the security interests created hereunder for the benefit of the Agent and the rights and privileges of the Agent evidenced hereby shall no longer be subordinated pursuant to the terms of the Senior Subordination Agreement. All terms, conditions and provisions of this Agreement are subject to the terms, conditions and provisions of the Senior Subordination Agreement and the rights of the Senior Agent (for the benefit of itself and the Senior Lenders) thereunder. In the event of any conflict between the terms of this Agreement and the Senior Subordination Agreement, the terms of the Senior Subordination Agreement shall govern and control.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SUPERIOR FIRE PROTECTION, INC.

By
Its

Betsy S Cooley
Secretary

Agreed and Accepted
As of the Date First Written Above

GOLUB CAPITAL INCORPORATED,
as Agent

By _____
Its Chief Investment Officer

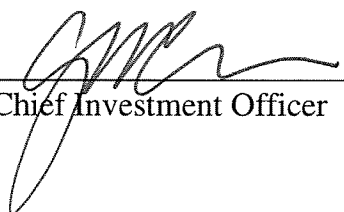
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SUPERIOR FIRE PROTECTION, INC.

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

GOLUB CAPITAL INCORPORATED,
as Agent

By  _____
Its Chief Investment Officer

Execution copy

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Superior Fire Protection	1827732	March 22, 1994

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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