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
VIDEO MONITORING SERVICES OF AMERICA, L.P.		06/30/2005	LIMITED PARTNERSHIP: NEW YORK

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	750 Walnut Avenue
City:	Cranford
State/Country:	NEW JERSEY
Postal Code:	10036
Entity Type:	national banking association: NEW JERSEY

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1287482	VMS
Registration Number:	1988254	VMS INTELLISENSE
Serial Number:	76230940	FORECAST
Serial Number:	76235199	VMS
Serial Number:	76237581	INSIGHT BEGINS WITH KNOWLEDGE
Registration Number:	1379492	ADBANK
Registration Number:	1473441	MEDIA SCAN
Registration Number:	2254779	VMS ADBANK
Serial Number:	78295563	CLIP BOOK
Serial Number:	78244292	INSIGHT
Serial Number:	78251374	VMS QUICKVIEW

CH $290.00 1287482

CORRESPONDENCE DATA

Fax Number: (973)491-3490

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9734913326
Email: blp@stjohnlaw.com
Correspondent Name: Brian L. Petrequin, Esq.
Address Line 1: Two Penn Plaza East, 10th Floor
Address Line 4: Newark, NEW JERSEY 07105

ATTORNEY DOCKET NUMBER:	05059.0030
NAME OF SUBMITTER:	Brian L. Petrequin, Esq.
Signature:	/Brian L. Petrequin, Esq./
Date:	03/10/2006

Total Attachments: 9
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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, VIDEO MONITORING SERVICES OF AMERICA, L.P., a New York limited partnership having a principal place of business at 330 West 42nd Street, New York, New York 10036 (herein referred to as the "Grantor"), owns the Trademarks, Trademark registrations and the Trademark applications listed on Schedule I annexed hereto; and

WHEREAS, Grantor and BANK OF AMERICA, N.A. (formerly known as Fleet National Bank), having an office at 750 Walnut Avenue, Cranford, New Jersey 07016 (herein referred to as "Lender"), are parties to an Amended and Restated Security Agreement and Assignment of Contracts dated as of March 18, 2004 (as amended on the date hereof and as the same has been amended from time to time, the "Security Agreement") executed in connection with a certain Amended and Restated Revolving Credit and Term Loan Agreement of even date therewith (as the same has been amended from time to time the "Original Loan Agreement") wherein Lender agreed, subject to the terms and conditions specified therein and in the Loan Documents (as defined in the Original Loan Agreement); to extend in favor of Grantor a senior secured revolving credit facility in the principal amount of up to $11,000,000 and a term loan in a principal amount of $5,800,000; and

WHEREAS, the Original Loan Agreement was amended pursuant to Amendment No. 1 to Revolving Credit and Term Loan Agreement dated as of June 23, 2004 among the Borrower, Lender and the other parties thereto (the Original Loan Agreement as so amended the "Amended Loan Agreement"); and

WHEREAS, the Borrower and Lender intend to further modify, amend and extend the Amended Loan Agreement to provide for, *inter alia*, an additional secured term loan in the principal amount of $4,500,000 pursuant to a Second Amended and Restated Revolving Credit and Term Loan Agreement dated of even date herewith (as may be modified, amended, restated and supplemented from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and Loan Agreement, Grantor has granted Lender a security interest in all assets of the Grantor, including all right, title and interest of Grantor in, to and under all General Intangibles (as defined in the Security Agreement) and Trademarks (as defined in the Security Agreement) whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including without limitation, any and all claims and causes of action which may exist by reason of infringement, violation or dilution thereof or injury to the associated goodwill, to secure the payment of all Loans (as defined in the Security Agreement) and other sums due thereunder; and

WHEREAS, in order to effectuate the grant to Lender of a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined

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below), whether presently existing or hereafter arising or acquired, Grantor has executed and delivered this agreement (this "Trademark Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Lender a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application including but not limited to those referred to in Schedule I annexed hereto (which Grantor hereby represents includes all correct and complete information concerning any trademark, trademark registration, and trademark applications in which it has any beneficial interest), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in Schedule I annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed on Schedule I annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing; and

(a) Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Trademark Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Grantor, to do the following:

(i) Upon the occurrence and continuance of a Potential Event of Default, Default or an Event of Default, under the Security Agreement to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any license and, in the name of Grantor or its own name or as otherwise deemed appropriate by

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Lender for the purpose of collecting any and all such moneys due under any license whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Trademark Collateral, to effect any repairs or any insurance called for by the terms of this Trademark Security Agreement or the Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of a Potential Event of Default, Default or an Event of Default, under the Security Agreement, (A) to direct any party liable for any payment under any of the licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Trademark Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Trademark Collateral or any part thereof and to enforce any other right in respect of any Trademark Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Trademark Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademark Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Trademark Collateral and Lender's security interest therein, in order to effect the intent of this Trademark Security Agreement, all as fully and effectively as Borrower might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Trademark Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect its interests in the Trademark Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Grantor also authorizes Lender to execute, in connection with the sale provided for in the Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Trademark Collateral.

Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor is executing and delivering to Lender, in the form of Schedule II hereto, three (3)

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originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademark Collateral pursuant to the terms of the Security Agreement.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender 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.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the 30th day of June, 2005.

GRANTOR:

VIDEO MONITORING SERVICES OF AMERICA, L.P.,
a New York limited partnership

By: VIDEO MONITORING SERVICES OF AMERICA, INC, as General Partner

By: _____
Name: Peter Wengryn
Title: President

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STATE OF NEW JERSEY :
: ss.
COUNTY OF ESSEX :

BE IT REMEMBERED, that on this 30th day of June, 2005, before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6.1 to take acknowledgments for use in the State of New Jersey, personally appeared **Peter Wengryn**, who, I am satisfied is the person who executed the within instrument as the President of Video Monitoring Services of America, Inc, the general partner and on behalf of Video Monitoring Services of America, L.P., the limited partnership named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said instrument made by the said limited partnership and sealed with its corporate seal and delivered by him as such officer, is the voluntary act and deed of said limited partnership, made by virtue of authority from the Board of Directors of its general partner, and limited partners, if applicable, for the uses and purposes therein expressed.

Notary Public or Attorney at Law of the
State of New Jersey

700426-2

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

TRADEMARK	REGISTRATION NO./SERIAL NO.
VMS	Reg. 1,287,482
VMS INTELLISENSE (and design)	Reg. 1,988,254
FORECAST	Serial # 76/230,940
VMS (and design)	Serial # 76/235,199
INSIGHT BEGINS WITH KNOWLEDGE	Serial # 76/237,581
ADBANK	Reg. 1,379,492
MEDIA SCAN	Reg. 1,473,441
VMS ADBANK	Reg. 2,254,779
CLIP BOOK	Serial # 78/295,563
INSIGHT (and design)	Serial # 78/244,292
VMS QUICK VIEW (and design)	Serial # 78/251,374

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY :
: ss.
COUNTY OF ESSEX :

KNOW ALL MEN BY THESE PRESENTS, that VIDEO MONITORING SERVICES OF AMERICA, L.P., a limited partnership formed under the laws of the State of New York, with its principal place of business at 330 West 42nd Street, New York, New York 10036 (herein referred to as "Grantor"), pursuant to a Amended and Restated Trademark Security Agreement, dated as of even date herewith (the "Trademark Security Agreement"), hereby appoints and constitutes BANK OF AMERICA, N.A. (formerly known as Fleet National Bank), a national banking association with offices located at 750 Walnut Avenue, Cranford, New Jersey 07016 (herein referred to as "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following act on behalf of Grantor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Grantor in and to the trademarks listed on Schedule I of the Trademark Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This Power of Attorney is made pursuant to the Security Agreement and the Trademark Security Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Security Agreement).

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IN WITNESS WHEREOF, Grantor has caused this Special Power of Attorney to be duly executed this 30th day of June, 2005.

VIDEO MONITORING SERVICES OF AMERICA, L.P.,
a New York limited partnership

By: VIDEO MONITORING SERVICES OF AMERICA, INC, as General Partner

By: _____
Name: Peter Wengryn
Title: President

Sworn and subscribed
before me this 30
day of June, 2005.

_____
Notary Public

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