

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| U.S. Security Holdings, Inc. | | 05/08/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Royal Bank of Scotland plc, as Collateral Agent | | |
| Street Address: | 101 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10178 | | |
| Entity Type: | CORPORATION: NEW YORK | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| 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 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive | | |
| Address Line 2: | Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 038264-0002 | | |

OP \$165.00 2812128

| | |
|--|-----------------|
| NAME OF SUBMITTER: | Rhonda DeLeon |
| Signature: | /Rhonda DeLeon/ |
| Date: | 05/17/2006 |
| Total Attachments: 6 source=TSA#page1.tif source=TSA#page2.tif source=TSA#page3.tif source=TSA#page4.tif source=TSA#page5.tif source=TSA#page6.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 8, 2006 is entered into by U.S. Security Holdings, Inc., a Delaware corporation, U.S. Security Associates, Inc., a Delaware corporation, and certain of their affiliates (collectively, the "Grantors") and The Royal Bank of Scotland plc, as collateral agent for the Secured Parties (in such capacity the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of May 8, 2006 among the Grantors and the Collateral Agent (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 the Grantors and their respective successors and assigns. The Grantors 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.

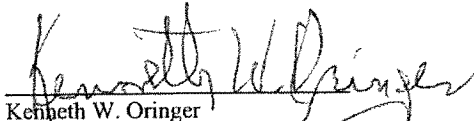
(v) Counterparts

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.

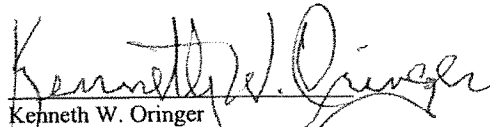
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IN WITNESS WHEREOF, the Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

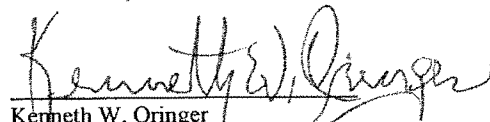
U.S. SECURITY HOLDINGS, INC.

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

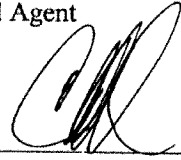
U.S. SECURITY ASSOCIATES HOLDINGS,
INC.

By: 
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
Executive Vice President, Chief Financial Officer
and Secretary

THE ROYAL BANK OF SCOTLAND PLC,
as the Collateral Agent



By: _____

Name: Curt Lueker

Title: Director

TRADEMARK SECURITY AGREEMENT

II. U.S. REGISTERED TRADEMARKS

| Trademark | Reg. No. (App. No.) | Reg. Date (App. Date) | IC |
|---|------------------------|--------------------------|--------|
| Advance | 1,513,205 | 11/15/1988 | 42 |
| Advance | 691,812 | 1/19/1960 | 42 |
| Advance Security | 1,530,244 | 3/14/1989 | 42 |
| Advance Security and Shield Design | 1,070,786 | 8/2/1977 | 42 |
| Advanced Security and Star Design | 1,230,573 | 3/8/1983 | 42 |
| America's Team | 2,807,698 | 1/27/2004 | 42 |
| Atlantic Security | 2,303,679 | 12/28/1999 | 42 |
| Enterprise Security Manager | 2,932,146 | 3/8/2005 | 9 |
| Great Guards | 2,935,679 | 3/29/2005 | 35, 45 |
| Healthcare Security H USA design | 2,123,215 | 12/23/1997 | 42 |
| Market Master | 2,812,128 | 2/10/2004 | 35 |
| OutSource Partners, Inc. logo | 2,342,949 | 4/18/2000 | 37, 42 |
| OutSource Partners | 2,342,946 | 4/18/2000 | 37, 42 |
| Past Positive | 2,476,272 | 8/7/2001 | 35 |
| Past Positive On-line | 78/624984 | 5/6/2005 | 9, 35 |
| Post-Positive | 2,083,926 | 7/29/1997 | 42 |
| Premier | 78/512418 | 11/5/2004 | 42 |
| Premier Residential Security USA | 2,173,942 | 7/14/1998 | 42 |
| Premier Residential Security USA | 2,384,559 | 9/12/2000 | 42 |
| Premier Residential Security USA | 2,198,379 | 10/20/1998 | 42 |
| Protect | 847,640 | 4/16/1968 | 16 |
| Responsive Management | 2,585,122 | 6/25/2002 | 42 |
| Responsive Management Swirl | 2,348,358 | 5/9/2000 | 37, 42 |
| Security Engineers | 2,100,491 | 9/23/1997 | 42 |
| Supervised Guard Tours | 78/606724 | 4/12/2005 | 42 |
| The Protection People | 1,362,590 | 9/24/1985 | 42 |
| Tour-Positive | 78/512390 | 11/5/2004 | 45 |
| U.S. Security Associates and design (shield patch) | 2,793,613 | 12/16/200 | 42 |
| U.S. Security Associates | 2,790,176 | 12/9/2003 | 42 |
| USA design | 1,940,757 | 12/12/1995 | 42 |
| USA U.S. Security Associates design (flag draped) | 2,849,430 | 6/1/2004 | 45 |
| USA Link We're Only One "Click" Away | 78/294,497 | 8/31/2003 | 45 |

III. U.S. TRADEMARK APPLICATIONS

NY\1140610

038264-0002

RECORDED: 05/17/2006

**TRADEMARK
REEL: 003311 FRAME: 0198**