

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
O'Gara Safety and Security Institute, Inc.		07/11/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	425 Walnut Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78599064	SSI	
Serial Number:	78599059	SAFETY & SECURITY INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	(614)227-2100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614-227-2032		
Email:	ipdocket@porterwright.com		
Correspondent Name:	Laurie N. Jacques		
Address Line 1:	41 South High Street		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	4001293-163757		
NAME OF SUBMITTER:	Laurie N. Jacques		
Signature:	/laurienjacques/		

CH \$65.00 78599064

Date:

09/26/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2006, by O'GARA SAFETY AND SECURITY INSTITUTE, INC., an Ohio corporation ("Grantor") in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of July 11, 2006 (as amended, modified or supplemented from time to time, the "Credit Agreement") between The O'Gara Group, Inc., an Ohio corporation (the "Borrower") and the Bank, Bank has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor has executed a certain Guaranty dated as of July 11, 2006 ("Guaranty") pursuant to which it guaranteed the Obligations (as defined in the Credit Agreement); and

WHEREAS, all the Grantor is a party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Bank securing its obligations to the Bank under the Guaranty (the "Secured Obligations") pursuant to which Security Agreement the Grantor granted a security interest in all of its business assets;

NOW, THEREFORE, in consideration of the premises and to induce the Bank extend credit to the Borrower and to permit the Bank to perfect its security interest in the Trademark Collateral (as defined below), Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Bank, and grants to the Bank a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, 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 Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, 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.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Bank 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.

[SIGNATURE PAGES FOLLOW]

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

O'GARA SAFETY AND SECURITY
INSTITUTE, INC.

By: Steven P. Ratterman
Name: Steven P. Ratterman
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

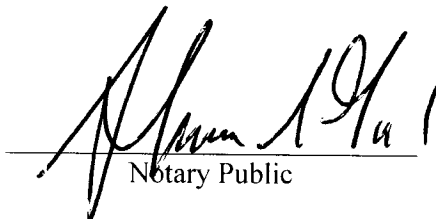
U.S. BANK NATIONAL ASSOCIATION

By: [Signature]
Name: J. Kevin Brown
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 21st day of July, 2006 before me personally appeared Steve Rafterman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of O’Gara Safety and Security Institute, Inc., who being by me duly sworn did depose and say that he is an authorized officer 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



ABRAM S. GORDON, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 07/03/08
date: Section 147.03 O.R.C.

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Registration Number</u>	<u>Date Registered</u>	<u>Mark</u>
78/599,064	3/31/2005	SSI
78/599,059	3/31/2005	Safety and Security Institute

B. TRADEMARK APPLICATIONS

None currently applied for

C. TRADEMARK LICENSES

No licenses granted by or held by Grantor