

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kastle Systems International LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
I H Leasing LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Acquisition LLC		01/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
Kastle Australia LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Chicago LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Development Associates LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Holding Company LLC		01/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
Kastle New York LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Philadelphia LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Security Associates LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Software Associates LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Systems LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Systems of California LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Systems of Los Angeles LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Systems of Texas LLC		01/12/2007	LIMITED LIABILITY COMPANY: VIRGINIA
Kastle Systems of Los Angeles Partnership		01/12/2007	PARTNERSHIP: CALIFORNIA

CH \$115.00 1331215

**RECEIVING PARTY DATA**

**900066935**

**TRADEMARK  
 REEL: 003462 FRAME: 0678**

Name:	CapitalSource SF Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1331215	KASTLE
Registration Number:	1332489	KASTLE SYSTEMS
Registration Number:	3135270	KASTLE SYSTEMS
Serial Number:	78824102	SECURITY. HANDLED.

CORRESPONDENCE DATA

Fax Number: (412)562-1041  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 412-562-1637  
Email: vicki.cremonese@bipc.com  
Correspondent Name: Michael L. Dever  
Address Line 1: 301 Grant Street  
Address Line 2: 20th Floor  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0069906-000001
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	01/17/2007

Total Attachments: 11

source=kastle-capitalsource sf finance security agreement#page1.tif  
source=kastle-capitalsource sf finance security agreement#page2.tif  
source=kastle-capitalsource sf finance security agreement#page3.tif  
source=kastle-capitalsource sf finance security agreement#page4.tif  
source=kastle-capitalsource sf finance security agreement#page5.tif  
source=kastle-capitalsource sf finance security agreement#page6.tif  
source=kastle-capitalsource sf finance security agreement#page7.tif  
source=kastle-capitalsource sf finance security agreement#page8.tif  
source=kastle-capitalsource sf finance security agreement#page9.tif  
source=kastle-capitalsource sf finance security agreement#page10.tif  
source=kastle-capitalsource sf finance security agreement#page11.tif

TRADEMARK

REEL: 003462 FRAME: 0679

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement"), dated as of January 12, 2007, is made by each of the undersigned parties listed as pledgors on the signature pages and each of the other persons and entities that become bound hereby from time to time by joinder, assumption, or otherwise (each a "**Pledgor**" and collectively, "**Pledgors**"), and **CAPITALSOURCE SF FINANCE LLC**, a Delaware limited liability company, as administrative, payment, and collateral agent for Lenders (in such capacities, "**Agent**") under the Credit Agreement (as defined below).

WHEREAS, pursuant to that certain Subordinated Term Credit and Security Agreement, dated as of the date hereof, among Pledgors, the other Credit Parties party thereto, Agent, Lenders, and any other Persons that become a Credit Party thereto from time to time (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time, the "**Credit Agreement**"), Agent and Lenders have made a Term Loan (as defined in the Credit Agreement) to Pledgors, and each Pledgor has agreed, among other things, to grant a security interest to Agent in certain patents, trademarks, copyrights and other property as security for the Obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

### 1. Defined Terms

(a) Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC.

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including those listed on Schedule A, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Secured Obligations" shall mean and include the following: (i) the payment and performance of all Obligations, and (ii) any amendments, extensions, renewals and increases of or to any of the foregoing Secured Obligations.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants, and conveys a security interest to Agent for its benefit and the benefit of

Lenders, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally covenants and warrants that:

(a) to the best of such Pledgor's knowledge, the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable; and

(c) to the best of such Pledgor's knowledge, such Pledgor is the sole and exclusive owner of the right, title and interest in and to each of the Patents, Trademarks and Copyrights.

4. Each of the obligations of each Pledgor under this Agreement is joint and several. Agent and Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by Agent and Lenders, or any of them, shall not be a defense to any action Agent and Lenders, or any of them, may elect to take against any Pledgor. Each of Lenders and Agent hereby reserve all right against each Pledgor.

5. Each Pledgor agrees that, until full performance and satisfaction, and Payment in Full, of the Secured Obligations, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology in the ordinary course of business without Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before full performance and satisfaction, and Payment in Full of the Secured Obligations, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

9. At such time as the Pledgors shall have performed and satisfied and Paid in Full all of the Secured Obligations, this Agreement shall terminate and Agent shall execute and deliver to Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been fully performed and satisfied and Paid in Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees if commercially reasonable. Any expenses incurred in connection with such an application shall be borne by Pledgors. Unless commercially unreasonable, no Pledgor shall abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld.

11. Each Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor.

12. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

15. This Agreement shall inure to the benefit of Agent on behalf of Lenders, their respective successors and assigns, and shall be binding upon each Pledgor, their respective successors, successors in title and permitted assigns.

16. This Agreement shall be deemed to be a contract under the laws of the State of New York and shall, pursuant to New York General Obligations Law Section 5-1401, for all purposes be governed by and construed and enforced in accordance with the laws of the State of New York. Any judicial proceeding against each Pledgor with respect to any of the Secured Obligations, any of the Patents, Trademarks and Copyrights or this Agreement may be brought in any federal or state court of competent jurisdiction located in the State of Maryland or the Borough of Manhattan in the State of New York. By execution and delivery of this Agreement, each Pledgor (a) accepts the non-exclusive jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any judgment rendered thereby, (b) waives personal service of process, (c) agrees that service of process upon it may be made by certified or registered mail, return receipt requested, pursuant to Section 19, and (d) waives any objection to jurisdiction and venue of any action instituted hereunder and agrees not to assert any defense based on lack of jurisdiction, venue, convenience or *forum non conveniens*. Nothing shall affect the right of Agent or any Lender to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against each Pledgor in the courts of any other jurisdiction having jurisdiction. Any judicial proceedings against Agent or any Lender, involving, directly or indirectly, the Secured Obligations, Patents, Trademarks and Copyrights or this Agreement shall be brought only in a federal or state court located in the State of Maryland or the Borough of Manhattan in the State of New York. Each Pledgor acknowledges that it participated in the negotiation and drafting of this Agreement and that, accordingly, it shall not move or petition a court construing this Agreement to construe it more stringently against one party than against any other.

17. EACH PLEDGOR AND AGENT ON BEHALF OF LENDERS HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OTHER CREDIT DOCUMENT OR THE COLLATERAL TO THE FULLEST EXTENT PERMITTED BY LAW.

18. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

19. Any notice or request under this Agreement shall be given to any party thereto at such party's address set forth beneath its signature on the signature page thereto, or at such other

address as such party may hereafter specify in a notice given in the manner required under this Section 19. Any such notice or request shall be given only by, and shall be deemed to have been received upon (each, a **“Receipt”**): (a) registered or certified mail, return receipt requested, on the date on which received as indicated in such return receipt, (b) delivery by a nationally recognized overnight courier, 1 Business Day after deposit with such courier, or (c) facsimile or electronic transmission, in each case upon telephone or further electronic communication from the recipient acknowledging receipt (whether automatic or manual from recipient), as applicable.

20. Each Pledgor acknowledges and agrees that, in addition to the other rights of Agent hereunder and under the other Credit Documents, because Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed Agent its attorney-in-fact, and (v) to enforce Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

21. This Agreement is subject to the terms of the Intercreditor Agreement.


**[SIGNATURE PAGES FOLLOW]**

[SIGNATURE PAGE 1 OF 3 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth with the intention that this Agreement constitute a sealed instrument.


**BORROWER:**

KASTLE SYSTEMS INTERNATIONAL LLC

By:   
Name: Mark D. Ein  
Title: President

**PARENT AND OTHER CREDIT PARTIES:**

I H LEASING LLC  
KASTLE ACQUISITION LLC  
KASTLE AUSTRALIA LLC  
KASTLE CHICAGO LLC  
KASTLE DEVELOPMENT ASSOCIATES LLC  
KASTLE HOLDING COMPANY LLC  
KASTLE NEW YORK LLC  
KASTLE PHILADELPHIA LLC  
KASTLE SECURITY ASSOCIATES LLC  
KASTLE SOFTWARE ASSOCIATES LLC  
KASTLE SYSTEMS LLC  
KASTLE SYSTEMS OF CALIFORNIA LLC  
KASTLE SYSTEMS OF LOS ANGELES LLC  
KASTLE SYSTEMS OF TEXAS LLC


By:   
Name: Mark D. Ein  
Title: President



[SIGNATURE PAGE 2 OF 3 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

KASTLE SYSTEMS OF LOS ANGELES PARTNERSHIP

By: Kastle Systems of Los Angeles LLC,  
its managing partner

By:   
Name: Mark D. Ein  
Title: President

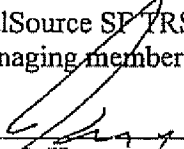
SECOND LIEN

TRADEMARK  
REEL: 003462 FRAME: 0686

[SIGNATURE PAGE 3 OF 3 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

CAPITALSOURCE SF FINANCE LLC,  
as Agent

By: CapitalSource SF TRS Inc.,  
its managing member

By:   
Name: Joseph Kenary  
Title: Authorized Signatory

SCHEDULE A

Patents

Title	Name of Owner	Jurisdiction	Application or Registration/Issuance Number	Filing Date	Issuance or Registration Date	Status
Integrated Reader Device for use in Controlling Secure Location Access and a Method of Assembly and Installation of the Integrated Reader Device	Kastle Systems International LLC	United States	Application #: 20040201450	04/09/04	Still pending	Pending

Trademarks

Mark	Name of Owner	Jurisdiction	Application or Registration/Issuance Number	Filing Date	Issuance or Registration Date	Status
KASTLE	Kastle Systems International LLC	United States	Registration #: 1,331,215	10/15/81	04/16/85	Renewed
KASTLE SYSTEMS	Kastle Systems International LLC	United States	Registration #: 1,332,489	10/15/81	04/23/85	Renewed
KASTLE SYSTEMS plus Castle Design	Kastle Systems International LLC	United States	Registration #: 3,135,270	03/28/05	08/29/06	Registered
SECURITY HANDLE	Kastle Systems International LLC	United States	Application #: 78/824,102		02/27/06	Pending (non-final action mailed 08/17/06)
KASTLE	Kastle Security Associates LLC	Australia	Registration #: 410191		6/15/95	Renewed

Mark	Name of Owner	Jurisdiction	Application or Registration/Issuance Number	Filing Date	Issuance or Registration Date	Status
KASTLE SYSTEMS	Kastle Systems International LLC	Canada	Registration #: TMA674,582	04/11/00	10/11/06	Registered
KASTLE SYSTEMS INTERNATIONAL LLC	Kastle Systems International LLC	Canada	Registration #: TMA674,581	04/11/00	10/11/06	Registered
KASTLE SYSTEMS plus Castle Design	Kastle Systems International LLC	European Union	Application #004644621			Pending
OFFICE KNIGHT	Kastle Security Associates LLC	Australia	Registration #: 437023			

Domain Names

Kastle.com  
Kastle.com.au  
Kastleny.com  
Kastlepa.com  
Kastlesystems.com  
Vepac.com

Copyrights: no applications or registrations

Software

Contact and Procedure Editor source code  
NCA multi-serve update source code  
NCA user interface source code  
NetV4 source code  
V4 History user interface source code  
Vepac 4 source code  
Vepac 6 source code  
Web Link source code  
zAnnnc source code  
Additionally, the company utilizes off-the-shelf Microsoft software including but not limited to AutoCad.

The Company uses the Great Plains accounting software to manage its accounting system. This software has been used for seven (7) years and is nearing the end of its useful life.