

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Guardian Security Services, Inc.		12/19/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Lending Services Corporation		
<b>Street Address:</b>	44 Whippany Road		
<b>City:</b>	Morristown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07960		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2788248	NATIONAL GUARDIAN SECURITY SERVICES	
Registration Number:	2988201		
Registration Number:	2979687	NATIONAL GUARDIAN	
Registration Number:	2852031	GUARDIANVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)827-8150		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-558-7396		
<b>Email:</b>	eprovo@bellboyd.com		
<b>Correspondent Name:</b>	Emily Provost, Bell, Boyd & Lloyd LLP		
<b>Address Line 1:</b>	70 West Madison, Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602-4207		
<b>ATTORNEY DOCKET NUMBER:</b>	108447-86		
<b>NAME OF SUBMITTER:</b>	Emily S. Provost		

OP \$115.00 2788248

Signature:	/Emily S. Provost/
Date:	01/19/2007
<b>Total Attachments: 25</b> source=CIT NG IP SECURITY AGREEMENT#page1.tif source=CIT NG IP SECURITY AGREEMENT#page2.tif source=CIT NG IP SECURITY AGREEMENT#page3.tif source=CIT NG IP SECURITY AGREEMENT#page4.tif source=CIT NG IP SECURITY AGREEMENT#page5.tif source=CIT NG IP SECURITY AGREEMENT#page6.tif source=CIT NG IP SECURITY AGREEMENT#page7.tif source=CIT NG IP SECURITY AGREEMENT#page8.tif source=CIT NG IP SECURITY AGREEMENT#page9.tif source=CIT NG IP SECURITY AGREEMENT#page10.tif source=CIT NG IP SECURITY AGREEMENT#page11.tif source=CIT NG IP SECURITY AGREEMENT#page12.tif source=CIT NG IP SECURITY AGREEMENT#page13.tif source=CIT NG IP SECURITY AGREEMENT#page14.tif source=CIT NG IP SECURITY AGREEMENT#page15.tif source=CIT NG IP SECURITY AGREEMENT#page16.tif source=CIT NG IP SECURITY AGREEMENT#page17.tif source=CIT NG IP SECURITY AGREEMENT#page18.tif source=CIT NG IP SECURITY AGREEMENT#page19.tif source=CIT NG IP SECURITY AGREEMENT#page20.tif source=CIT NG IP SECURITY AGREEMENT#page21.tif source=CIT NG IP SECURITY AGREEMENT#page22.tif source=CIT NG IP SECURITY AGREEMENT#page23.tif source=CIT NG IP SECURITY AGREEMENT#page24.tif source=CIT NG IP SECURITY AGREEMENT#page25.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**Agreement**"), is dated as of December 19, 2006 by and among National Guardian Security Services, Inc., a Delaware corporation ("**Company**"), and CIT Lending Services Corporation, as Agent (the "**Agent**") on behalf of each of the Secured Parties as defined in that certain Loan Agreement (as defined below).

WHEREAS, the Company has entered into a Loan Agreement dated as of the date hereof (such Loan Agreement, as amended, supplemented or otherwise modified from time to time, is referred to as the "**Loan Agreement**"), by and between the Company, any other Borrower (as defined in the Loan Agreement) from time to time party thereto, the financial institutions party thereto from time to time as Lenders (the "**Lenders**") and the Agent, pursuant to which the Lenders have agreed, subject to certain terms and conditions, to make loans and other financial accommodations to the Borrowers;

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof, (as such Security Agreement may be further amended, modified, and supplemented and in effect from time to time, the "**Security Agreement**"; all capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Loan Agreement or, if not defined therein, then in the Security Agreement) by and among the Company and the Agent, the Company has granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the assets of the Company, including, without limitation, its patents, patent applications, service marks, service mark applications, trademarks, trademark applications, trade names, goodwill, copyrights, mask works and licenses, to secure the payment of all Secured Obligations as defined in the Security Agreement;

WHEREAS, as a condition to entering into the Loan Agreement and providing the loans and other financial accommodations thereunder, the Lenders have requested that the Secured Obligations as defined in the Security Agreement, be secured by the liens and security interests granted under the pursuant to this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

1. Security Interest. To secure the complete and timely satisfaction of all of the "**Secured Obligations**" (as defined in the Security Agreement), the Company hereby grants and conveys to the Agent, for the benefit of the Secured Parties, a lien and security interest in, and collaterally assigns to the Agent, for the benefit of the Secured Parties, all of the Company's right, title and interest in and to all of their now owned, held or existing and hereafter owned, held, acquired or arising intellectual property (such intellectual property is collectively referred to herein as the "**Intellectual Property**"), including, without limitation, the following listed in clauses A through H below, provided, however, the collateral shall not include any agreement, license or permit which by law or by its terms validly prohibits the granting of a security interest therein unless a consent to the security interest and pledge hereunder have been obtained, provided that the foregoing limitation shall not affect, limit, restrict or impair the grant by the

Company of a security interest pursuant to this Agreement in any such Collateral to the extent that an otherwise applicable prohibition on such grant is rendered ineffective by the UCC or other applicable law:

(A) **Copyrights.** Any and all United States and foreign copyrights, rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including, without limitation, those registered copyrights set forth on Exhibit A attached hereto and made a part hereof, and (1) amendments, extensions and renewals thereof, (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (3) the right, but not the obligation, to sue for past, present and future infringements thereof, and (4) all rights corresponding thereto throughout the world (all of the foregoing are sometimes individually and/or collectively referred to as the “**Copyrights**”).

(B) **Patents.** Any and all United States and foreign patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents of the Company listed on Exhibit B, attached hereto and made a part hereof, and (1) the reissues, divisions, continuations, amendments, renewals, extensions and continuations-in-part thereof, (2) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) the right, but not the obligation, to sue for past, present and future infringements thereof, and (4) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (1) through (4), are sometimes individually and /or collectively referred to as the “**Patents**”).

(C) **Trademarks.** Any and all United States and foreign trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations and service mark applications, including, without limitation, the trademark registrations, trademark applications, service mark registrations and service mark applications listed on Exhibit C attached hereto and made a part thereof, and (1) amendments, extensions and renewals thereof, (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (3) the right, but not the obligation, to sue for past, present and future infringements thereof, and (4) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service mark registrations, trade names and applications, together with the items described in clauses (1) through (4), inclusive, are sometimes individually and/or collectively referred to as the “**Trademarks**”).

(D) **Licenses.** Any and all license agreements with any other party (provided, however, that with respect to any license agreements existing on the date hereof, only to the extent not prohibited pursuant to the terms of such license agreement), whether the Company is a licensor or licensee under any such license agreement, including, without limitation, the material licenses of the Company listed on Exhibit D attached hereto and made a part hereof, and all amendments extensions and renewals thereof, and the right to prepare for sale, sell and advertise for sale, all Inventory and the right to broadcast music, information, data, promotions,

programming and advertising now or hereafter owned by the Company and now or hereafter covered by such licenses (collectively, the “**Licenses**”).

(E) **Mask Works.** Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereinafter acquired, including, without limitation those set forth on Exhibit E attached hereto and made a part hereof, and (1) amendments, extensions and renewals thereof, (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (3) the right to sue for past, present and future infringements thereof, and (4) all rights corresponding thereto throughout the world such mask works and similar rights, together with the items described in clauses (1) through (4), inclusive, are sometimes collectively referred to as the “**Mask Works**”).

(E) **Goodwill.** The goodwill of the Company’s business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

(F) **Miscellaneous.** Any and all business names, trade secrets, and any intellectual property rights in computer software and computer software products, and any and all design rights which may be available to the Company.

(G) **Documents.** The following documents and things in the Company’s possession, or subject to the Company’s right to possession, related to (1) the production, sale and delivery by the Company, or by any Affiliate, licensee or subcontractor of the Company, of products or services sold or delivered by or under the authority of the Company in connection with the Intellectual Property (which products and services shall, for purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising or other operations utilizing any Intellectual Property); or (2) any retail, merchandising or other operations conducted under the name of or in connection with the Intellectual Property by the Company or any Affiliate, licensee or subcontractor of the Company:

(i) all lists and ancillary documents that identify and describe any of the Company’s customers or advertisers, or those of its Affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Intellectual Property, including without limitation any lists and ancillary documents that contain a customer’s or advertiser’s name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the Person or Persons having the principal responsibility on a customer’s or advertiser’s behalf for ordering products or services of the kind supplied by the Company, or the credit, payment, discount, delivery or other sale terms applicable to such customer or advertiser, together with information setting forth the total purchases, by brand, product, service, style, size, time or other criteria, and the patterns of such purchases;

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Intellectual Property;

(iii) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Intellectual Property; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by the Company or its Affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Intellectual Property including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services; and

(H) **Proceeds.** All proceeds, products, rents and profits (including without limitation license royalties and proceeds of infringement suits) of or from any and all of the foregoing Intellectual Property and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Intellectual Property.

(2) Collateral Assignment. In addition to, and not in limitation of, the grant of the security interest in the Intellectual Property in **Section 1** above, the Company hereby grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Secured Parties, the Company's entire right, title and interest in and to the Intellectual Property; provided, that such grant, assignment, transfer, conveyance and set over shall become effective only at the election of the Agent in the event of the occurrence of an Event of Default that is continuing at the time of such election, and shall be in substantially the form set forth in Exhibits F and G, hereto, as applicable. Prior to the occurrence of an Event of Default, the Company shall have the right to use, maintain, keep and collect any proceeds related to, or arising from the Intellectual Property to the extent permitted by, and so long as the Company does so in compliance with, the Loan Agreement and the Security Agreement.

(3) Amendments to Schedules. The Company hereby authorizes Agent to modify this Agreement without obtaining the Company's approval of or signature to such modification by amending any Schedule annexed hereto listing Intellectual Property to include reference to any right, title or interest in any existing material Intellectual Property acquired or developed by the Company after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which the Company no longer has or claims any right, title or interest.

(4) After Acquired Intellectual Property. If the Company shall obtain rights to or shall become entitled to the benefit of any new Intellectual Property, the provisions of this Agreement shall automatically apply thereto. The Company shall promptly notify Agent in writing of any rights to any new material Intellectual Property acquired by the Company after the date hereof and of any registrations issued or applications for registration made after the date hereof. Concurrently with the filing of an application for registration for any Intellectual Property, the Company shall execute, deliver and record in all places where this Agreement, or an acknowledgement hereof, is recorded an appropriate Security Agreement or any acknowledgment thereof (including without limitation the Schedules thereto), substantially in the form hereof, with appropriate insertions, or an amendment to this Agreement, in form and substance satisfactory to Agent, pursuant to which the Company shall assign a security interest to the extent of its interest in such registration as provided herein to Agent.

(5) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, Agent shall have the right (but not the obligation) to bring suit, in the name of the Company, Agent or otherwise, to enforce any Intellectual Property, in which event the Company shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement and

the Company shall promptly, upon demand, reimburse and indemnify Agent as provided in the Security Agreement and the Loan Agreement in connection with the exercise of its rights under this clause (5).

6. Severability. 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 other clause or provision of this Agreement in any jurisdiction.

7. Cumulative Remedies; Effect on Financing Agreement. All of Agent's rights and remedies, for the benefit of the Secured Parties, with respect to the Intellectual Property, whether established hereby or by the Loan Agreement or any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. The Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent, for the benefit of the Secured Parties, under the Loan Agreement or the Security Agreement or the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

8. Binding Effect; Benefits; Additional Investors. This Agreement shall be binding upon the Company and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, its successors and assigns; *provided, however*, that the Company may not assign its rights or delegate its duties hereunder without the prior written consent of the Lenders. Without limiting the generality of the foregoing, the Agent, for the benefit of the Secured Parties, may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other person or entity in accordance with the terms hereof, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Agent, for the benefit of the Secured Parties, herein or otherwise.

9. Governing Law; Jurisdiction. (a) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

10. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND THE AGENT HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LOAN AGREEMENT, THE NOTES OR ANY DOCUMENTS ENTERED INTO IN CONNECTION THEREWITH OR THE TRANSACTIONS CONTEMPLATED THEREBY OR THE ACTIONS OF SECURED PARTIES OR AGENT IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF.

11. Consent to Jurisdiction and Service of Process. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT,

COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE AGENT, THE SECURED PARTIES, OR THE BORROWERS IN CONNECTION HERewith OR THEREwith MAY BE BROUGHT AND MAINTAINED IN THE STATE AND FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, NEW YORK, NEW YORK; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. GRANTOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK AT THE ADDRESS FOR NOTICES SPECIFIED IN SECTION 13.07 OF THE LOAN AGREEMENT. THE COMPANY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT THE COMPANY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, THE COMPANY HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THE LOAN DOCUMENTS.

12. Waiver of Jury Trial. THE COMPANY AND AGENT HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The Company and Agent each acknowledge that this waiver is a material inducement for the Company and Agent to enter into a business relationship, that the Company and Agent have already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. The Company and Agent further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 12 OR SECTION 13.10 OF THE LOAN AGREEMENT AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

13. Judicial Reference. The parties to this Agreement prefer that any dispute between or among them be resolved in litigation subject to a jury trial waiver as set forth in Section 12. If, and only if, a pre-dispute jury trial waiver of the type provided for in Section 12



is unenforceable in litigation to resolve any dispute, claim, cause of action or controversy under this Agreement or any other Loan Document (each, a "Claim") in the venue where the Claim is being brought pursuant to the terms of this Agreement, then, upon the written request of any party, such Claim, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding. Except as otherwise provided in Section 11, venue for any such reference proceeding shall be in the state or federal court in the County or District where venue is appropriate under applicable law (the "Court"). The parties shall select a single neutral referee, who shall be a retired state or federal judge. If the parties cannot agree upon a referee within fifteen (15) days, the Court shall appoint the referee. The referee shall report a statement of decision to the Court. Notwithstanding the foregoing, nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral or obtain provisional remedies (including without limitation, requests for temporary restraining orders, preliminary injunctions, writs of possession, writs of attachment, appointment of a receiver, or any orders that a court may issue to preserve the status quo, to prevent irreparable injury or to allow a party to enforce its liens and security interests). The parties shall bear the fees and expenses of the referee equally unless the referee orders otherwise. The referee also shall determine all issues relating to the applicability, interpretation, and enforceability of this Section 13. The parties acknowledge that any Claim determined by reference pursuant to this Section 13 shall not be adjudicated by a jury.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the \_\_\_ day of December, 2006.

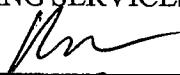
NATIONAL GUARDIAN SECURITY  
SERVICES, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

Accepted and agreed to as of the date first above written.

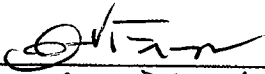
AGENT:

CIT LENDING SERVICES CORPORATION

By:   
Its: Vice President

IN WITNESS WHEREOF the undersigned have executed this Agreement as of  
the \_\_\_ day of December, 2006.

NATIONAL GUARDIAN SECURITY  
SERVICES, INC.

By   
Its President/CEO

Accepted and agreed to as of the date first above written.

AGENT:

CIT LENDING SERVICES CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF Connecticut )  
COUNTY OF Fairfield ) ss:

The foregoing instrument was executed before me this 19<sup>th</sup> day of December 2006,  
by George F. Faga, the President of National Guardian Security Services, a  
Delaware corporation, on behalf of the Company.



Notary Public

WALTER D. BADA  
Notary Public, State of Connecticut  
CITIZENSHIP EXPIRES 01/01/2008

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated as of December 19, 2006.

EXHIBIT "A"

COPYRIGHTS

None.

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated as of December 19, 2006.

EXHIBIT "B"

PATENTS

None.

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated as of December 19, 2006.

EXHIBIT "C"

TRADEMARKS

Mark	Registered Owner	United States Trademark Description	Registration/Application Number	Registration/Application Date
	National Guardian Security Services, Inc.	Service mark National Guardian Securities Services	2788248 (US Patent and Trademark Office)	Registered December 2, 2003
	National Guardian Security Services, Inc.	Trademark Helmet Design	2,988,201 (US Patent and Trademark Office)	Registered August 23, 2005
	National Guardian Security Services, Inc.	Trademark National Guardian	2979,687 (US Patent and Trademark Office)	Registered July 26, 2005
	National Guardian Security Services, Inc.	Trademark Guardian View	2852,031 (US Patent and Trademark Office)	Registered June 8, 2004

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated as of December 19, 2006.

EXHIBIT "D"

LICENSES

None.



Exhibit "E" attached to that certain Intellectual Property Security Agreement dated as of December 19, 2006.

EXHIBIT "E"  
MASK WORKS

None.

Exhibit "F" attached to that certain Intellectual Property Security Agreement dated as of December 19, 2006.

EXHIBIT "F"

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, National Guardian Security Services, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at \_\_\_\_\_ (the "Assignor"), has adopted and used and is using the trademarks (the "Trademarks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, CIT Lending Services Corporation, as agent (the "Assignee"), acting as collateral agent pursuant to that certain Security Agreement dated as of December \_\_\_\_, 2006 between the Assignor and the Assignee is desirous of acquiring the trademarks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the trademarks, together with (a) the registrations of and registration applications for the trademarks, (b) the goodwill of the business symbolized by and associated with the trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademarks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, each Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**NATIONAL GUARDIAN SECURITY  
SERVICES, INC.**

\_\_\_\_\_

Name: \_\_\_\_\_

Title : \_\_\_\_\_

The foregoing assignment of the trademarks and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CIT LENDING SERVICES CORPORATION,**  
As Agent and Agent

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) SS.:  
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_; that he/she is a/the \_\_\_\_\_ of National Guardian Security Services, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of said limited liability company.

\_\_\_\_\_  
Notary Public

ANNEX

<u>Trademark or Service Mark</u>	<u>Registrations – United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>

[List chronologically in ascending numerical order]

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office Serial No.</u>	<u>Filing Date</u>

[List chronologically in ascending numerical order]

Exhibit "G" attached to that certain Intellectual Property Security Agreement dated as of December 19, 2006.

EXHIBIT "G"

ASSIGNMENT OF PATENTS (U.S.)

WHEREAS, National Guardian Security Services, Inc., a corporation organized and existing under the laws of the State of Delaware having a place of business at \_\_\_\_\_ (the "Assignor"), owns the patents identified on the Annex hereto, and is the owner of the pending applications for such patents in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, CIT Lending Services Corporation, as agent (the "Assignee"), acting as collateral agent pursuant to that certain Security Agreement dated as of December \_\_\_\_, 2006 between the Assignor and Assignee is desirous of acquiring the patents and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the patents, together with applications for the patents, the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the patents or the registrations thereof or such associated goodwill.

This Assignment of Patents (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents (U.S.) below.

IN WITNESS WHEREOF, each Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NATIONAL GUARDIAN SECURITY  
SERVICES, INC.**

\_\_\_\_\_

Name: \_\_\_\_\_

Title : \_\_\_\_\_



The foregoing assignment of the patents and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CIT LENDING SERVICES CORPORATION,**  
As Agent and as Agent

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_; that he/she is a/the \_\_\_\_\_ of National Guardian Security Services, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of said limited liability company.

\_\_\_\_\_  
Notary Public

ANNEX

<u>Patents</u>	Registrations – United States Patent and Trademark Office <u>Patent No.</u>	<u>Issue Date</u>

[List chronologically in ascending numerical order]

<u>Patents</u>	Applications – United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>

[List chronologically in ascending numerical order]