

**TRADEMARK ASSIGNMENT**

Electronic 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
Liberty Safe and Security Products, Inc.		06/01/2007	CORPORATION: UTAH

**RECEIVING PARTY DATA**

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 N. LaSalle St.
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1560463	CENTURION
Registration Number:	3189278	COLONIAL
Registration Number:	2341259	COLONIAL SAFE
Registration Number:	2251255	FREEDOM SAFE
Registration Number:	2648543	LIBERTY SAFE
Registration Number:	1944913	LIBERTY SAFES
Registration Number:	1945279	LIBERTY SAFES
Registration Number:	1505558	NATIONAL SECURITY SAFE CO.
Registration Number:	2602132	THE NEW HOME APPLIANCE
Registration Number:	2902396	TIMBER RIDGE
Serial Number:	75732123	CENTURION
Serial Number:	78736196	FREEDOM SECURITY

CH \$340.00 1560463

Serial Number:

78736186

FREEDOM SECURITY BY LIBERTY

**CORRESPONDENCE DATA**

Fax Number: (312)577-4688

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

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

332659-00065

NAME OF SUBMITTER:

Carole Dobbins

Signature:

/Carole Dobbins/

Date:

06/01/2007

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1<sup>st</sup> day of June, 2007 by **LIBERTY SAFE AND SECURITY PRODUCTS, INC.**, a Utah corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

### W I T N E S S E T H

WHEREAS, Grantor, Grantee and the Lenders party thereto are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by the Lenders;

WHEREAS, pursuant to the terms of a certain Borrower Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising (but excluding any Excluded Collateral (as defined in the Security Agreement)):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

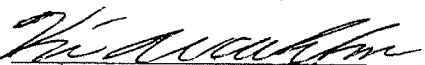
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. No Conflict. In the event of any conflict between the terms and provisions of this Agreement and the Security Agreement, the Security Agreement shall govern.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LIBERTY SAFE AND SECURITY  
PRODUCTS, INC., a Utah corporation

By:   
Name: TIM WADDAMS  
Title: CFO

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Status</b>	<b>App. No./ Reg. No.</b>	<b>App. Date/ Reg. Date</b>
CENTURION	Published  Currently being opposed by Diebold, Incorporated.	75/732,123	6/18/1999
FREEDOM SECURITY	Pending  Opposition filed against Jeffrey P. Scarapelli, trademark number 78/701,576. Suspended as of 11/1/06.	78/736,196	10/19/2005
FREEDOM SECURITY BY LIBERTY	Pending  Opposition filed against Jeffrey P. Scarapelli, trademark number 78/701,576. Suspended as of 11/1/06.	78/736,186	10/19/2005
CENTURION	Registered	1,560,463	10/17/1989
COLONIAL	Registered	3,189,278	12/26/2006
COLONIAL SAFE	Registered	2,341,259	4/11/2000
FREEDOM SAFE	Registered	2,251,255	6/8/1999
LIBERTY SAFE	Registered	2,648,543	11/12/2002
LIBERTY SAFES	Registered	1,944,913	1/2/1996
LIBERTY SAFES & Design	Registered	1,945,279	1/2/1996
NATIONAL SECURITY SAFE CO. & Design	Registered	1,505,558	9/27/1988
THE NEW HOME APPLIANCE	Registered	2,602,132	7/30/2002
TIMBER RIDGE	Registered	2,902,396	11/9/2004