TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Integrated Alarm Services Group, Inc.		04/02/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3041063	WE KEEP BAD THINGS FROM HAPPENING TO GOOD PEOPLE
Registration Number:	3055300	IASG IS SECURITY
Registration Number:	3087564	NACC
Registration Number:	2822858	KING CENTRAL
Serial Number:	78275384	IASG
Serial Number:	78757992	INTEGRATED ALARM SERVICES GROUP

OP $165.00 3041063

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0299
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	07/18/2007

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of April 2, 2007, by **AMERICAN HOME SECURITY, INC., CRITICOM INTERNATIONAL CORPORATION, NATIONAL ALARM COMPUTER CENTER, INC., INTEGRATED ALARM SERVICES GROUP, INC., EVEREST VIDEO SYSTEMS, L.L.C.**, and **MONITAL SIGNAL CORPORATION** (collectively, the "Grantors"), in favor of **BEAR STEARNS CORPORATE LENDING INC.**, as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the banks, financial institutions and other entities (the "Lenders") from time to time parties to the Credit Agreement entered into by **PROTECTION ONE, INC.** and **PROTECTION ONE ALARM MONITORING, INC.** dated as of April 18, 2005, and to the Amended and Restated Credit Agreement dated April 26, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreements").

WITNESSETH:

WHEREAS, **PROTECTION ONE, INC.** and **PROTECTION ONE ALARM MONITORING, INC.**, recently acquired **AMERICAN HOME SECURITY, INC., CRITICOM INTERNATIONAL CORPORATION, NATIONAL ALARM COMPUTER CENTER, INC., INTEGRATED ALARM SERVICES GROUP, INC., EVEREST VIDEO SYSTEMS, L.L.C.**, and **MONITAL SIGNAL CORPORATION** (collectively, the "Borrowers"), have entered into a Credit Agreement, dated as of April 18, 2005, and to an Amended and Restated Credit Agreement dated April 26, 2006, with the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), **BEAR, STEARNS & CO. INC.** and **LEHMAN BROTHERS INC.**, as joint lead arrangers and joint bookrunners (in such capacity, collectively, the "Lead Arrangers"), **LEHMAN COMMERCIAL PAPER INC.**, as syndication agent (in such capacity, the "Syndication Agent"), **HARRIS NESBITT FINANCING, INC.**, as co-documentation agent, **LASALLE BANK NATIONAL ASSOCIATION**, as co-documentation agent and **U.S. BANK NATIONAL ASSOCIATION**, as co-documentation agent (in such capacity, the "Co-Documentation Agents"), and **BEAR STEARNS CORPORATE LENDING INC.**, as administrative agent (in such capacity, the "Administrative Agent").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Borrowers and Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 18, 2005, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

WHEREAS, this Agreement is supplemental to the provisions contained in the Guarantee and Collateral Agreement and the Credit Agreement and, in the event of an inconsistency among

TRADEMARK
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them, the Credit Agreement shall control over the Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement shall control over this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. (1) GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or group of countries or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto (including those listed on Schedule I hereto), and (ii) the right to obtain all renewals thereof;

(b) any and all agreements granting any right in, to or under Trademarks to which Grantors is a party (whether such Grantors are licensees or licensors thereunder);

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(2) LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest (A) is prohibited by any Requirement of Law, (B) requires a filing with or consent from any Governmental Authority pursuant to any Requirement of Law that has not been made or obtained, or (C) constitutes a breach or default under or results in the termination of, or requires any consent not obtained under, any lease, license or agreement, except to the extent that such Requirement of Law or provisions of any such lease, license or agreement is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC to prevent the attachment of the security interest granted hereunder; and (ii) the security interest granted hereby (A) shall attach at all times to all Proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the

condition described in clause (i) ceases to exist and (C) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the condition described in clause (i).

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantors hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. APPLICABLE LAW. This Trademark Security 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, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

AMERICAN HOME SECURITY, INC.

By:_____
Name: J. Eric Griffin
Title: Vice President and Secretary

CRITICOM INTERNATIONAL CORPORATION

By:_____
Name: J. Eric Griffin
Title: Vice President and Secretary

NATIONAL ALARM COMPUTER CENTER, INC.

By:_____
Name: J. Eric Griffin
Title: Vice President and Secretary

INTEGRATED ALARM SERVICES, INC.

By:_____
Name: J. Eric Griffin
Title: Vice President and Secretary

EVEREST VIDEO SYSTEMS L.L.C.

By:_____
Name: J. Eric Griffin
Title: Vice President and Secretary

MONITAL SIGNAL CORPORATION

By:_____
Name: J. Eric Griffin
Title: Vice President and Secretary

INTEGRATED ALARM SERVICES GROUP, INC.

By:_____
Name: J. Eric Griffin
Title: Vice President and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 30th day of March, 2007 before me personally appeared J. Eric Griffin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, 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.

CHERYL A. LASSETTER
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
APRIL 29, 2008

Cheryl A. Lassetter
Notary Public

{seal}

[SIGNATURES CONTINUED ON NEXT PAGE]

Accepted and Agreed:

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: _____
Name: Victor F. Bulzacchelli
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Federal Trademark Applications and Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
PRO SQUARED	78245047 May 2, 2003	2924274 February 1, 2005	Registered	Criticom International Corporation
	76414727 June 5, 2002	2887096 September 21, 2004	Registered	Criticom International Corporation
THE CRITICAL COMMUNICATION SOLUTIONS COMPANY	76397956 April 19, 2002	2686240 February 11, 2003	Registered	Criticom International Corporation
PRO SQUARED	78245040 May 2, 2003	2891983 October 5, 2004	Registered	Criticom International Corporation
CRITICOM	74672970 May 12, 1995	2042378 March 4, 1997	Registered	Criticom International Corporation
IDC	74050630 April 19, 1990	1645461 May 21, 1991	Renewed	Criticom International Corporation
IASG	78275384 July 17, 2003		Published Intent To Use	Integrated Alarm Services Group, Inc.
WE KEEP BAD THINGS FROM HAPPENING TO GOOD PEOPLE	78514362 November 10, 2004	3041063 January 10, 2006	Registered	Integrated Alarm Services Group, Inc.
IASG IS SECURITY	78569862 February 17, 2005	3055300 January 31, 2006	Registered	Integrated Alarm Services Group, Inc.
INTEGRATED ALARM SERVICES GROUP	78757992 November 21, 2005		Pending	Integrated Alarm Services Group, Inc.
NACC NACC	78629708 May 13, 2005	3087564 May 2, 2006	Registered	Integrated Alarm Services Group, Inc.
KING CENTRAL	76511161 April 14, 2003	2822858 March 16, 2004	Registered	Integrated Alarm Services Group, Inc.
MONITAL MONITAL	73735424 June 20, 1988	1553206 August 22, 1989	Registered	Monital Signal Corporation
MONILINK	74688511 June 14, 1995	2031596 January 21, 1997	Registered	Monital Signal Corporation

U.S. State Trademark Registrations

State	Trademark	Reg. No. Reg. Date	Status	Owner
Minnesota	IDC THE INTERNATIONAL DISPATCH COMMUNICATION AND COMMAND CENTER	16010 April 26, 1990	Renewed	Criticom International Corporation
California	NSN NATIONAL SECURITY NETWORK NSN	49863 June 23, 1998	Registered	National Alarm Computer Center, Inc.
New Mexico	AMERICAN BURGLAR & FIRE ALARM CO.	91030408 March 4, 1991	Registered	Roger A. Webb dba American Burglar & Fire Alarm Co.
California	PACIFIC SECURITY SERVICES	39337 October 2, 1991	Renewed	Shield Signal Corporation dba Pacific Security Services
California	MISSINGLINK MissingLink	47254 January 23, 1997	Registered	Walter Breese, Incorporated
California	ICU ICU	47253 January 23, 1997	Registered	Walter Breese, Incorporated
Wisconsin	INTEGRATED ALARMS	n/a		Integrated Alarm Services Group, Inc.

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