

## 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
Guardsmark, LLC		08/28/2007	LIMITED LIABILITY COMPANY: DELAWARE
Guardsmark International, LLC		08/28/2007	LIMITED LIABILITY COMPANY: DELAWARE
Peplemark, Inc.		08/28/2007	CORPORATION: DELAWARE
Guardsmark (Puerto Rico), LLC		08/28/2007	LIMITED LIABILITY COMPANY: DELAWARE
Guardsmark, GP		08/28/2007	General Partnership: DELAWARE

## RECEIVING PARTY DATA

Name:	Regions Bank, as Agent
Street Address:	191 Peachtree Street, N.E.
Internal Address:	Suite 3800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	banking corporation: ALABAMA

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1784367	G GUARDSMARK TRUTH COURAGE JUDGEMENT
Registration Number:	2062974	G GUARDSMARK TRUTH COURAGE JUDGEMENT
Registration Number:	2309554	G GUARDSMARK TRUTH COURAGE JUDGEMENT
Registration Number:	1811355	GUARDSMARK
Registration Number:	0808973	GUARDSMARK
Registration Number:	2154071	1. CUSTOMER DISSATISFACTION 2. SERVICE RECOVERY 3. EXCEED EXPECTATIONS
		THE GUARDSMARK PROMISE 1. CUSTOMER

TRADEMARK

900086243

REEL: 003616 FRAME: 0071

CH \$215.00 1784367

Registration Number:	2151195	DISSATISFACTION 2. SERVICE RECOVERY 3. EXCEED EXPECTATIONS
Registration Number:	2154070	THE GUARDSMARK PROMISE

# **CORRESPONDENCE DATA**

Fax Number: (404)522-8409

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

Phone: 404-420-5527

Email: rbirdwell@phrd.com

Correspondent Name: Rhonda J. Birdwell, Paralegal - PHR&D

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3717-71 GUARDSMARK
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	09/06/2007

## **Total Attachments: 17**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 28<sup>th</sup> day of August, 2007, by and among **REGIONS BANK**, an Alabama banking corporation having an office at 191 Peachtree Street, N.E., Suite 3800, Atlanta, Georgia 30303, in its capacity as agent (hereinafter referred to, together with its successors and assigns in such capacity, as "Agent") for the Lenders (as hereinafter defined), **GUARDSMARK, LLC**, a Delaware limited liability company ("Guardsmark"), **GUARDSMARK INTERNATIONAL, LLC**, a Delaware limited liability company ("Guardsmark International"), **PEOPLEMARK, INC.**, a Delaware corporation ("Peplemark"), **GUARDSMARK (PUERTO RICO), LLC**, a Delaware limited liability company (Guardsmark PR, and **GUARDSMARK, GP**, a Delaware general partnership ("Guardsmark GP"; Guardsmark, Guardsmark International, Peplemark, Guardsmark PR and Guardsmark GP, together with each other subsidiary or affiliate of Guardsmark that now or hereafter becomes a borrower under the Loan Agreement (as defined below) being referred to herein collectively as "Companies" and each individually as a "Company").

### Recitals:

The Companies desire to obtain loans and other financial accommodations from certain financial institutions ("Lenders") that are parties from time to time to that certain Loan and Security Agreement dated August 28, 2007, (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among the Companies, Agent and Lenders.

Lenders are willing to make loans and other financial accommodations to the Companies from time to time pursuant to the terms of the Loan Agreement, provided that the Companies execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Companies hereby agree with Agent as follows:

1. Each capitalized term used herein (including those used in the Recitals hereto), unless otherwise defined herein, shall have the meaning ascribed to such term in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, the Companies hereby grant, assign and pledge to Agent, for the benefit of itself and the Secured Parties, a continuing security interest in and Lien upon all of the following property of the Companies, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right

to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Companies' business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Companies represent and warrant to Secured Parties that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement creates a legal, valid and enforceable Lien and, subject to the filing of a UCC financing statement with respect to the Trademark Collateral in the appropriate filing office, a perfected Lien upon the Trademark Collateral;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Each Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) The Companies are the sole and exclusive owners of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by any Company not to sue third Persons, except Permitted Liens.

4. Each Company covenants and agrees with Secured Parties that:

(a) Such Company will, consistent with the exercise of its reasonable business judgment, maintain the quality of the products and services associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's reasonable request, provide Agent with a certificate to that effect, executed by an officer of such Company, in the form attached hereto as Exhibit B; and

(b) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for

each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Agent, and Agent's employees and agents (and any Lender or Lenders and their respective employees and agents), the visitation, audit, and inspection rights with respect to such Company's Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of a Company in the regular and ordinary course of such Company's business as presently conducted and for reasonable and customary compensation, nor shall any Company become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and such Company shall give to Agent prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under any other Applicable Law. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law) or demand whatsoever to any Company, each of which the Companies hereby expressly waive, collect directly any payments due any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time any of the Trademark Collateral. Each Company hereby agrees that ten (10) days notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right the Companies hereby waive and release. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the corresponding Company. If any deficiency shall arise, such Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. To the extent consistent with the terms and conditions of this Agreement, each Company hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise in protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Companies jointly and severally (it being the intent of the Companies and Agent that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Companies, jointly and severally, promptly **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Loans.

12. Each Company shall use commercially reasonable and customary efforts to detect infringers of the Trademarks and shall notify Agent in writing of material infringements detected. Each Company shall have the duty to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary by Agent in its reasonable discretion to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by such Company. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to

defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Companies shall at the reasonable request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents reasonably required by Agent to aid such enforcement or defense, and the Companies shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Agent may discharge such obligations in such Company's name or in Agent's name, in Agent's sole discretion, but at such Company's expense, and such Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by Applicable Law, shall be cumulative and may be exercised singularly or concurrently.

17. 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.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Agent.

20. Each Company hereby waives notice of Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

22. To the fullest extent permitted by Applicable Law, the Companies and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

*[Remainder of page intentionally left blank; signatures commence on following page.]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ATTEST:

  
Joshua S Lipman, Secretary

GUARDSMARK, LLC

By:   
Ira A. Lipman, President

ATTEST:

  
Joshua S Lipman, Secretary

GUARDSMARK INTERNATIONAL, LLC

By:   
Ira A. Lipman, President

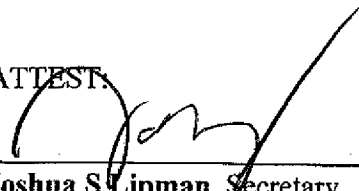
ATTEST:

  
Joshua S Lipman, Secretary

PEOPLEMARK, INC.

By:   
Ira A. Lipman, Chairman

ATTEST:

  
Joshua S Lipman, Secretary

GUARDSMARK (PUERTO RICO), LLC

By:   
Ira A. Lipman, President

ATTEST:

  
Joshua S Lipman, Secretary

GUARDSMARK, GP

By:   
Ira A. Lipman, President

*[Signatures continued on following page.]*

Accepted:

**REGIONS BANK,**  
as Agent

By: 

**Linda Harris, Senior Vice President**

**EXHIBIT A**

(See Attached.)

# Guardsmark Trademarks - Domestic

MARK	LOGO / WORD	CLASS	OWNER	REGISTRATION DATE	REGISTRATION #
A STITCH IN TIME	Word	42	Guardsmark, Inc.	2/8/71	907,703
AMERICA'S CONTEMPORARY WORK FORCE	Word	35	Peoplesmark, Inc.	3/6/90	1,566,033
ANNUAL SUSTAINED EXCELLENCE	Word	42	Guardsmark LLC	Pending	Pending
ASE	Word	42	Guardsmark LLC	Pending	Pending
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DAY TO DAY	Word	16	Guardsmark, Inc.	5/8/90	1,595,342
ENDURING UNMATCHED EXCELLENCE	Word		Guardsmark, LLC	8/02/06	Pending
EXCELLENCE THROUGH DIVERSITY	Word	35, 37, 39, 41, 42	Guardsmark, Inc.	2/29/00	2,324,753
G	Design	42	Guardsmark, Inc.	1/28/80	1,190,159
GENERAL ORDERS REGULATIONS AND INSTRUCTIONS FOR UNIFORMED PERSONNEL	Word	16	Guardsmark, Inc.	12/9/2003	2,793,314
GI	Word	42	Guardsmark, Inc.	1/2/68	841,790
GI	Design	42	Guardsmark, Inc.	2/9/71	907,702
GORISI	Word	16	Guardsmark, LLC	Pending	Pending
GUARDSMARK	Logo	35, 37, 39, 41, 42	Guardsmark, Inc.	7/27/93	1,784,367
GUARDSMARK	Logo (Subsequent design)	35, 41, 42	Guardsmark, Inc.	5/20/97	2052974
GUARDSMARK	Logo (Subsequent design)	37, 39	Guardsmark, Inc.	1/18/00	2,309,554

Thursday, June 14, 2007

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TRADEMARK

REEL: 003616 FRAME: 0082

MARK	LOGO / WORD	CLASS	OWNER	REGISTRATION DATE	REGISTRATION #
* GUARDSMARK	Word (Expanded services)	35, 37, 39, 41, 42	Guardsmark, Inc.	12/14/93	1,811,355
GUARDSMARK	Word	42	Guardsmark, Inc.	5/24/86	808,973
GUARDSMARK PROMISE, THE	V Design	35, 42	Guardsmark, Inc.	4/29/98	2,154,071
GUARDSMARK PROMISE, THE	Word and V Design	35, 42	Guardsmark, Inc.	4/14/98	2,151,195
GUARDSMARK PROMISE, THE	Word	35, 42	Guardsmark, Inc.	4/28/98	2,154,070
GUARDSMARK SUSTAINED EXCELLENCE	Word	42	Guardsmark, Inc.	1/13/04	2,805,203
GUARDSMARK UNIVERSITY	Word	41, 100, 1 01, 107	Guardsmark, Inc.	3/2/04	2,820,390
GUARDSMARK WELLNESS TEAM	and Design	35	Guardsmark, Inc.	7/16/96	1,986,655
HEALTHMARK	Word	42	Guardsmark, Inc.	7/4/95	1,903,848
██████████	██████████	██████████	██████████	██████████	██████████
HUMAN FIGURE	Design	35	Peoplemark, Inc.	12/9/86	1,420,400
IGC	Word	41	Guardsmark, LLC	7/06/06	
INTERNATIONAL GUARDSMARK CONFERENCE	Word	41	Guardsmark, LLC	7/06/06	1986655
LETTER & PARCEL BOMBS - A TROJAN HORSE	Word	9	Guardsmark, Inc.	3/23/99	2,234,757
MARK LIPMAN SERVICE	Word	42	Guardsmark, Inc.	12/6/86	820,072
MAXIMUM VALUE PARTNERSHIP	Word	35, 37, 39, 41, 42	Guardsmark, Inc.	11/16/93	1,805,009
MISSION PARTNERSHIP STATEMENT	Word	42	Guardsmark, Inc.	8/21/93	1,794,468
MPS	Word	45	Guardsmark, LLC		
MVP	Word	35, 37, 39, 41, 42	Guardsmark, Inc.	1/25/94	1,810,302
PEOPLEMARK	Word	35	Peoplemark, Inc.	11/4/86	1,416,189

Thursday, June 14, 2007

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MARK	LOGO / WORD	CLASS	OWNER	REGISTRATION DATE	REGISTRATION #
PPS	Word	42	Guardsmark, Inc.	6/1/93	1,774,392
PROFESSIONAL PERSONNEL SCREENING	Word	42	Guardsmark, Inc.	8/24/93	1,789,971
PUMPED FOR LIFE!	and Design	35	Guardsmark, Inc.	12/23/97	2,124,106
RAPIDLY BECOMING RECOGNIZED AS THE BEST IN THE BUSINESS	Word	42	Guardsmark, Inc.	6/2/92	1,691,040
RAPIDLY BECOMING RECOGNIZED AS THE BEST IN THE SECURITY BUSINESS	Word	42	Guardsmark, Inc.	11/19/05	3,015,400
SERVICEMARK	Word	35, 39, 41, 42	Guardsmark, Inc.	8/22/95	1,914,016
SINCE 1935	Word and Design	42	Guardsmark, Inc.	9/28/99	2,281,143
SUSTAINED EXCELLENCE	Word	45	Guardsmark, LLC	9/19/06	3,146,292
SUSTAINED EXCELLENCE	Word	42	Guardsmark, LLC	1/13/04	2805203
TEAM	Word	42	Guardsmark, Inc.	4/18/95	1,890,269
TEAM EXCELLENCE APPROACH MANAGEMENT	Word	42	Guardsmark, Inc.	9/6/94	1,853,332
TERRIFIC THURSDAY	Word	35	Guardsmark, Inc.	2/24/98	2139357
THE HIGHEST STANDARDS IN THE SECURITY BUSINESS	Word	42	Guardsmark, Inc.	12/20/05	3,031,903
THE LIPMAN REPORT	Word	16	Guardsmark, Inc.	12/12/78	1,106,820
THE TIME FOR URGENCY IS NOW	Word		Guardsmark, LLC	8-8-05	2,931,856
UNMATCHED EXCELLENCE	Word		Guardsmark, LLC	8/02/06	Pending
WINNING WEDNESDAY	Word	35	Guardsmark, Inc.	4/25/95	1,891,327
WW	Word	42	Guardsmark, Inc.	Pending	Pending

# **GUARDSMARK, LLC**

## **STATUS OF REGISTRATIONS OF "GUARDSMARK" IN UNITED NATIONS MEMBER COUNTRIES AS OF JUNE 14, 2007**

### **(SUMMARY)**

- I. REGISTERED: 181**  
(Added Since Last Report: Philippines and Belau)
- II. REGISTRATIONS PENDING: 8**  
(Added Since Last Report: 0)
- III. REGISTRATION NOT PLANNED: 2**

# GUARDSMARK, LLC

## STATUS OF REGISTRATIONS OF "GUARDSMARK" IN UNITED NATIONS MEMBER COUNTRIES AS OF JUNE 14, 2007

### I. REGISTERED

- |  |   |
|--|---|
| 1. Afghanistan   | 40. Croatia                                   |
| 2. Albania   | 41. Cuba                                      |
| 3. Algeria   | 42. Cyprus                                    |
| 4. Andorra   | 43. Czech Republic                            |
| 5. Antigua and Barbuda                                     | 44. Denmark (includes Greenland) <sup>1</sup> |
| 6. Argentina   | 45. Djibouti                                  |
| 7. Armenia   | 46. Dominica                                  |
| 8. Australia   | 47. Dominican Republic                        |
| 9. Austria <sup>1</sup>                                    | 48. Ecuador                                   |
| 10. Azerbaijan   | 49. Egypt                                     |
| 11. Bahamas  | 50. El Salvador                               |
| 12. Bahrain  | 51. Equatorial Guinea <sup>3</sup>            |
| 13. Barbados   | 52. Estonia                                   |
| 14. Belarus (formerly Byelorussia)                         | 53. Ethiopia                                  |
| 15. Belau (Republic of) (formerly Palau)                   | 54. Fiji                                      |
| 16. Belgium <sup>1</sup> †                                 | 55. Finland <sup>1</sup>                      |
| 17. Belize   | 56. France <sup>1</sup>                       |
| 18. Benin <sup>3</sup>                                     | 57. Gabon <sup>3</sup>                        |
| 19. Bosnia Herzegovina                                     | 58. Georgia                                   |
| 20. Bolivia  | 59. Germany <sup>1</sup>                      |
| 21. Botswana   | 60. Ghana                                     |
| 22. Brazil   | 61. Greece <sup>1</sup>                       |
| 23. Brunei Darrussalam                                     | 62. Grenada                                   |
| 24. Bulgaria   | 63. Guatemala                                 |
| 25. Burkina Faso <sup>3</sup>                              | 64. Guinea <sup>3</sup>                       |
| 26. Burundi  | 65. Guinea-Bissau <sup>3</sup>                |
| 27. Cameroon <sup>3</sup>                                  | 66. Guyana                                    |
| 28. Canada   | 67. Haiti                                     |
| 29. Cape Verde   | 68. Honduras                                  |
| 30. Central African Republic (OAPI) <sup>3</sup>           | 69. Hong Kong                                 |
| 31. Chad <sup>3</sup>                                      | 70. Hungary                                   |
| 32. Chile  | 71. Iceland                                   |
| 33. China  | 72. India                                     |
| 34. Columbia   | 73. Indonesia                                 |
| 35. Comoros (Comoro Islands)                               | 74. Iran (Islamic Republic of)                |
| 36. Congo <sup>3</sup>                                     | 75. Ireland <sup>1</sup>                      |
| 37. Congo (Democratic Republic of the)<br>(formerly Zaire) | 76. Israel                                    |
| 38. Costa Rica (Logo)                                      | 77. Italy <sup>1</sup>                        |
| 39. Cote d'Ivoire (Ivory Coast) <sup>3</sup>               | 78. Jamaica                                   |
|  | 79. Japan                                     |

GUARDSMARK CONFIDENTIAL

TRADEMARK  
REEL: 003616 FRAME: 0086



80. Jordan
81. Kampuchea
82. Kazakhstan
83. Kenya
84. Kiribati
85. Korea (Democratic People's Republic of) (North)
86. Korea (Republic of)(South)(Logo)
87. Kuwait
88. Kyrgyzstan
89. Latvia
90. Laos
91. Lebanon
92. Lesotho
93. Liberia
94. Liechtenstein
95. Lithuania
96. Luxembourg<sup>1</sup> †
97. Macedonia (The former Yugoslav Republic of)
98. Madagascar
99. Malawi
100. Malaysia
101. Maldives
102. Mali<sup>3</sup>
103. Malta
104. Marshal Islands
105. Mauritania<sup>3</sup>
106. Mauritius
107. Mexico
108. Micronesia
109. Moldova
110. Monaco
111. Mongolia
112. Morocco
113. Mozambique
114. Myanmar
115. Namibia
116. Nepal
117. Netherlands<sup>1</sup> †
118. New Zealand
119. Nicaragua
120. Niger<sup>3</sup>
121. Nigeria
122. Norway
123. Oman
124. Panama
125. Papua New Guinea
126. Paraguay

127. Peru
128. Philippines
129. Poland
130. Portugal<sup>1</sup>
131. Qatar
132. Ras-al-Khaimah (UAE)
133. Romania
134. Russian Federation
135. Rwanda
136. Saint Kitts and Nevis
137. Saint Lucia
138. Saint Vincent and the Grenadines
139. Samoa (Western)
140. San Marino
141. Sao Tome and Principe
142. Saudi Arabia
143. Senegal<sup>3</sup>
144. Seychelles
145. Sierra Leone
146. Singapore
147. Slovak Republic
148. Slovenia
149. Solomon Islands
150. South Africa
151. Spain<sup>1</sup>
152. Sri Lanka
153. Sudan
154. Suriname
155. Swaziland
156. Sweden<sup>1</sup>
157. Switzerland
158. Taiwan<sup>2</sup>
159. Tajikistan
160. Tanganyika<sup>2</sup>
161. Thailand
162. Togo<sup>3</sup>
163. Trinidad and Tobago
164. Tunisia
165. Turkey
166. Turkmenistan
167. Uganda
168. Ukraine
169. United Arab Emirates
170. United Kingdom of Great Britain and Northern Ireland<sup>1</sup>
171. United States of America
172. Uruguay
173. Uzbekistan
174. Vanuatu

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

TRADEMARK  
REEL: 003616 FRAME: 0087

175. Venezuela
176. Vietnam
177. Yemen
178. Yugoslavia

179. Zambia
180. Zanzibar<sup>2</sup>
181. Zimbabwe

U.S.S.R. (See Belarus, Estonia, Georgia, Kazakhstan, Latvia, Lithuania, Russia and Ukraine)

		<u>ESTIMATED REGISTRATION DATE</u>	<u>DATE FILED</u>
<b>II. REGISTRATIONS PENDING</b>			
1.	Angola (communications disrupted)		9/13/99
2.	Bangladesh		8/31/99
3.	Bhutan		*
4.	Eritrea (communications disrupted)		12/13/04
5.	Gambia		3/9/01
6.	Libya (trade embargo)		*
7.	Pakistan		11/11/92
8.	Somalia (communications disrupted)		*

- III. REGISTRATION NOT PLANNED**
1. Iraq
  2. Syria

<sup>1</sup> ALSO COVERED BY REGISTRATIONS WITH EUROPEAN COMMUNITY.  
<sup>2</sup> TANGANYIKA AND ZANZIBAR MERGED AND CHANGED NAME TO UNITED REPUBLIC OF TANZANIA. TANZANIAN TRADEMARK LAWS BUT TANGANYIKA AND ZANZIBAR RETAINED THEIR SEPARATE SYSTEMS.  
<sup>3</sup> REGISTRATION IN CENTRAL AFRICAN REPUBLIC (OAPI) COVERS ALL THESE COUNTRIES  
<sup>†</sup> BENELUX COUNTRIES.  
\* FILING DATE NOT YET DETERMINED.  
\*\* NOT A MEMBER OF THE UNITED NATIONS

**EXHIBIT B**  
**CERTIFICATE**

The undersigned officer of \_\_\_\_\_ (the "Company"), DOES HEREBY CERTIFY in its capacity as an officer and not in their individual capacity to **REGIONS BANK**, an Alabama banking corporation ("Agent"), as collateral and administrative agent for itself and certain other financial institutions ("Lenders") as are parties from time to time to that certain Loan and Security Agreement dated \_\_\_\_\_, 2007, among Agent, Lenders, the Company, and certain affiliates of the Company (the Company and such affiliates being referred to collectively as the "Companies"), that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated \_\_\_\_\_, 2007, by and among the Companies and Agent (as amended from time to time to include future trademarks and trademark applications, the "Agreement"), has been maintained, consistent with the exercise of the Company's reasonable business judgment, at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_