

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
Norshield Corporation		05/14/2008	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3207566	NORSHIELD	
CORRESPONDENCE DATA			
Fax Number:	(212)735-2000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127353000		
Email:	elisha.sakur@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Jennifer Ward		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	109120/1		
NAME OF SUBMITTER:	Jennifer Ward		
Signature:	/Jennifer Ward/		

CH \$40.00 3207566

Date:

05/20/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2008 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **NORSHIELD CORPORATION**, an Alabama corporation, located at 2530 Riva Road, Suite 201, Annapolis, MD 21401 ("Assignor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, located at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, in its capacity as Collateral Agent for the Secured Parties (together with its successors and assigns in such capacity, the "Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in (or incorporated by reference into) the Security and Pledge Agreement.

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, modified, extended, renewed or replaced from time to time, the "Credit Agreement"), among **COMPUDYNE CORPORATION**, a Nevada corporation, located at 2530 River Road, Suite 201, Annapolis, Maryland 21401 (the "Borrower"), Borrower, the guarantors from time to time party thereto, the Administrative Agent, the Assignee, and the Lenders, the Lenders have agreed to make certain financial accommodations as set forth therein;

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement and the obligations of the Lenders to make the financial accommodations to the Borrower under the Credit Agreement, the Obligors executed and delivered that certain Security and Pledge Agreement dated as of November 1, 2007 (as it may be amended, modified, extended, renewed or replaced from time to time, the "Security and Pledge Agreement") among the Assignor, other guarantors from time to time a party thereto, and the Assignee in its capacity as Collateral Agent for the Lenders from time to time party to the Credit Agreement; and

WHEREAS, pursuant to the Security and Pledge Agreement, the Assignor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grants of Security Interests in the Trademark Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, Assignor hereby grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of Assignor in, to and under the following personal property of Assignor, whether now owned or existing or owned, acquired, or arising hereafter: (i) trademarks, trade names, service marks, domain names, designs, logos, other source or business identifiers, and all goodwill symbolized by and connected with any of the foregoing; (ii) all applications, registrations, recordings, renewals, extensions, continuations, continuations-in-part, divisionals, and re-examinations of, or in connection with, any of the foregoing, including the applications and registrations set forth on Schedule I hereto; (iii) the right to sue for past, present and future infringements, misappropriations, or dilutions of any of the foregoing; and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, damage awards, and proceeds of suit (the assets described in the preceding subsections (i) and (iv) shall hereinafter be referred to as the "Trademark Collateral").

Notwithstanding anything herein to the contrary, in no event shall the security interest granted under this Section 1 attach to any lease, license, contract, property rights or agreement to which Assignor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Assignor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term, in either case, would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided, however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above. It is the intention of Assignor and Assignee that this Trademark Security Agreement not constitute a fraudulent transfer or fraudulent conveyance under any state or federal law that may be applied hereto. The Assignor and, by its acceptance hereof, Assignee hereby acknowledges and agrees that, notwithstanding any other provision of this Trademark Security Agreement: (a) the indebtedness secured hereby shall be limited to the maximum amount of indebtedness that can be incurred or secured by the Assignor without rendering this Trademark Security Agreement subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of any applicable state or federal law, and (b) the Trademark Collateral pledged by the Assignor hereunder shall be limited to the maximum amount of Collateral that can be pledged by the Assignor without rendering this Trademark Security Agreement subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of any applicable state or federal law.

The Assignor and the Assignee, on behalf of the Secured Parties, hereby acknowledge and agree that the security interests created hereby in the Trademark Collateral constitute continuing collateral security for all of the Obligations whether now existing or hereafter arising and are not to be construed as an absolute assignment (as opposed to a conditional assignment for security purposes only) of any copyrights, patents, trademarks or any licenses therefor.

2. Security and Pledge Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee for the benefit of the Secured Parties pursuant to the Security and Pledge Agreement and Assignor hereby acknowledges and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any of the terms of this Trademark Security Agreement conflict with the terms of the Security and Pledge Agreement, the terms of the Security and Pledge Agreement shall control.

3. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart.

4. Governing Law; Submission to Jurisdiction; Venue; WAIVER OF JURY TRIAL. The terms of Sections 8.10, 8.14 and 8.15 of the Credit Agreement, with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

5. Successors and Assigns. This Trademark Security Agreement shall be binding on the Assignor and its respective successors and assignees, and shall inure to the benefit of its Assignee and its successors and assigns.

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ASSIGNOR:

NORSHIELD CORPORATION


By: Paul G. Murray
Name: Paul G. Murray
Title: CFO

Trademark Security Agreement

TRADEMARK
REEL: 003780 FRAME: 0636

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

WELLS FARGO FOOTHILL, INC.,
as Collateral Agent and Assignee

By 
Name: DANIEL WHITWER
Title: VICE PRESIDENT

Trademark Security Agreement

TRADEMARK
REEL: 003780 FRAME: 0637

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Reg. No.	Reg. Date	Status/ Comments
U.S.	NORSHIELD	3,207,566	2/13/2007	Registered