

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AlliedBarton Security Services LLC		08/21/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2680917	ALLIED SECURITY	
Registration Number:	2683440	ALLIED S E C U R I T Y QUALITY PEOPLE QUALITY TRAINING QUALITY SECURITY	
Registration Number:	3144421	ALLIEDBARTON	
Registration Number:	3144420	ALLIEDBARTON	
Registration Number:	3152959	ALLIEDBARTON SECURITY SERVICES	
Registration Number:	3223891	ALLIEDBARTON SECURITY SERVICES	
Registration Number:	2565104	BARTRONICS	
Registration Number:	2564091	BARTRONICS	
Registration Number:	2564090	BARTRONICS	
Registration Number:	1287491	BARTON	
Registration Number:	1295160	BARTON PROTECTIVE SERVICES INC.	
Registration Number:	2860459	AMERISEC	
Registration Number:	3264471	SYSTEMSWATCH	

OP \$540.00 2680917

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TRADEMARK
REEL: 003845 FRAME: 0653

Registration Number:	2143680	PROFESSIONAL SECURITY BUREAU, LTD.
Registration Number:	2755629	PROFESSIONAL SECURITY
Registration Number:	2769097	VANELLA
Registration Number:	2769099	VANELLA INFORM:EMPOWER:EMPLOY
Registration Number:	3050223	INTELLIGENCE WITH DILIGENCE
Registration Number:	3054239	HR PLUS
Registration Number:	2882823	BUILDING A GREAT WORKFORCE WITH YOU
Registration Number:	2331767	STAT AMERICA

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33665
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/02/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT dated as of August 21, 2008 (this "*Agreement*"), among ALLIEDBARTON SECURITY SERVICES LLC (the "*Grantor*") and CREDIT SUISSE, as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Intellectual Property Security Agreement dated as of August 21, 2008 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the AB MERGER SUB LLC (to be merged with and into ALLIED SECURITY HOLDINGS LLC), a Delaware limited liability company (the "*Borrower*"), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of August 21, 2008 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, AB Capital Holdings LLC, a Delaware limited liability company, AB Intermediate Holdings, Inc., a Delaware corporation, the other Guarantors from time to time party thereto, each Lender from time to time party thereto, Credit Suisse, as Administrative Agent, Collateral Agent and Swing Line Lender, each lender from time to time party thereto (collectively, the "*Lenders*" and individually, a "*Lender*") and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States:

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “*Trademarks*”),

(b) all goodwill associated with or symbolized by the Trademarks and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

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

**ALLIEDBARTON SECURITY
SERVICES LLC
as the Grantor,**

by

Name:

Title:

**CREDIT SUISSE, CAYMAN ISLANDS
BRANCH,
as Collateral Agent,**

By: 

Name:
Title:

JUDITH E. SMITH
DIRECTOR

By: 

Name:
Title:

KARIM BLASETTI
VICE PRESIDENT

[Signature Page to AlliedBarton Short Form Trademark Agreement]

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Schedule I

Registered Trademarks and Trademark Applications

Trademark	Record Owner	Registration or Application No.
ALLIED SECURITY	AlliedBarton Security Services LLC	2680917
ALLIED SECURITY QUALITY PEOPLE QUALITY TRAINING QUALITY SECURITY (Stylized)	AlliedBarton Security Services LLC	2683440
ALLIEDBARTON	AlliedBarton Security Services LLC	3144421
ALLIEDBARTON (Stylized)	AlliedBarton Security Services LLC	3144420
ALLIEDBARTON SECURITY SERVICES	AlliedBarton Security Services LLC	3152959
ALLIEDBARTON SECURITY SERVICES (Stylized)	AlliedBarton Security Services LLC	3223891
BARTRONICS (Class 9)	AlliedBarton Security Services LLC	2565104
BARTRONICS (Class 42)	AlliedBarton Security Services LLC	2564091
BARTRONICS (Sylized)	AlliedBarton Security Services LLC	2564090
BARTON	AlliedBarton Security Services LLC	1287491
BARTON PROTECTIVE SERVICES, INC.	AlliedBarton Security Services LLC	1295160
AMERISEC	AlliedBarton Security Services LLC	2860459
SYSTEMSWATCH	AlliedBarton Security Services LLC	3264471
PROFESSIONAL SECURITY BUREAU, LTD.	AlliedBarton Security Services LLC	2143680
PROFESSIONAL SECURITY AND DESIGN	AlliedBarton Security Services LLC	2755629
VANELLA	AlliedBarton Security Services LLC	2769097
VANELLA INFORM: EMPOWER: EMPLOY and DESIGN	AlliedBarton Security Services LLC	2769099

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Trademark	Record Owner	Registration or Application No.
INTELLIGENCE WITH DILIGENCE	AlliedBarton Security Services LLC	3050223
HR PLUS	AlliedBarton Security Services LLC	3054239
BUILDING A GREAT WORKFORCE WITH YOU	AlliedBarton Security Services LLC	2882823
STAT AMERICA and DESIGN	AlliedBarton Security Services LLC	2331767

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