

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|--------------------------------------------------------------------------------------|------------------------------------|----------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SpectaGuard Acquisition 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2690648 | SPECTAGUARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (866)826-5420 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| 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: | 33664 | | |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa | | |
| Signature: | /pja/ | | |

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REEL: 003845 FRAME: 0669

Date:

09/02/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of August 21, 2008 (this "**Agreement**"), among SPECTAGUARD ACQUISITION 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 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 are 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.

SPECTAGUARD ACQUISITION 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 SpectaGuard Short Form Trademark Agreement]

[[3092612]]

Schedule I

Registered Trademarks and Trademark Applications

| Trademark | Record Owner | Registration or Application No. |
|-------------|-----------------------------|---------------------------------|
| SPECTAGUARD | SpectaGuard Acquisition LLC | 2690648 |

[[3092612]]