

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
Napco Security Systems, Inc.		10/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank, USA, NA as Agent		
Street Address:	534 Broad Hollow Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2580273	IQUE	
Registration Number:	1588508	MARKS	
Registration Number:	1587423	MARKS USA	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-408-3121 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	760676		
NAME OF SUBMITTER:	Jean Paterson		

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Signature:	/Jean Paterson/
Date:	10/16/2008
Total Attachments: 4 source=10-16-08 Napco Security-TM#page1.tif source=10-16-08 Napco Security-TM#page2.tif source=10-16-08 Napco Security-TM#page3.tif source=10-16-08 Napco Security-TM#page4.tif	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 14, 2008, is executed by **NAPCO SECURITY SYSTEMS, INC.**, a Delaware corporation (the “Grantor”), in favor of **HSBC BANK USA, NATIONAL ASSOCIATION**, as Collateral Agent, as the secured party (in such capacity, the “Secured Party”).

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of August 18, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, the Lenders (as defined in the Credit Agreement) and the Secured Party, as Collateral Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1 annexed hereto and made a part hereof, which trademarks are registered in the United States Patent and Trademark Office (collectively, the “Trademarks”);

WHEREAS, the Grantor has entered into that certain Amended and Restated Continuing General Security Agreement, dated as of August 18, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to and confirm to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby 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.

The Secured Party's address is:

HSBC BANK USA, NATIONAL ASSOCIATION
534 Broad Hollow Road
Melville, New York 11747
Attn: Mr. Christopher Mendelsohn
Commercial Executive

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

NAPCO SECURITY SYSTEMS, INC.

By: *K. Buchel, SrP*
Kevin S. Buchel
Senior Vice President of
Operations and Finance

State of New York, County of _____, ss:

On the 14TH day of October, in the year 2008, before me the undersigned, personally appeared Kevin S. Buchel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Cary J. Markowitz 10/14/08
Notary Public

GARY J. MARKOWITZ
NOTARY PUBLIC STATE OF NEW YORK
01MAG105960 NASSAU COUNTY
COMMISSION EXPIRES FEBRUARY 23, 2012

SCHEDULE 1
TO
GRANT OF SECURITY INTEREST TRADEMARKS

SERIAL NUMBER	REGISTRATION NUMBER	WORD MARK
76254477	2580273	IQUE
73800909	1588508	MARKS
73749335	1587423	MARKS USA