

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Security Alarm Financing Enterprises, L.P.		04/17/2009	LIMITED PARTNERSHIP: CALIFORNIA
Security Alarm Financing Enterprises, Inc.		04/17/2009	CORPORATION: CALIFORNIA
California Security Alarms, Inc.		04/17/2009	LIMITED PARTNERSHIP: CALIFORNIA
Safe Security Inc.		04/17/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	101 N. Tryon Street
<b>Internal Address:</b>	One Independence Center
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2505890	S
Registration Number:	2386889	S SAFE
Registration Number:	2432599	SAFE
Registration Number:	2939036	S SAFE
Registration Number:	2852346	SAFE FINANCIAL
Registration Number:	3116559	SAFE SECURITY
Registration Number:	3109607	SAFE SERVICE
Registration Number:	2757962	SECURITY ALARM FINANCING ENTERPRISES
Registration Number:	3346190	SAFE SECURITY

**CH \$315.00 2505890**

Registration Number:	2349194	
Registration Number:	1535679	CALIFORNIA SECURITY
Registration Number:	1533545	CALIFORNIA SECURITY

**CORRESPONDENCE DATA**

Fax Number: (412)562-1041  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 412-562-1637  
Email: vicki.cremonese@bipc.com  
Correspondent Name: Michael L. Dever  
Address Line 1: 301 Grant Street  
Address Line 2: 20th Floor  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0076053-000005
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	04/24/2009

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of April 17, 2009, by SECURITY ALARM FINANCING ENTERPRISES, L.P., a California limited partnership ("SAFE LP"), SECURITY ALARM FINANCING ENTERPRISES, Inc., a California corporation ("SAFE Inc."), CALIFORNIA SECURITY ALARMS, INC, a California corporation ("Cal Security"), and SAFE SECURITY INC., a Delaware corporation ("SAFE Security"), together with SAFE LP, SAFE Inc. and Cal Security each a "Grantor", and collectively the "Grantors", in favor of BANK OF AMERICA, N.A., as agent for certain lenders ("Lenders") (in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 17, 2009 by and among Grantors, the other Loan Parties from time to time party thereto, Lenders from time to time party thereto, and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified through the date hereof, the "Credit Agreement"), Agent and Lenders agreed to provide the Loans and grant other financial accommodations to Loan Parties;

WHEREAS, in order to induce Agent and Lenders to provide the Loans and grant other financial accommodations to Loan Parties as provided for in the Credit Agreement, Grantors executed and delivered to Agent, for itself and the benefit of Lenders, that certain Security Agreement dated as of April 17, 2009 (the "Security Agreement"); and

WHEREAS, as a condition to Agent and Lenders entering into the Credit Agreement, Grantors have agreed to enter into this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby jointly and severally agrees as follows:

1. DEFINED TERMS. All capitalized terms used, but not otherwise defined, herein have the meanings given to them in the Credit Agreement, and the rules of construction set forth in Section 1.02 [Other Interpretive Provisions] of the Credit Agreement shall apply to this Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's: (i) trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all

registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar officer or agency or the United States, any state or territory thereof, or any other country or political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated or symbolized by any of the foregoing ("Trademarks"), and all of such Grantor's rights under any written agreement now owned or hereafter acquired by any Loan Party granting any right to use any Trademark ("Trademark Licenses") to such Trademark License which such Grantor is a party, including those Trademarks and Trademark Licenses referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, any claim by any Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement, each Grantor hereby jointly and severally acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

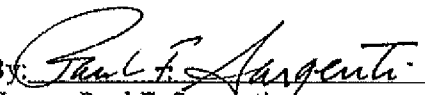
[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]**

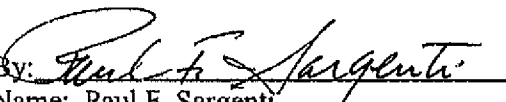
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SECURITY ALARM FINANCING  
ENTERPRISES, L.P.**

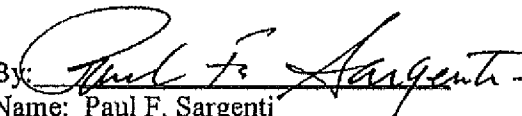
By: SECURITY ALARM FINANCING  
ENTERPRISES, INC., its general  
partner

By:   
Name: Paul F. Sargenti  
Title: President and CEO

**CALIFORNIA SECURITY ALARMS,  
INC.**

By:   
Name: Paul F. Sargenti  
Title: President and CEO

**SECURITY ALARM FINANCING  
ENTERPRISES, INC.**

By:   
Name: Paul F. Sargenti  
Title: President and CEO

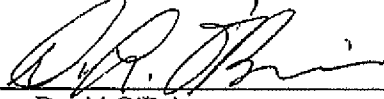
**SAFE SECURITY INC.**

By:   
Name: Paul F. Sargenti  
Title: President and CEO

**[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]**

**ACCEPTED AND ACKNOWLEDGED BY:**

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_

Name: David O'Brien

Title: Senior Vice President

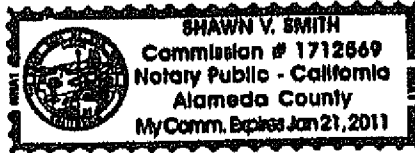
ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA            )  
  )        ss.  
COUNTY OF CONTRA COSTA    )

On this 15<sup>th</sup> day of April, 2009 before me personally appeared Paul F. Sargenti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument as President and CEO of Security Alarm Financing Enterprises, Inc., as general partner of Security Alarm Financing Enterprises, L.P., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Shawn V. Smith  
Notary Public

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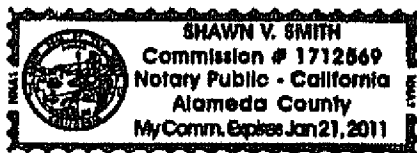


STATE OF CALIFORNIA            )  
  )        ss.  
COUNTY OF CONTRA COSTA    )

On this 15<sup>th</sup> day of April, 2009 before me personally appeared Paul F. Sargenti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of California Security Alarms, Inc., as President and CEO, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Shawn V. Smith  
Notary Public

{seal}



STATE OF CALIFORNIA            )  
  )        ss.  
COUNTY OF CONTRA COSTA    )

On this 15<sup>th</sup> day of April, 2009 before me personally appeared Paul F. Sargenti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Security Alarm Financing Enterprises, Inc., as President and CEO, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Shawn V. Smith  
Notary Public

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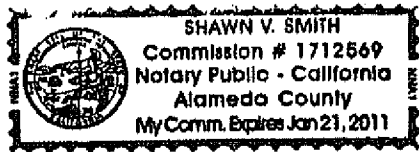


STATE OF CALIFORNIA            )  
  )        ss.  
COUNTY OF CONTRA COSTA    )

On this 15<sup>th</sup> day of April, 2009 before me personally appeared Paul F. Sargenti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SAFE Security Inc., as President and CEO, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Shawn V. Smith  
Notary Public

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**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

A. Federal Registrations and Applications

<b>Mark</b>	<b>Owner</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Issue Date</b>
Lighthouse Design	Security Alarm Financing Enterprises, Inc.	75/867,527 12/09/1999	2,505,890 11/13/2001
S SAFE (Stylized)	Security Alarm Financing Enterprises, L.P.	75/517,139 07/10/1998	2,386,889 09/19/2000
SAFE	Security Alarm Financing Enterprises, L.P.	75/517,045 07/10/1998	2,432,599 03/06/2001
SAFE & Design	Security Alarm Financing Enterprises, L.P.	76/170,348 11/22/2000	2,939,036 04/12/2005
SAFE FINANCIAL	Security Alarm Financing Enterprises, L.P.	76/170,214 11/22/2000	2,852,346 06/15/2004
SAFE SECURITY	Security Alarm Financing Enterprises, L.P.	78/591,366 03/21/2005	3,116,559 07/18/2006
SAFE SERVICE	Security Alarm Financing Enterprises, L.P.	76/241,616 04/16/2001	3,109,607 06/27/2006
SECURITY ALARM FINANCING ENTERPRISES	Security Alarm Financing Enterprises, L.P.	76/211,920 02/15/2001	2,757,962 09/02/2003
SAFE SECURITY & Design	Security Alarm Financing Enterprises, L.P.	78/910,334 06/16/2006	3,346,190 11/27/2007
Miscellaneous design for a stripe containing wording which runs diagonally from a lower front portion of a vehicle to an upper rear portion of the vehicle.	California Security Alarms, Inc.	75/175,932 10/02/1996	2,349,194 05/16/2000
CALIFORNIA SECURITY & Design	California Security Alarms, Inc.	73/641,873 01/29/1987	1,535,679 04/18/1989
CALIFORNIA SECURITY	California Security Alarms, Inc.	73/641,874 01/29/1987	1,533,545 04/04/1989

B. Domain Names

1. SAFEFINANCIAL.BIZ

C. Common Law Rights

1. Security Alarm Financing Enterprises, L.P. has certain common law rights in the name "SAFE."

2. Security Alarm Financing Enterprises, L.P. owns the name California Security Alarms, Inc.