

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Saf-T-Net, Inc.		02/13/2009	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Plexus Fund I, L.P.		
<b>Street Address:</b>	4601 Six Forks Road, Suite 528		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27609		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3067496	ALERTNOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7043315792		
<b>Email:</b>	donna.millard@klgates.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 N Tryon St, Hearst Tower 47th Floor		
<b>Address Line 2:</b>	K & L Gates LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	2930583.025PLEXUSCAPITALP		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		
<b>Signature:</b>	/ Karl S. Sawyer, Jr. /		

OP \$40.00 3067496

Date:

04/28/2009

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February 13, 2009 by and between **SAF-T-NET, INC.**, a North Carolina corporation (the "Grantor"), having its chief executive office at 4000 Westchase Boulevard, Suite 190, Raleigh, North Carolina 27607, and **PLEXUS FUND I, L.P.**, a Delaware limited partnership, as collateral agent (in such capacity, the "**Secured Party**") for the ratable benefit of itself and the other Holders from time to time party to the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**") by and between the Grantor and the Secured Party.

This Agreement is executed pursuant to the terms of (a) the Purchase Agreement and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") executed by the Grantor in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SAF-T-NET, INC.

By: Howard Udell  
Name: Howard Udell  
Title: Chairman

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Sarah L Phillips, a Notary Public for said County and State, do hereby certify that Howard Udell personally appeared before me this day and stated that he is Chairman of Saf-T-Net, Inc. and acknowledged, on behalf of Saf-T-Net, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this 13<sup>th</sup> day of February, 2009.

Sarah L Phillips  
Notary Public

My commission expires:

10-11-2011



[Trademark Security Agreement – Saf-T-Net, Inc.]

Agreed and Accepted as of the 13<sup>th</sup> day of  
February, 2009.

**PLEXUS FUND I, L.P.,**  
as Secured Party

By: **PLEXUS FUND I GP, LLC,**  
its General Partner

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

Name: Robert S. Gefaell, Jr.

Title: Manager

[Trademark Security Agreement – Saf-T-Net, Inc.]

**TRADEMARK**  
**REEL: 003977 FRAME: 0756**

Schedule A to Trademark Security Agreement

TRADEMARKS

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
ALERTNOW  (Registered Service Mark owned by Saf-T-Net, Inc. (registered in prior name of Triangle Resource Group, Inc.))	3,067,496	March 14, 2006	US (USPTO)

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.