

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTRAL SECURITY GROUP - NATIONWIDE, INC.		09/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THE ROYAL BANK OF SCOTLAND PLC, AS COLLATERAL AGENT		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	BANKING CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3518372	CSG CENTRAL SECURITY GROUP NATIONWIDE 1-888-642-4567	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038264-0022		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		

OP \$40.00 3518372

Date:

09/09/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 3, 2009 is entered into by CENTRAL SECURITY GROUP - NATIONWIDE, INC., a Delaware corporation (the "Grantor") and THE ROYAL BANK OF SCOTLAND PLC, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement dated as of December 8, 2006 among Central Security Group, Inc., each of the other grantors party thereto (collectively, the "Loan Parties"), and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Loan Parties are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

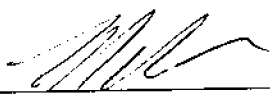
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.


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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

CENTRAL SECURITY GROUP - NATIONWIDE, INC.

By: 
Name: Mark C. Wilson
Title: CEO

THE ROYAL BANK OF SCOTLAND PLC,
as Collateral Agent

By: 
Name: Curtis Luckes
Title: Managing Director

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status Comment
CSG CENTRAL SECURITY GROUP NATIONWIDE 1-888- 642-4567	US	3518372 (78/860020)	10/14/2008 (04/12/2006)	Central Security Group – Nationwide, Inc.	

U.S. TRADEMARK APPLICATIONS

None.

STATE OF TULSA)
)
COUNTY OF TULSA) ss:

On 9-3-09, before me, the undersigned, a notary public in and for said state and county, personally appeared Mark C. Wilson personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the CEO, on behalf of CENTRAL SECURITY GROUP - NATIONWIDE, INC., a Delaware corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Stephanie Fanni
Notary Public

My Commission Expires:

Sept 7, 2011
Comm# 07008687