

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Interest at Reel/Frame 3583/0262		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bear Stearns Corporate Lending, Inc.		11/17/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	270 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1553206	MONITAL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	045494-0024		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	045494-0024		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		
Date:	11/17/2009		

OP \$40.00 1553206

**Total Attachments: 18**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

Reference is made to (i) the Second Amended and Restated Credit Agreement, dated as of November 17, 2009 (the "Restated Credit Agreement"), by and among PROTECTION ONE, INC. ("Holdings"), PROTECTION ONE ALARM MONITORING, INC. (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto as lenders, J.P. MORGAN SECURITIES INC., as sole lead arranger and sole book manager, and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and the other agents and arrangers parties thereto, (ii) the Guarantee and Collateral Agreement, dated as of April 18, 2005 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Guarantee and Collateral Agreement"), by and among Holdings, the Borrower, each of the other Grantors party thereto and Bear Stearns Corporate Lending, Inc. (the "Existing Agent"), (iii) the Trademark Security Agreement, dated as of April 18, 2005 (the "Borrower Trademark Security Agreement"), between the Borrower and the Existing Agent, (iv) the Trademark Security Agreement, dated as of April 18, 2005 (the "NMSC Trademark Security Agreement"), between Network Multi-Family Security Corporation ("NMSC") and the Existing Agent, (v) the Copyright Security Agreement, dated as of April 18, 2005 (the "Borrower Copyright Security Agreement"), between the Borrower and the Existing Agent, (vi) the After-Acquired Trademark Security Agreement (First Supplemental Filing), dated as of April 24, 2006 (the "Borrower First Supplemental Trademark Security Agreement"), between the Borrower and the Existing Agent, (vii) the After Acquired Trademark Security Agreement (First Supplemental Filing), dated as of April 24, 2006 (the "NMSC First Supplemental Trademark Security Agreement"), between NMSC and the Existing Agent, (viii) the Trademark Security Agreement, dated as of April 2, 2007 (the "IASG Trademark Security Agreement"), among American Home Security, Inc., Criticom International Corporation, National Alarm Computer Center, Inc., Integrated Alarm Services, Inc., Everest Video Systems, LLC, Monital Signal Corporation and Integrated Alarm Services Group, Inc. (collectively, the "IASG Entities") and the Existing Agent, (ix) the Patent Security Agreement, dated as of April 2, 2007 (the "IASG Patent Security Agreement"), among the IASG Entities and the Existing Agent, and (x) the Copyright Security Agreement, dated as of April 2, 2007 (the "IASG Copyright Security Agreement" and, together with the Borrower Trademark Security Agreement, the NMSC Trademark Security Agreement, the Borrower Copyright Security Agreement, the Borrower First Supplemental Trademark Security Agreement, the NMSC First Supplemental Trademark Security Agreement, the IASG Trademark Security Agreement, the IASG Patent Security Agreement and the IASG Copyright Security Agreement, the "Intellectual Property Security Agreements"), among the IASG Entities and the Existing Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the applicable Intellectual Property Security Agreement, as the context may require.

WHEREAS, pursuant to the Borrower Trademark Security Agreement, and the security interest which was recorded with the U.S. Patent and Trademark Office on June 6, 2005 at Reel/Frame No. 3097/0436, the Borrower granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule I, and all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing;

WHEREAS, pursuant to the NMSC Trademark Security Agreement which was recorded with the U.S. Patent and Trademark Office on June 6, 2005 at Reel/Frame No. 3097/0447, Network Multi-Family Security Corporation granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule II, and all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Borrower Copyright Security Agreement which was filed with the Library of Congress, Copyright Office prior to the date hereof, the Borrower granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Copyrights listed on Schedule III, and all Goodwill associated with such Copyrights and all Proceeds of any and all of the foregoing;

WHEREAS, pursuant to the Borrower First Supplemental Trademark Security Agreement which was recorded with the U.S. Patent and Trademark Office on April 24, 2006 at Reel/Frame No. 3295/0395, the Borrower granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule IV, and all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing;

WHEREAS, pursuant to the NMSC First Supplemental Trademark Security Agreement which was recorded with the U.S. Patent and Trademark Office on April 24, 2006 at Reel/Frame No. 3295/0404, Network Multi-Family Security Corporation granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule V, and all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing;

WHEREAS, pursuant to the IASG Trademark Security Agreement which was recorded with the U.S. Patent and Trademark Office on July 18, 2007 at Reel/Frame No. 3583/0242, Criticom International Corporation granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule VI, and all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing;

WHEREAS, pursuant to the IASG Trademark Security Agreement which was recorded with the U.S. Patent and Trademark Office on July 18, 2007 at Reel/Frame No. 3583/0252, Integrated Alarm Services Group, Inc. granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule VII, and all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing;

WHEREAS, pursuant to the IASG Trademark Security Agreement which was recorded with the U.S. Patent and Trademark Office on July 18, 2007 at Reel/Frame No. 3583/0262, Monital Signal Corporation granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule VIII, and all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing;

WHEREAS, pursuant to the IASG Patent Security Agreement which was recorded with the U.S. Patent and Trademark Office on July 18, 2007 at Reel/Frame No. 019572/0326 granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Patents listed on Schedule IX, and all Goodwill associated with such Patents and all Proceeds of any and all of the foregoing;

WHEREAS, pursuant to the IASG Copyright Security Agreement which was recorded with the Library of Congress, Copyright Office on July 20, 2007 at Microfilm V3554D752P1-7, the grantors party thereto granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Copyrights listed on Schedule X, and all Goodwill associated with such Copyrights and all Proceeds of any and all of the foregoing;

WHEREAS, (i) Existing Agent has resigned in its capacity as administrative agent in accordance with the terms of Section 10.9 of the Original Credit Agreement (as defined in the Restated

Credit Agreement) and (ii) pursuant to that certain Amendment and Restatement and Resignation and Appointment Agreement, dated as of November 17, 2009, the Lenders comprising Required Lenders (as such terms are defined in the Original Credit Agreement) have appointed JPMorgan Chase Bank, N.A. as successor administrative agent (in such capacity, the "Successor Agent").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Existing Agent and the Successor Agent hereby agree as follows:

The Existing Agent hereby irrevocably assigns to the Successor Agent without recourse, and the Successor Agent hereby assumes from the Existing Agent, the interest in and to the Existing Agent's rights and obligations under the Intellectual Property Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption Agreement shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption Agreement, it will be delivered to the Successor Agent for recording by the Successor Agent pursuant to the Guarantee and Collateral Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office and the Library of Congress, Copyright Office.

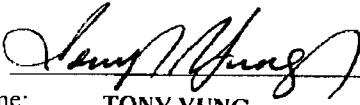
From and after the Effective Date, (a) the Successor Agent shall be a party to the Guarantee and Collateral Agreement and the Intellectual Property Security Agreements and shall have the rights and obligations of Administrative Agent thereunder and under the other Loan Documents and shall be bound by the provisions thereof, and (b) the Existing Agent shall relinquish its rights and be released from its obligations under the Guaranty and Collateral Agreement and the Intellectual Property Security Agreements.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

**JPMORGAN CHASE BANK, N.A.**  
as Successor Agent

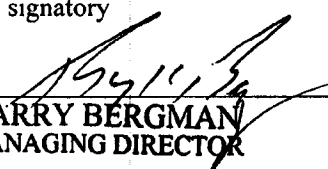
By:   
Name: TONY YUNG  
Title: VICE PRESIDENT

*Assignment and Assumption Agreement (Intellectual Property)*

Accepted:

**BEAR STEARNS CORPORATE LENDING INC.**  
as Existing Agent

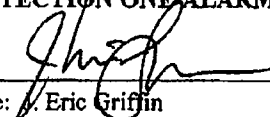
By: JPMORGAN CHASE BANK, N.A.,  
authorized signatory

By:   
Name: **BARRY BERGMAN**  
Title: **MANAGING DIRECTOR**

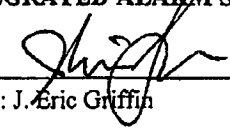
*Assignment and Assumption Agreement (Intellectual Property)*

**TRADEMARK**  
**REEL: 004097 FRAME: 0936**

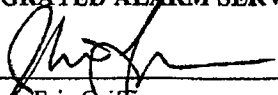
**PROTECTION ONE ALARM MONITORING, INC.**

By:   
Name: J. Eric Griffin  
Date:

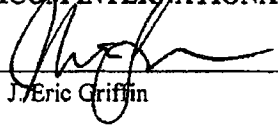
**INTEGRATED ALARM SERVICES GROUP, INC.**

By:   
Name: J. Eric Griffin  
Date:


**INTEGRATED ALARM SERVICES GROUP, INC.**

By:   
Name: J. Eric Griffin  
Date:

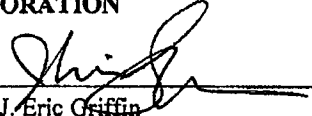
**CRITICOM INTERNATIONAL CORPORATION**

By:   
Name: J. Eric Griffin  
Date:

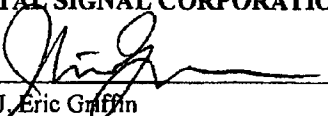
**NATIONAL ALARM COMPUTER CENTER, INC.**

By:   
Name: J. Eric Griffin  
Date:

**NETWORK MULTI-FAMILY SECURITY CORPORATION**

By:   
Name: J. Eric Griffin  
Date:

**MONTAL SIGNAL CORPORATION**

By:   
Name: J. Eric Griffin  
Date:





*Assignment and Assumption Agreement (Intellectual Property)*






SCHEDULE I  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

**Reel/Frame: 3097/0436**

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
BECAUSE YOUR WORLD IS WORTH PROTECTING	76431469 17-JUL-2002	2746660 05-AUG-2003	Registered	Protection One Alarm Monitoring, Inc.
D DYNAMARK SECURITY CENTERS 	73495039 15-AUG-1984	1335309 14-MAY-1985	Renewed (Registered)	Protection One Alarm Monitoring, Inc.
D DYNAWATCH 	73495395 17-AUG-1984	1335868 14-MAY-1985	Renewed (Registered)	Protection One Alarm Monitoring, Inc.
DYNAMARK	73810863 05-JUL-1989	1579938 30-JAN-1990	Renewed (Registered)	Protection One Alarm Monitoring, Inc.
DYNAMARK SECURITY CENTERS "WE PROTECT AMERICA" 	74064074 30-MAY-1990	1761698 30-MAR-1993	Renewed (Registered)	Protection One Alarm Monitoring, Inc.
DYNAWATCH	74624327 23-JAN-1995	1942795 19-DEC-1995	Renewed (Registered)	Protection One Alarm Monitoring, Inc.
HOME COMPANION	76526278 27-JUN-2003	2842793 18-MAY-2004	Registered	Protection One Alarm Monitoring, Inc.
IS YOUR SIGN UP YET?	76431466 17-JUL-2002	2746659 05-AUG-2003	Registered	Protection One Alarm Monitoring, Inc.
OUR BUSINESS IS PROTECTING YOUR BUSINESS	76443733 26-AUG-2002	2792649 09-DEC-2003	Registered	Protection One Alarm Monitoring, Inc.
PRIMECELL	78513148 08-NOV-2004	3172218 14-NOV-2006	Registered	Protection One Alarm Monitoring, Inc.
PROTECTING YOUR BUSINESS IS OUR BUSINESS	76443732 26-AUG-2002	2746730 05-AUG-2003	Registered	Protection One Alarm Monitoring, Inc.
PROTECTION ONE 	78564827 10-FEB-2005	3057621 07-FEB-2006	Registered	Protection One Alarm Monitoring, Inc.
SECURECELL	76439896 13-AUG-2002	2801215 30-DEC-2003	Registered	Protection One Alarm Monitoring, Inc.
SECUREMOVE	76545020	2874087	Registered	Protection One

<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>	<b>Owner</b>
	03-SEP-2003	17-AUG-2004		Alarm Monitoring, Inc.
SECURETOUCH	76519825 05-JUN-2003	2829717 06-APR-2004	Registered	Protection One Alarm Monitoring, Inc.
TRISECURE MONITORING	78524611 30-NOV-2004	3163751 24-OCT-2006	Registered	Protection One Alarm Monitoring, Inc.
WE PROTECT AMERICA	74561292 15-AUG-1994	2849961 08-JUN-2004	Registered	Protection One Alarm Monitoring, Inc.
PROTECTION ONE	74158828 17-APR-1991	1686181 12-MAY-1992	Renewed (Registered)	Protection One Alarm Monitoring, Inc.
PROTECTION ONE	73758423 18-OCT-1988	1541841 30-MAY-1989	Renewed (Registered)	Protection One Alarm Monitoring, Inc.
24 HOUR ALARM SERVICES PROTECTION ONE 	75182011 16-OCT-1996	2091397 26-AUG-1997	Renewed (Registered)	Protection One Alarm Monitoring, Inc.

SCHEDULE II  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

Reel/Frame: 3097/0447

<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>	<b>Owner</b>
NETWORK MULTIFAMILY	76558592 28-OCT-2003	2927429 22-FEB-2005	Registered Section 2(F)	Network Multi- Family Security Corporation
NETWORK SECURITY	73378932 09-AUG-1982	1274540 17-APR-1984	Renewed (Registered)	Network Multi- Family Security Corporation

SCHEDULE III

to


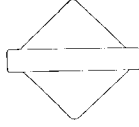


ASSIGNMENT AND ASSUMPTION AGREEMENT

**Microfilm: To be determined**

Title	Reg. No.	Reg. Date	Owner
Protection One owner's video guide	PA430096	15-SEPT-1989	Protection One Alarm Monitoring, Inc.


SCHEDULE IV  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

Reel/Frame: 3295/0395

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
ALWAYSPI	78862556 17-APR-2006		Published (Pending) Intent To Use	Protection One Alarm Monitoring, Inc.
ALWAYSPI	78862559 17-APR-2006		Published (Pending) Intent To Use	Protection One Alarm Monitoring, Inc.
D DYNAMARK SECURITY CENTERS 	73495039 15-AUG-1984	1335309 14-MAY-1985	Renewed (Registered)	Protection One Alarm Monitoring, Inc.
Design Only 	75182013 16-OCT-1996	2156232 12-MAY-1998	Renewed (Registered) Section 2(F)	Protection One Alarm Monitoring, Inc.
PROTECTION ONE 	78648089 10-JUN-2005	3093237 16-MAY-2006	Registered	Protection One Alarm Monitoring, Inc.
PROTECTION ONE 	78564827 10-FEB-2005	3057621 07-FEB-2006	Registered	Protection One Alarm Monitoring, Inc.



SCHEDULE V  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

Reel/Frame: 3295/0404

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
MULTIFAMILY 360 	78839696 17-MAR-2006	3522595 21-OCT-2008	Registered Partial Section 2(F)	Network Multi- Family Security

SCHEDULE VI  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

Reel/Frame: 3583/0242

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
01 	76414727 05-JUN-2002	2887096 21-SEP-2004	Registered	Criticom International Corporation
CRITICOM	74672970 12-MAY-1995	2042378 04-MAR-1997	Renewed (Registered)	Criticom International Corporation
IDC	74050630 19-APR-1990	1645461 21-MAY-1991	Renewed (Registered)	Criticom International Corporation
PRO SQUARED	78245040 02-MAY-2003	2891983 05-OCT-2004	Registered	Criticom International Corporation
PRO SQUARED 	78245047 02-MAY-2003	2924274 01-FEB-2005	Registered	Criticom International Corporation




SCHEDULE VII  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

Reel/Frame: 3583/0252

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
IASG IS SECURITY	78569862 17-FEB-2005	3055300 31-JAN-2006	Registered	Integrated Alarm Services Group, Inc.
INTEGRATED ALARM SERVICES GROUP	78757992 21-NOV-2005	3215168 06-MAR-2007	Registered	Integrated Alarm Services Group, Inc.
KING CENTRAL	76511161 14-APR-2003	2822858 16-MAR-2004	Registered	Integrated Alarm Services Group, Inc.
NACC <b>NACC</b>	78629708 13-MAY-2005	3087564 02-MAY-2006	Registered	Integrated Alarm Systems Group, Inc.
WE KEEP BAD THINGS FROM HAPPENING TO GOOD PEOPLE	78514362 10-NOV-2004	3041063 10-JAN-2006	Registered	Integrated Alarm Systems Group, Inc.

SCHEDULE VIII  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

Reel/Frame: 3583/0262

<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>	<b>Owner</b>
MONITAL 	73735424 20-JUN-1988	1553206 22-AUG-1989	Registered	Monital Signal Corporation

SCHEDULE IX

to

ASSIGNMENT AND ASSUMPTION AGREEMENT

Reel/Frame: 019572/0326

<b>Title</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Owner</b>
Remote video queuing and display system	10703073	11/07/2003	Integrated Alarm Services Group, Inc.

SCHEDULE X  
to  
ASSIGNMENT AND ASSUMPTION AGREEMENT

**Microfilm: V3554 D752 P1-7**

<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
Billing calculator : version 1.0.	TXu-388-683	10/03/1989	Monital Signal Corporation
Dealer access : version 1.3.	TXu-391-477	11/24/1989	Monital Signal Corporation
Monital Signal Corporation dealer guidelines.	TXu-398-085	10/23/1989	Monital Signal Corporation
Radio propagation and AES IntelliNet radio network primer.	TXu-877-779	09/21/1998	Monital Signal Corporation