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
Allen-Vanguard Technologies Inc.		12/18/2009	CORPORATION: CANADA
Vanguard Response Systems (UK) Limited		12/18/2009	COMPANY: UNITED KINGDOM
PW Allen Holdings Limited		12/18/2009	COMPANY: UNITED KINGDOM
Allen-Vanguard Ltd.		12/18/2009	COMPANY: UNITED KINGDOM
Hazard Management Solutions Limited		12/18/2009	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	12th Floor South Tower
Internal Address:	Royal Bank Plaza, 200 Bay Street
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5J 2W7
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3671374	SWATBOT
Registration Number:	3030952	sкм
Registration Number:	3198016	TARANIS
Registration Number:	3395648	MICROVIPER
Registration Number:	3351923	OMNISEAL
Serial Number:	78328193	SEARCHTEC
Registration Number:	3294357	HAL
Registration Number:	3410207	BOMBTEC

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900151372

CORRESPONDENCE DATA

Fax Number: (215)655-2286

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@dechert.com, jacob.bishop@dechert.com

Correspondent Name: Jacob Bishop
Address Line 1: Dechert LLP

Address Line 2: Cira Centre, 2929 Arch Street

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	103916
NAME OF SUBMITTER:	Jacob Bishop
Signature:	/Jacob Bishop/
Date:	01/06/2010

Total Attachments: 12

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Debenture

Dated 18 December 2009

Between

- (1) Allen-Vanguard Technologies Inc. a corporation incorporated under the laws of the Province of Ontario, Canada having its registered office at 2400 St. Laurent Blvd. Ottawa, Ontario K1G 6C4, Canada (the Parent);
- (2) The companies listed in Schedule 1 (Original Chargors) (the Original Chargors); and
- (3) Royal Bank of Canada as administrative agent for the Secured Parties (the Administrative Agent).

Recitals

- A The Secured Parties have agreed to make credit facilities available on the terms of the Credit Agreement.
- B The Parent and the Chargors have agreed to provide Security to the Administrative Agent (as administrative agent for the Secured Parties on the terms of the Credit Agreement) to secure the payment and discharge of the Secured Liabilities.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Credit Agreement shall have the same meanings in this Debenture unless they are expressly defined in it and, in addition, in this Debenture:

Act means the Law of Property Act 1925.

Account means a Current Account or a Letter of Credit Collateral Account.

Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

Book Debts means, in relation to a Chargor, all its book and other debts of any nature, and all other rights to receive money (excluding the Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

Chargor means each Original Chargor and each company which grants Security over its assets in favour of the Administrative Agent by executing a Security Accession Deed in accordance with Clause 21 (Additional Chargors).

Credit Agreement means the credit agreement originally dated 6 May 2008 between, among others, the Parent as borrower, the Administrative Agent and the other Secured Parties as amended and restated on or about the date of this Debenture.

Current Account means each account of the Chargors set out in Part 1 of Schedule 5 (*Accounts*) and all other current, deposit or other accounts with any bank or financial institution

1.3 Third party rights

- 1.3.1 Each Secured Party, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 (the Third Parties Act) to enforce or to enjoy the benefit of any term of this Debenture.
- 1.3.2 Notwithstanding any term of any Credit Document, the parties to this Debenture and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person who is not a party to this Debenture.

1.4 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Administrative Agent.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Credit Documents and of any side letters between any parties in relation to any Credit Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Declaration of trust

The Administrative Agent declares that it shall hold the Security Assets on trust for the Secured Parties on the terms contained in this Debenture.

2 Covenant to pay

The Parent and the Chargors covenant with the Administrative Agent and the other Secured Parties that they will on demand pay and discharge the Secured Liabilities when due.

3 Creation of Security

3.1 Land

Each Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (Land charged by way of legal mortgage); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

3.2 Shares

The Parent and each Chargor charges by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

3.3 Investments

Each Chargor charges by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

3.4 Equipment

Each Chargor charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (Land).

3.5 Book Debts

Each Chargor charges by way of fixed charge:

- (a) all Book Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

3.6 Accounts held with Secured Parties

- 3.6.1 Each Chargor charges by way of fixed charge all amounts standing to the credit of:
 - (a) each Current Account held with any Secured Party; and
 - (b) any other account held with any Secured Party in its name or to which it is beneficially entitled.
- 3.6.2 Regardless of the terms on which moneys are credited to any account in the name of a Chargor held with any Secured Party, no amount standing to the credit of that account will be or accrue due or payable to that Chargor until:
 - (a) the Secured Liabilities have been paid and discharged in full; and
 - (b) no Secured Party is under any obligation to make banking or other facilities available to any Chargor,

and until that time the relevant Chargor shall not request, demand or claim to be entitled to withdraw any amount from the account except (without prejudice to the Secured Parties' rights under this Debenture) as the Administrative Agent may in its absolute discretion from time to time permit.

3.7 Intellectual Property Rights

Each Intellectual Property Chargor charges by way of fixed charge:

- (a) all of its present and future Intellectual Property Rights; and
- (b) all fees, royalties and other rights of every kind deriving from its Intellectual Property Rights.

3.8 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

Schedule 1 - Original Chargors

Name of Chargor

Registered number (or equivalent, if any)

Notice details

Vanguard Response Systems (UK) Limited 05195456

Address:

Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX

Facsimile:

0118 939 3210

Attention:

Michael Stace

P W Allen Holdings

Limited

03782071

Address:

Morgan Cole

Apex Plaza Forbury Road Reading RG1 1AX

Facsimile:

0118 939 3210

Attention:

Michael Stace

Allen-Vanguard Ltd

01230899

Address:

Morgan Cole

Apex Plaza Forbury Road Reading RG1 1AX

Facsimile:

0118 939 3210

Attention:

Michael Stace

Hazard Management

Solutions Limited

03906725

Address:

Morgan Cole

Apex Plaza Forbury Road Reading RG1 1AX

Facsimile:

0118 939 3210

Attention:

Michael Stace

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Schedule 7 – Intellectual Property Rights

Part 1 -Trade Marks

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Part 2 - Trade Mark Applications

None

Part 3 - Patents

Company	Country	Patent	Status
Allen-Vanguard Ltd	Canada	Device For Breaking Glass	Patent Application CA 2466123
			Pending
			PCT Publication Date 22.05.2003
			National Entry 5.05.2004
			Filed 21 October 28.10.2002

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Company	Country	Patent	Status
Allen-Vanguard Ltd	Patent Co-Operation Treaty	Remotely Operated Machine With Publication Number: WO/2007/054703 16 Application No.: PCT/GB2006/004188	Publication Number: WO/2007/054703 International Application No.: PCT/GB2006/004188
			Publication Date 18.05.2007 International Filing Date 10.11.2006

Part 4 - Industrial Designs

Company	Country	Industrial design	Status & application or registration number
Allen-Vanguard Ltd	Canada	Breaking Device,	Registration No. 99732
		principally for use in breaking a vehicle window	Registration Date 14.07.2003
			Filing Date 14.06.2002
Allen-Vanguard Ltd	United Kingdom	Breaking device, principally Registration No. 3000111	Registration No. 3000111
		for use in breaking a vehicle window	Registration Date 14.12.2001
			Application Date 14.12.2001
			Certificate of Registration Grant Date 15.01.2002
Allen-Vanguard Ltd	Germany	cipally	Registration No. 40204654
		for use in preaking a vehicle window	Registration Date 25.11.2002

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Company	Country	Industrial design	Status & application or registration number
			Application Date 13.6.2002
			Publication Date 10.2.2003
Allen-Vanguard Ltd	United Kingdom	Chassis with Mirror, for an	Registration No. 3014989
		under venicle inspection device	Registration Date 31.10.2003
			Application Date 31.10.2003
			Certificate of Registration Grant Date 18.11.2003
Allen-Vanguard Ltd	USA	Chassis with Mirror, for an	D549,422
		under venicie inspection device	Publication Date 21.08.2007
			Filed 27.04.2004, as Application No. 29/204,369
Allen-Vanguard Ltd	Europe	Trolley Mirror	Registered Community Design No. 000172846-0001
		Inspection Mirrors	Application No. 000172846
			Registration Date 28.04.2004
			Filing Date 28.04.2004

Part 5 - Domain Names

Registrant	Domain name	Created / Registered	capites on Tenew	
Allen-Vanguard Ltd	allen-vanguard.com	10.08.2004	10.08.2008	
Allen-Vanguard Ltd	allen- vanguard.co.uk	10.08.2004	10.08.2010	
Allen-Vanguard Ltd	microvipercsi.com	19.12.2002	19.12.2009	

Signatories to Debenture		
Executed as a deed by Allen-Vanguard Technologies inc. and signed by)))	7540
being a person who in accordance with the laws of the province of Ontario, Canada are acting under the authority of the company))))	
Executed as a deed by Vanguard Response Systems (UK) Limited acting by two Directors or	}	_
one Director and its Secretary	3	2/2
		Director
		Director/Secretary
Executed as a deed by	}	
PW Allen Holdings Limited acting by two Directors or one Director and its Secretary) }	1 2 /
one brosser and no occurry	,	Director
		Director/Secretary
Executed as a deed by Allen-Vanguard Ltd	}	
acting by two Directors or one Director and its Secretary	}	11111
		Director facto felalent
		Director/Secretary
Executed as a deed by	,	
Hazard Management Solutions Limited))	
acting by two Directors or one Director and its Secretary)	X5 LA
		Director
		Director/Secretary

Executed as a deed by Royal Bank of Canada as Administrative Agent and signed by

being a person(s) who in accordance with the laws of the province of Ontario, Canada is (are) acting under the authority of the company



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RECORDED: 01/06/2010