

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Universal Protection Service, LP		12/31/2009	LIMITED PARTNERSHIP: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	75 E. Trimble Road		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95131		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78567679	U UNIVERSAL PROTECTION SERVICE	
<b>Serial Number:</b>	78567645	UNIVERSAL PROTECTION SERVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)747-7147		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3139636420		
<b>Email:</b>	schultz@millercanfield.com		
<b>Correspondent Name:</b>	Joni M. Thrower		
<b>Address Line 1:</b>	150 West Jefferson Ave		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Detroit, MICHIGAN 48226		
<b>ATTORNEY DOCKET NUMBER:</b>	125055-00355		
<b>NAME OF SUBMITTER:</b>	Joni M. Thrower		
<b>Signature:</b>	/jonimthrower/		

**CH \$65.00 78567679**

**TRADEMARK**

Date:

01/06/2010

Total Attachments: 3

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## TRADEMARK SECURITY AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, **UNIVERSAL PROTECTION SERVICE, LP**, a California limited partnership, formerly known as Universal Security Solutions ("Grantor"), grants to **COMERICA BANK**, a Texas banking association ("Bank"), to secure the payment of the Indebtedness as defined in the Credit Agreement dated December 31, 2009 ("Credit Agreement"), by and among Grantor, **UNIVERSAL PROTECTION SECURITY SYSTEMS, LP**, a California limited partnership ("UPSS"), **UNIVERSAL BUILDING MAINTENANCE, LLC**, a California limited liability company ("UBM") and **UNIVERSAL SERVICES OF AMERICA, LP**, a California limited partnership ("USA LP"), each of Grantor, USA LP, UPSS, and UBM, individually, a "Borrower," and, any and all such borrowers collectively, the "Borrowers"), a security interest in all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the trademarks (collectively, the "Trademarks") described on Exhibit "A".
2. All proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security Agreement of even date herewith ("Security Agreement") made by Grantor and the debtors named therein to Bank for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Bank with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[end of Trademark Security Agreement -- signature page follows]

Grantor has executed and delivered this Trademark Security Agreement as of December 31, 2009.

Principal Place of Business:

1551 N. Tustin Avenue, Suite 650  
Santa Ana, California 92705

UNIVERSAL PROTECTION SERVICE, LP,  
a California limited partnership, formerly known as  
Universal Security Solutions, a California general  
partnership

By: Universal Protection Service GP, Inc.  
Its: General Partner

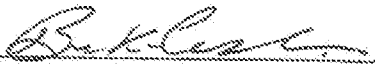
By:   
Name: Brian K. Cescolini  
Its: President

Exhibit "A"  
Trademarks

<u>Serial Number</u>	<u>Description</u>
78567679	U UNIVERSAL PROTECTION SERVICE
78567645	UNIVERSAL PROTECTION SERVICE

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