TRADEMARK ASSIGNMENT

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
LOREX TECHNOLOGY INC.		12/22/2009	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	Commerical Loan Service Center/DCC 500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3651179	MCAM
Registration Number:	2990027	DIGIMERGE

CORRESPONDENCE DATA

Fax Number: (416)865-7380
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 416.865.7500
Email: efan@torys.com
Correspondent Name: Torys LLP, Attention: Edward Fan
Address Line 1: 79 Wellington Street West, P.O. Box 270
Address Line 2: Suite 3000, TD Centre
Address Line 4: Toronto, ONTARIO M5K 1N2

ATTORNEY DOCKET NUMBER:	22764-2025
NAME OF SUBMITTER:	Edward Fan
Signature:	/Edward Fan/

OP $65.00 3651179

Date:	02/02/2010

Total Attachments: 5
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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 22, 2009 is between LOREX TECHNOLOGY INC., a corporation organized under the laws of the Province of Ontario (herein referred to as "Grantor"), and PNC Bank, National Association, as Agent (in such capacity, together with each of its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor own the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain other borrowers, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor' Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grant to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the

goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

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IN WITNESS WHEREOF, Grantor have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22nd day of December, 2009.

LOREX TECHNOLOGY, INC.

By: _____

Name: JORDAN SCHWARTZ

Title: CFO

Acknowledged and agreed:

PNC Bank, National Association,
as Agent

By:_____

Name:

Title:

Signature Page to US Trademark Security Agreement

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TRADEMARK
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IN WITNESS WHEREOF, Grantor have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22nd day of December, 2009.

LOREX TECHNOLOGY INC.

By: _____

Name:
Title:

Acknowledged and agreed:

PNC Bank, National Association,
as Agent

By: _____

Name: John Trieu
Title: VP

Signature Page to US Trademark Security Agreement

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TRADEMARK
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Schedule 1 to Trademark Security Agreement

Name of Borrower	Serial Number	Registration Number	Word Mark
Lorex Technology Inc.	78845895	3,651,179	MCAM
Lorex Technology Inc.	76485227	2,990,027	DIGIMERGE