

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Memorandum of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scarsdale Security Systems, Inc.		03/10/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., successor by merger to LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
Internal Address:	Suite 600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1875091	PAGEWATCH	
CORRESPONDENCE DATA			
Fax Number:	(310)231-8311		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 312-3750		
Email:	skb@msk.com		
Correspondent Name:	Steve Bevins c/o Mitchell Silberberg		
Address Line 1:	11377 West Olympic Boulevard		
Address Line 4:	Los Angeles, CALIFORNIA 90064-1683		
ATTORNEY DOCKET NUMBER:	39471-00001		
NAME OF SUBMITTER:	Evan M. Kent		
Signature:	/EMK012362/		
Date:	03/16/2010		

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Total Attachments: 5

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Amended and Restated Memorandum of Security Interest in Trademarks

Scarsdale Security Systems, Inc., a New York corporation, whose address is 132 Montgomery Avenue, Scarsdale, New York 10583 ("Borrower"), does hereby grant to Bank of America, N.A., successor by merger to LaSalle Bank National Association in its capacity as Agent for the Lenders under the "Credit Agreement" (as defined below), whose address is 135 South LaSalle Street, Suite 600, Chicago, Illinois 60603 ("Agent"), pursuant to a Credit Agreement dated as of February 22, 2005, by and between Borrower and Bank of America, N.A. as successor by merger to LaSalle Bank National Association in its individual capacity ("Bank") and amended and restated as of March 9, 2010 (as hereinafter further amended and/or restated the "Credit Agreement"), a security interest in all of Borrower's right, title and interest in and to all trademarks and the related goodwill whether now owned or hereafter created or acquired and all renewals and extensions thereof, including without limitation in and to (i) the trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference, (ii) the applications for trademark registration which are identified on Schedule A attached hereto and herein incorporated by this reference, together with any and all trademark registrations issued with respect thereto (collectively, the "Trademarks"), and (iii) all actions for past, present or future infringement concerning the foregoing.

Borrower agrees that if any individual, corporation, limited liability company, partnership or other entity (such a "Person") shall do or perform any acts which Agent believes to constitute an infringement of any Trademark, or violate or infringe any rights of Borrower in any Trademark, then and in any such event, upon, and during the continuance of, an "Event of Default" (as defined in the Credit Agreement) Agent may and shall have the right to take such steps and institute such suits or proceedings as Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Agent may take such steps or institute such suits or proceedings in its own name or in the name of Borrower or in the names of the parties jointly.

Additional terms and conditions of the security interest granted hereby are contained in the Credit Agreement and in certain other "Loan Documents" (as defined in the Credit Agreement). The security interest granted hereby secures Borrower's performance of Borrower's obligations identified in the Credit Agreement and the other Loan Documents. Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as an absolute assignment of the Trademarks or applications for trademark registration nor as limiting any interest which Agent may have in any other collateral described in the Loan Documents or otherwise.

Upon, and during the continuance of, an Event of Default, Agent may exercise all rights and remedies described in the Loan Documents, and Borrower hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power (upon Agent's notice to Borrower of its intention to do so) to (a) enforce its security interest in any of the Trademarks, (b) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. To the extent permitted under applicable law, Borrower hereby ratifies all that such attorney shall lawfully do

or cause to be done by virtue hereof. Agent shall have, in addition to all other rights and remedies given it by the terms of this Memorandum of Security Interest in Trademarks and the other Loan Documents, all rights and remedies allowed by law.

This Amended and Restated Memorandum of Security Interest in Trademarks amends and restates in its entirety that certain Memorandum of Security Interest in Trademarks, dated as of February 22, 2005 by Borrower in favor of Bank.

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT AND THE OTHER "LOAN DOCUMENTS" (AS DEFINED IN THE CREDIT AGREEMENT) REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT AND THE OTHER LOAN DOCUMENTS SUPERSEDE ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

IN WITNESS WHEREOF the undersigned have duly executed this Amended and Restated Memorandum of Security Interest in Trademarks as of the 9th day of March, 2010.

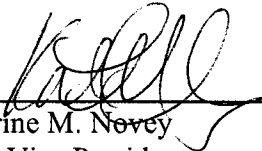
"Agent" and "Bank:"

"Borrower:"

Bank of America, N.A.

Scarsdale Security Systems, Inc.,
a New York corporation

By: _____


Katherine M. Nevey
Senior Vice President

By: _____

David Raizen, President

[Signature Page 1 of 1 to Amended and Restated
Memorandum of Security Interest in Trademarks]

TRADEMARK
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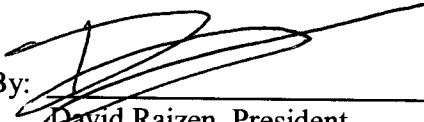
"Agent" and "Bank:"

"Borrower:"

Bank of America, N.A.

Scarsdale Security Systems, Inc.,
a New York corporation

By: _____
Katherine M. Novoy
Senior Vice President

By: 
David Raizen, President

[Signature Page 1 of 1 to Amended and Restated
Memorandum of Security Interest in Trademarks]

TRADEMARK
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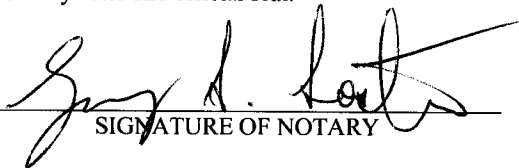
ALL-PURPOSE ACKNOWLEDGMENT

State of New York)
County of Westchester)

On March 10, 2010 before me, _____
DATE
personally appeared David T. Raizen
NAME(S) OF SIGNER(S)

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


SIGNATURE OF NOTARY

GARY S. SASTOW
A Notary Public, State Of New York
No. 02SA4992126
Qualified In Westchester County
My Commission Expires February 18, 20 14

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) _____
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT: Amended and Restated Memorandum of Security Interest in Trademarks

NUMBER OF PAGES _____ DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE .xxx

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PageWatch	1,875,091	1/24/1995