

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
INTERFACE SECURITY SYSTEMS, L.L.C.		05/05/2010	LIMITED LIABILITY COMPANY: LOUISIANA
THE GREATER ALARM COMPANY, INC.		05/05/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CAPITALSOURCE FINANCE LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2920486	INTERFACE SECURITY SYSTEMS
Registration Number:	2915773	INTERFACE SECURITY SYSTEMS
Registration Number:	3461571	INTERFACE SECURITY SYSTEMS
Registration Number:	3462004	INTERFACE
Registration Number:	3462002	INTERFACE
Registration Number:	3704262	INTERFACE DIGITAL VOICE
Registration Number:	3704263	INTERFACE DIGITAL VOICE))))
Registration Number:	2552000	GREATER ALARM
Registration Number:	2671372	GREATER STANDARDS

CORRESPONDENCE DATA

OP \$240.00 2920486

Fax Number: (303)894-9239
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-830-1776
Email: docketingtrademarks@pattonboggs.com
Correspondent Name: PATTON BOGGS LLP
Address Line 1: 1801 California Street
Address Line 2: Suite 4900
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	028252.0105
NAME OF SUBMITTER:	Robert P. Ziemian
Signature:	/Robert Ziemian/
Date:	05/10/2010

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 5, 2010 (this "Agreement"), made by and among INTERFACE SECURITY SYSTEMS, L.L.C., a Louisiana limited liability company ("ISS"), and THE GREATER ALARM COMPANY, INC., a California corporation ("GAC" and together with ISS, each individually, a "Borrower" and collectively, the "Borrowers"), in favor of CAPITALSOURCE FINANCE LLC, as Agent for the Banks party to the Credit Agreement (as defined below) (the "Agent").

W I T N E S S E T H:

WHEREAS, (i) pursuant to that certain Credit Agreement, dated as of the date hereof, by and among each Borrower, the Guarantors party thereto, the Banks and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Banks have agreed to make certain loans to each Borrower named therein and (ii) pursuant to that certain Security Agreement, dated as of the date hereof, by and among each Borrower and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") each Borrower has granted a security interest to Agent, for the benefit of itself and the Banks, in, among other things, all right, title and interest of such Borrower in, to and under all of such Borrower's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, each Borrower is the owner of the entire right, title and interest in, to and under such Borrower's respective Intellectual Property listed on Schedule I hereto; and

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Banks to enter into the Credit Agreement, each Borrower hereby agrees with Agent as follows:

1. Defined Terms.

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean, with respect to any Borrower, all of such Borrower's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Borrower of any right to use any Copyright.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean, with respect to any Borrower, all: (i) Trademarks and Trademark Licenses and all common-law rights in and to all of the foregoing; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) all customer lists and customer information; (v) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software (but excluding in all cases any agreements for the licensing of commercially available off-the-shelf software), source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; and (vi) all other intellectual property throughout the world in and to all the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Patents” shall mean, with respect to any Borrower, all of such Borrower’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Borrower of any right to manufacture, use or sell any invention covered by a Patent.

“Security Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Trademarks” shall mean, with respect to any Borrower, all of such Borrower’s now existing or hereafter acquired right, title, and interest in and to: (i) all of such Borrower’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided, that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of

Trademarks), registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii) the entire goodwill of the such Borrower's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Borrower of any right to use any Trademark.

(c) **Other Definitional Provisions.**

- i. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.
- ii. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Borrower hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Credit Agreement or the Security Agreement, does hereby grant) to Agent, for the benefit of itself and the Banks, a lien and security interest in such Borrower's entire right, title and interest in its respective Intellectual Property (except to the extent any Intellectual Property License prohibits such grant or requires the consent of any third party) and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Borrower, and including, without limitation, each Borrower's right, title and interest in and to each Intellectual Property and proprietary right identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Borrower's business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

3. **Protection of Intellectual Property by Borrowers.** Each Borrower shall, at their sole cost, expense and risk, to the extent such Borrower deems it commercially reasonable in its good faith business judgment, in connection with the operation of its business, undertake the following with respect to the Intellectual Property:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other commercially reasonable steps to maintain each registration of the Intellectual Property.

- (b) Take all actions commercially reasonable to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired.
- (c) Take all actions commercially reasonable to pursue the prompt, diligent processing of each application for registration, which is the subject of the security interest created herein, and not abandon or delay any such efforts.
- (d) Take any and all action that such Borrower reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** Each Borrower represents and warrants that:

- (a) Schedule I is a true, correct and complete list of all registered or applied for Intellectual Property owned by each Borrower as of the date hereof.
- (b) Except as set forth in Schedule I, none of the Intellectual Property identified on Schedule I is the subject of any licensing or franchise agreement pursuant to which any Borrower is the licensor or franchisor.
- (c) The Intellectual Property identified on Schedule I hereto, is valid and enforceable, and to each Borrower's knowledge: (i) no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person; and (ii) no material claim has been asserted and is pending by any Person challenging or questioning the use by any Borrower of any of the Intellectual Property owned by any Borrower or the validity or effectiveness of any of the Intellectual Property owned by any Borrower, nor does any Borrower know of any valid basis for any such claim.
- (d) Except as could not be reasonably expected to result in a Material Adverse Change, each Borrower owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Borrower is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, other than any Intellectual Property listed on Schedule I that is purported to be owned by each Borrower, Permitted Liens and Liens in favor of Agent.
- (e) To the knowledge of each Borrower, no holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or any Borrower's rights in, any Intellectual Property set forth on Schedule I in any respect that could reasonably be expected to result in a Material Adverse Change with respect to the business or the property of any Borrower.
- (f) Each Borrower has the legal right and authority to enter into this Agreement and perform its terms.

- (g) Each Borrower shall give Agent written notice (with reasonable detail) on a quarterly basis in the event any of the following occur:
- i. Any Borrower's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.
 - ii. Any Borrower becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.
 - iii. Any Borrower's entering into any new material Licenses (excluding "off-the-shelf" software or similar immaterial licenses).
 - iv. Each Borrower shall give Agent written notice (with reasonable detail) following the occurrence of such Borrower knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding such Borrower's ownership of, or the validity of, any material Intellectual Property or such Borrower's right to register the same or to own and maintain the same.
- (h) If any Borrower amends its name, such Borrower shall provide copies of such amendment documentation to Agent and shall re-register such Borrower's Intellectual Property with the appropriate governmental authority and shall execute and deliver such agreements or documentation as Agent shall request to maintain a perfected first priority security interest in such Intellectual Property, to the extent such security interest can be perfected by such filing.

5. **No Violation of Credit Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Credit Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Credit Agreement.

6. **Agreement Applies to Future Intellectual Property.**

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4 above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.
- (b) Upon the reasonable request of Agent, each Borrower shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may request to evidence Agent's security interest in any Intellectual Property and the goodwill of such Borrower relating thereto or represented thereby (including, without limitation, filings with the United States Patent and

Trademark Office or any similar office), and each Borrower hereby constitutes Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Borrowers' Rights To Enforce Intellectual Property.** Prior to Agent's giving of notice to any Borrower following the occurrence and during the continuance of an Event of Default, each Borrower shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property owned by it, including the right to seek injunctions and/or money damages, in an effort by such Borrower to protect the Intellectual Property against encroachment by third parties, provided, however:

- (a) Any money damages awarded or received by any Borrower on account of such suit (or the threat of such suit) shall constitute IP Collateral.
- (b) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to any Borrower, may terminate or limit each Borrower's rights under this Section 7.

8. **Agent's Actions To Protect Intellectual Property.** Upon the occurrence and continuance of any Event of Default, Agent, acting in its own name or in that of any Borrower, may (but shall not be required to) act in any Borrower's place and stead and/or in Agent's own right with respect to the rights and obligations of such Borrower under Section 3, Section 6 and Section 7 hereof.

9. **Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Credit Agreement.

10. **Agent as Attorney In Fact.**

- (a) Each Borrower hereby irrevocably constitutes and designates Agent as and for such Borrower attorney-in-fact, effective following the occurrence and during the continuance of an Event of Default:
 - i. To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of such Borrower.
 - ii. To exercise any of the rights and powers referenced herein.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of Agent.
- (c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8 or Section 10, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually

receives as a result of such exercise of power, and shall not be responsible to any Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been negligent or in actual bad faith.

11. **Agent's Rights.** Upon an Event of Default and during the continuance thereof, any use by Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Credit Agreement shall be coextensive with each Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Credit Agreement.** This Agreement has been executed and delivered by each Borrower for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of itself and the Banks, under the Credit Agreement and the other Loan Documents. The Credit Agreement (and all rights and remedies of each Borrower, Agent, and the Banks thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Credit Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Credit Agreement with respect to all other Collateral.

13. **Termination; Release of Trademark Collateral.** This Agreement and all obligations of each Borrower and Agent hereunder shall terminate on the date upon which the Obligations are performed in full and paid in full in cash, all issued and outstanding Letters of Credit have expired or been terminated and the Credit Agreement and other Loan Documents are terminated in accordance with the terms of the Credit Agreement. Upon termination of this Agreement, Agent shall, at the expense of the Borrowers, take such actions required by the Credit Agreement to release its security interest in the IP Collateral.

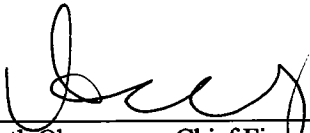
14. **Binding Effect; Benefits.** This Agreement shall be binding upon each Borrower and their respective successors and assigns, and shall inure to the benefit of Agent, the Banks and their respective successors and assigns.

15. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

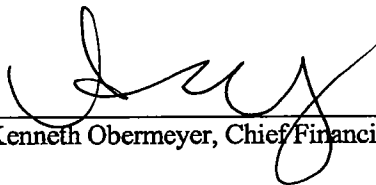
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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

INTERFACE SECURITY SYSTEMS, L.L.C.

By: 
Kenneth Obermeyer, Chief Financial Officer

THE GREATER ALARM COMPANY, INC.

By: 
Kenneth Obermeyer, Chief Financial Officer

Schedule I

Trademarks and Service Marks (Interface Security Systems, L.L.C.)

Mark: INTERFACE SECURITY SYSTEMS
Registration Date: 1/25/2005
Registration Number: 2920486
Installation and Maintenance

Mark: INTERFACE SECURITY SYSTEMS
Registration Date: 1/4/2005
Registration Number: 2915773
Monitoring

Mark: INTERFACE SECURITY SYSTEMS AND DESIGN
Registration Date: 7/8/2008
Registration Number: 3461571

Mark: INTERFACE (WORDS ONLY)
Registration Date: 7/8/2008
Registration Number: 3462004

Mark: INTERFACE AND DESIGN
Registration Date: 7/8/2008
Registration Number: 3462002

Mark: INTERFACE DIGITAL VOICE
Registration Date: 11/3/2009
Registration Number: 3704262

Mark: INTERFACE DIGITAL VOICE LOGO
Registration Date: 11/3/2009
Registration Number: 3704263

Trademarks and Service Marks Owned by The Greater:

Mark: GREATER ALARM LOGO
Registration Date: 3/26/2002
Registration Number: 2552000

Mark: GREATER STANDARDS
Registration Date: January 7, 2003
Registration Number: 2671372

Patents

None.

Copyrights

None.

Internet Web-Site Addresses

Domain Name	Account No.	Registered with
activatemyalarm.com	20694857	Network Solutions, LLC.
activatemyalarmnow.com	20694857	Network Solutions, LLC.
activateyouralarmnow.com	20694857	Network Solutions, LLC.
alarmteconline.com	20694857	Network Solutions, LLC.
greater-alarm.biz	20694857	Network Solutions, LLC.
greater-alarm.info	20694857	Network Solutions, LLC.
greater-alarm.org	20694857	Network Solutions, LLC.
greater-alarm.us	20694857	Network Solutions, LLC.
greateralarm.biz	20694857	Network Solutions, LLC.
greateralarm.com	20694857	Network Solutions, LLC.
greateralarm.info	20694857	Network Solutions, LLC.
greateralarm.org	20694857	Network Solutions, LLC.
inter-connection.info	20694857	Network Solutions, LLC.
intercard2.com	20694857	Network Solutions, LLC.
intercardii.com	20694857	Network Solutions, LLC.
interfaceassistance.com	20694857	Network Solutions, LLC.
interfacedigitalvoice.com	25308030	Network Solutions, LLC.
interfacehelp.com	20694857	Network Solutions, LLC.
interfacesys.com	25308030	Network Solutions, LLC.
interfacesys.net	25308030	Network Solutions, LLC.
interfacesys.org	25308030	Network Solutions, LLC.
iss-mail.com	25308030	Network Solutions, LLC.
interfacedealer.com		INTERNIC
interfacedns.com		GODADDY