

**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
Protection One Alarm Monitoring Inc.		06/04/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Serial Number:	85012635	UCONNECT
Serial Number:	77920442	ESECURE
Serial Number:	77920405	ESECURE
Registration Number:	3163751	TRISECURE MONITORING
Registration Number:	3172218	PRIMECELL
Registration Number:	2746660	BECAUSE YOUR WORLD IS WORTH PROTECTING
Registration Number:	2874087	SECUREMOVE
Registration Number:	2842793	HOME COMPANION
Registration Number:	2829717	SECURETOUCH
Registration Number:	2091397	24 HOUR ALARM SERVICES PROTECTION ONE
Registration Number:	1335868	D DYNAWATCH
Registration Number:	1942795	DYNAWATCH
Registration Number:	1541841	PROTECTION ONE
Registration Number:	1686181	PROTECTION ONE

OP \$640.00 85012635

Registration Number:	2792649	OUR BUSINESS IS PROTECTING YOUR BUSINESS
Registration Number:	2801215	SECURECELL
Registration Number:	2927429	NETWORK MULTIFAMILY
Registration Number:	3057621	PROTECTION ONE
Registration Number:	3522595	MULTIFAMILY 360
Registration Number:	3093237	PROTECTION ONE
Registration Number:	2156232	
Registration Number:	2887096	01
Registration Number:	2042378	CRITICOM
Registration Number:	3215168	INTEGRATED ALARM SERVICES GROUP
Registration Number:	2822858	KING CENTRAL

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
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Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0189
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	06/10/2010

Total Attachments: 5  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 4, 2010 is made by Protection One Alarm Monitoring Inc., a Delaware corporation, located at 1035 N. 3<sup>rd</sup> Street, Suite 101, Lawrence, KS 66044 (the "Obligor"), in favor of JP Morgan Chase Bank, N.A., a national banking association, located at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of June 4, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Protection Acquisition Sub, Inc. as Initial Borrower, Protection One, Inc. ("Borrower"), the Lenders, the Agent, J.P. Morgan Securities Inc. and Barclays Capital, the investment banking division of Barclays Bank PLC ("Barclays Capital"), as Lead Arrangers, and Barclays Capital as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of June 4, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property of the Obligor, including the Trademark Collateral (as defined below): and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby grants to the Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Obligor's Obligations, and for the ratable benefit of the Secured Parties, a security interest in all of those items listed on Schedule A hereto (collectively, the "Trademark Collateral").

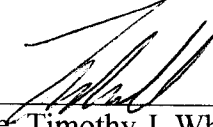
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PROTECTION ONE ALARM MONITORING, INC.

By:   
Name: Timothy J. Whall  
Title: President and Chief Executive Officer

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PROTECTION ONE ALARM MONITORING, INC.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

By:   
Name: **BARRY BERGMAN**  
Title: **MANAGING DIRECTOR**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Title</b>	<b>Reg. No./ App. No.</b>
UCONNECT	85/012,635
ESECURE AND DESIGN	77/920,442
ESECURE	77/920,405
TRISECURE MONITORING	3,163,751
PRIMECELL	3,172,218
BECAUSE YOUR WORLD IS WORTH PROTECTING	2,746,660
SECUREMOVE	2,874,087
HOME COMPANION	2,842,793
SECURETOUCH	2,829,717
24 HOUR ALARM SERVICES PROTECTION ONE AND DESIGN	2,091,397
D DYNAWATCH AND DESIGN	1,335,868
DYNAWATCH	1,942,795
PROTECTION ONE	1,541,841
PROTECTION ONE	1,686,181
OUR BUSINESS IS PROTECTING YOUR BUSINESS	2,792,649
SECURECELL	2,801,215
NETWORK MULTIFAMILY	2,927,429
PROTECTION ONE AND DESIGN	3,057,621
MULTIFAMILY 360 AND DESIGN	3,522,595
PROTECTION ONE AND DESIGN	3,093,237
DESIGN ONLY	2,156,232
01 AND DESIGN	2,887,096
CRITICOM	2,042,378
INTEGRATED ALARM SERVICES GROUP	3,215,168
KING CENTRAL	2,822,858