

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prudent Capital II, L.P.		08/30/2010	LIMITED PARTNERSHIP: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Total Security Services International, Inc.		
<b>Street Address:</b>	1700 Rockville Pike		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Rockville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20852		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3842689	RESPONDERVIEW	
Serial Number:	77560801	TRANSPORTATION WATCH	
Registration Number:	3774060	FIRST OBSERVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)760-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-760-7700		
<b>Email:</b>	trademark-dc@mofo.com		
<b>Correspondent Name:</b>	Hsiao-Ting Cheng		
<b>Address Line 1:</b>	1650 Tysons Boulevard		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	66878-4		

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**900170716**

**TRADEMARK  
 REEL: 004270 FRAME: 0854**

NAME OF SUBMITTER:	Lisa J. Tomasetti
Signature:	/Lisa J. Tomasetti/
Date:	09/01/2010
Total Attachments: 2 source=TSSI Termination#page1.tif source=TSSI Termination#page2.tif	

TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of August 30, 2010, is executed by PRUDENT CAPITAL II, L.P., a Maryland limited partnership ("Secured Party"), in favor of TOTAL SECURITY SERVICES INTERNATIONAL, INC., a Maryland corporation (the "Company").

RECITALS

WHEREAS, the Company, the Secured Party and others entered into a certain Loan Agreement, dated as of September 14, 2009 ("Loan Agreement"), pursuant to which the Secured Party agreed to make a loan to the Company;

WHEREAS, in connection with the Loan Agreement, the Company and the Secured Party entered into a certain Intellectual Property Security Agreement, dated as of September 14, 2009 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company granted to the Secured Party a security interest in certain "Collateral", including certain trademarks; and

WHEREAS, with respect to the Company, pursuant to a Loan Modification Agreement, dated as of November 12, 2009, the Loan Agreement and the Security Agreement have been terminated effective October 31, 2009.

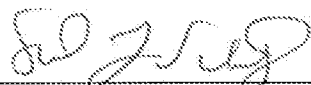
NOW, THEREFORE, the Secured Party agrees as follows:

1. The Secured Party is executing and delivering this Termination as further evidence of the termination of the Security Agreement.
2. The Secured Party claims no right, title or interest whatsoever in or to any of the "Collateral" described in the Security Agreement, and accordingly, the Secured Party expressly terminates its security interest in the trademarks listed on Exhibit A hereto, which security interest was evidenced by the recordation thereof with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

Prudent Capital II, L.P.,  
a Maryland limited partnership

By: Prudent Management, LLC  
Its: General Partner

By:   
Steven J. Schwartz, Manager

**EXHIBIT A**

**PENDING TRADEMARK APPLICATIONS**

<u>Application No.</u>	<u>Mark</u>	<u>Applicant</u>
Serial No. 77/747,502	RESPONDERVIEW	Total Security Services International, Inc.
Serial No. 77/560,801	TRANSPORTATION WATCH	Total Security Services International, Inc.
Serial No. 77/636,924	FIRST OBSERVER	Total Security Services International, Inc.