

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
Image Vault, LLC		09/29/2010	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 S. Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	banking corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2873971	IMAGE VAULT	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414 277 5675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	630027.00297		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		

CH \$40.00 2873971

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TRADEMARK
 REEL: 004286 FRAME: 0992

Date:

09/30/2010

Total Attachments: 4

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of September 29, 2010, by and from IMAGE VAULT, LLC (the "Assignor"), an Indiana limited liability company, whose principal address is c/o Pfungsten Partners, L.L.C., 300 N. LaSalle Street, Suite 5400, Chicago, IL 60654, to and in favor of FIFTH THIRD BANK, whose principal address is 222 S. Riverside Plaza, 30th Floor, Chicago, Illinois 60606, as agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof by and among Fire King International, Inc., an Indiana corporation, FKI Security Group, LLC, a Delaware limited liability company, Fire King International, LLC, an Indiana limited liability company, Fire King Security Products, LLC, an Indiana limited liability company, Image Vault, LLC, an Indiana limited liability company, and Fire King Commercial Services, LLC, an Indiana limited liability company (each a "Borrower" and, collectively, the "Borrowers"), Assignee, as administrative agent and co-lead arranger, M&I Marshall & Ilsley Bank, as documentation agent and co-lead arranger, and the Lenders, as such Loan Agreement may be amended or amended and restated or refinanced from time to time.

WHEREAS, the Borrowers (including Assignor) and FK Acquisition, Inc., as debtors, and Assignee, as secured party, have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in substantially all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Security Agreement). Upon the

payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

- (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

IMAGE VAULT, LLC

By: *Philip Bradney*
Name: PHILIP BRADNEY
Title: CEO & PRESIDENT

Signature Page to Confirmatory Assignment of Security Interest
In United States Patents, Trademarks and Copyrights - Image Vault, LLC

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

**Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS
Intellectual Property**

**U.S. COPYRIGHT
REGISTRATIONS**

<u>Title</u>	<u>Date Applied</u>	<u>Nature of Authorship</u>	<u>Author</u>	<u>Claimant</u>	<u>Reg. Date / Reg. No.</u>
IVQUAD Source Code	10/2/2001	Software Program	Image Vault LLC	Image Vault LLC	10/12/2001 TX 5-766-505
Image Vault/ Image Playbac	1/24/2002	Computer Program	Image Vault LLC	Image Vault LLC	1/30/2002 TX 5-877-631
Image Vault/ Image Record	1/24/2002	Entire Computer Program	Image Vault LLC	Image Vault LLC	1/30/2002 TX 5-829-447
Image Vault	5/5/1999	Software Source Code	Lakeshore Software Inc.	Image Vault LLC	3/12/1998 TX 4-940-286

**U.S. TRADEMARK REGISTRATIONS
AND APPLICATIONS**

<u>Trademark</u>	<u>Owner of Record</u>	<u>Regist./Serial Number</u>	<u>Regist./Application Date</u>
Image Vault	Image Vault LLC	2873971	Aug. 17 2004

**U.S. PATENTS
AND PATENT
APPLICATIONS**

<u>Patent/ Application No.</u>	<u>Patent Owner</u>	<u>Title of Patent</u>	<u>Issue Date</u>
11/451992	Image Vault LLC	Printer emulator	Jun. 13, 2006
6421080	Image Vault LLC	Digital Surveillance System w/Pre-Event Recording	July 16 2002
6862633	Image Vault LLC	N to 1 Intelligent Multiplexor	Mar. 1, 2005