

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Central Security Group - Nationwide, Inc.		10/20/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank Of America, N.A., as agent		
<b>Street Address:</b>	231 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60604		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3518372	CSG CENTRAL SECURITY GROUP NATIONWIDE 1-888-642-4567	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3125586352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	1740-226		
<b>NAME OF SUBMITTER:</b>	Laura Konrath		
<b>Signature:</b>	/Laura Konrath/		

**CH \$40.00 3518372**

Date:

10/26/2010

Total Attachments: 4

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Intellectual Property Security Agreement (this "Agreement") dated as of October 20, 2010 by and between CENTRAL SECURITY GROUP – NATIONWIDE, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 2448 E. 81<sup>st</sup> Street, Suite 4200, Tulsa, Oklahoma 74137 and BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent"), with offices at 231 S. LaSalle Street, Mail Code: IL1-231-09-42, Chicago, Illinois 60604.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantor, the other Loan Parties party thereto, the Administrative Agent and the other Lenders party thereto, (b) the Guaranty Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement") executed by the Grantor and the other Loan Parties party thereto in favor of the Administrative Agent, for the ratable benefit of itself and the Secured Parties, and (c) the Pledge and Security Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") executed by the Grantor and the other Loan Parties party thereto in favor of the Administrative Agent, for the ratable benefit of itself and the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Pledge and Security Agreement, to the Administrative Agent, for the ratable benefit of itself and the Secured Parties, of a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each trademark of the Grantor, including, without limitation, each trademark listed on Schedule A; and
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any trademark, including, without limitation, any trademark listed on Schedule A or (b) injury to the goodwill associated with any trademark.

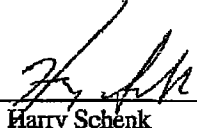
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

CENTRAL SECURITY GROUP --  
NATIONWIDE, INC., as Grantor

By:   
Name: Harry Schenk  
Title: Chief Financial Officer and Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 004304 FRAME: 0135

Agreed and Accepted as of the 20th day of  
October, 2010.

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: 

Name: David L. O'Brien  
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 004304 FRAME: 0136

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Schedule A  
to  
Intellectual Property Security Agreement

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Date Registered</u>
CSG CENTRAL SECURITY GROUP NATIONWIDE 1-888-642- 4567	78-860,020	04/12/2006	3,518,372	10/14/2008