

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIEDBARTON SECURITY SERVICES LLC		02/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 Madison Avenue		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2680917	ALLIED SECURITY	
Registration Number:	2683440	ALLIED S E C U R I T Y QUALITY PEOPLE QUALITY TRAINING QUALITY SECURITY	
Registration Number:	3144421	ALLIEDBARTON	
Registration Number:	3144420	ALLIEDBARTON	
Registration Number:	3830231	ALLIEDBARTON AMBASSADOR	
Registration Number:	3728360	ALLIEDBARTON EDGE	
Registration Number:	3751627	ALLIEDBARTON EDGE EDUCATE DEVELOP GROW ENGAGE	
Registration Number:	3152959	ALLIEDBARTON SECURITY SERVICES	
Registration Number:	3223891	ALLIEDBARTON SECURITY SERVICES	
Registration Number:	2860459	AMERISEC	
Registration Number:	1287491	BARTON	
Registration Number:	1295160	BARTON PROTECTIVE SERVICES INC.	

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TRADEMARK  
REEL: 004469 FRAME: 0612

OP \$565.00 2680917

Registration Number:	2882823	BUILDING A GREAT WORKFORCE WITH YOU
Registration Number:	3722330	EDGE
Registration Number:	3054239	HR PLUS
Registration Number:	3810078	HRPLUS A DIVISION OF ALLIEDBARTON SECURITY SERVICES
Registration Number:	3050223	INTELLIGENCE WITH DILIGENCE
Registration Number:	3618828	LOCAL RESPONSE NATIONAL SUPPORT
Registration Number:	3264471	SYSTEMSWATCH
Registration Number:	2769097	VANELLA
Registration Number:	2769099	VANELLA INFORM:EMPOWER:EMPLOY
Registration Number:	2331767	STAT AMERICA

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36602
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/08/2011

#### Total Attachments: 7

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SECOND LIEN TRADEMARK SHORT-FORM SECURITY AGREEMENT dated as of February 4, 2011 (this "*Agreement*"), among ALLIEDBARTON SECURITY SERVICES LLC (the "*Grantor*") and CREDIT SUISSE AG, as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Second Lien Intellectual Property Security Agreement dated as of February 4, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Intellectual Property Security Agreement*"), among Allied Security Holdings LLC, a Delaware limited liability company (the "*Borrower*"), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of February 4, 2011 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, AB Capital Holdings LLC, a Delaware limited liability company, AB Intermediate Holdings, Inc., a Delaware corporation, the other Guarantors from time to time party thereto, Credit Suisse AG, as Administrative Agent and as Collateral Agent, and each lender from time to time party thereto (collectively, the "*Lenders*" and individually, a "*Lender*"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Intellectual Property Security Agreement. The rules of construction specified in Section 1.01(b) of the Intellectual Property Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Intellectual Property Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States:

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”),

(b) all goodwill associated with or symbolized by the Trademarks and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Intellectual Property Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 4. Intercreditor Agreement Governs. Reference is made to the Intercreditor Agreement dated as of February 4, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among the Borrower, Parent, Intermediate, the Subsidiaries of the Borrower party thereto, Credit Suisse AG, as First Lien Collateral Agent (as defined therein), and Credit Suisse AG, as Second Lien Collateral Agent (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALLIEDBARTON SECURITY SERVICES  
LLC,

by



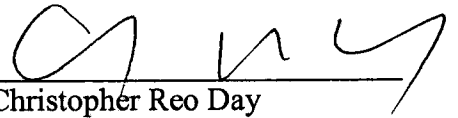
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Name: William A. Torzolini  
Title: Senior Vice President, Chief  
Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Short-Form Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

by



Name: Christopher Reo Day

Title: Vice President

by



Name: Sanja Gazahi

Title: Associate

[Signature Page to Second Lien Trademark Short-Form Security Agreement]

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**TRADEMARK**  
**REEL: 004469 FRAME: 0617**

Schedule I

United States Registered Trademarks and Trademark Applications

<b>Mark</b>	<b>Record Owner</b>	<b>Reg. No. App. No.</b>
ALLIED SECURITY	AlliedBarton Security Services LLC	2680917
ALLIED SECURITY QUALITY PEOPLE QUALITY TRAINING QUALITY SECURITY (Stylized)	AlliedBarton Security Services LLC	2683440
ALLIEDBARTON	AlliedBarton Security Services LLC	3144421
ALLIEDBARTON (Stylized)	AlliedBarton Security Services LLC	3144420
ALLIEDBARTON AMBASSADOR	AlliedBarton Security Services LLC	3830231
ALLIEDBARTON EDGE	AlliedBarton Security Services LLC	3728360
ALLIEDBARTON EDGE Educate Develop Grow Engage and Design	AlliedBarton Security Services LLC	3751627
ALLIEDBARTON SECURITY SERVICES	AlliedBarton Security Services LLC	3152959
ALLIEDBARTON SECURITY SERVICES (Stylized)	AlliedBarton Security Services LLC	3223891
AMERISEC	AlliedBarton Security Services LLC	2860459
BARTON	AlliedBarton Security Services LLC	1287491
BARTON PROTECTIVE SERVICES, INC.	AlliedBarton Security Services LLC	1295160
BUILDING A GREAT WORKFORCE WITH YOU	AlliedBarton Security Services LLC	2882823

<b>Mark</b>	<b>Record Owner</b>	<b>Reg. No. App. No.</b>
EDGE	AlliedBarton Security Services LLC	3722330
HR PLUS	AlliedBarton Security Services LLC	3054239
HR PLUS A DIVISION OF ALLIEDBARTON SECURITY SERVICES and DESIGN	AlliedBarton Security Services LLC	3810078
INTELLIGENCE WITH DILIGENCE	AlliedBarton Security Services LLC	3050223
LOCAL RESPONSE NATIONAL SUPPORT	AlliedBarton Security Services LLC	3618828
SYSTEMSWATCH	AlliedBarton Security Services LLC	3264471
VANELLA	AlliedBarton Security Services LLC	2769097
VANELLA INFORM: EMPOWER: EMPLOY and DESIGN	AlliedBarton Security Services LLC	2769099
STAT AMERICA (Stylized)	AlliedBarton Security Services LLC	2331767