

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
Guardian Protection Services, Inc.		05/31/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	249 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3494399	GUARDIAN GENIE	
Registration Number:	3072606	GENIE	
Registration Number:	3358319	GUARDIAN HOME TECHNOLOGIES	
Registration Number:	3790490	RESPONSE PLUS	
Registration Number:	2151624	GUARDIAN PROTECTION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0023138-006059		

CH \$140.00 3494399

NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	06/01/2011
Total Attachments: 10 source=pnc-guardian protection security agreement#page1.tif source=pnc-guardian protection security agreement#page2.tif source=pnc-guardian protection security agreement#page3.tif source=pnc-guardian protection security agreement#page4.tif source=pnc-guardian protection security agreement#page5.tif source=pnc-guardian protection security agreement#page6.tif source=pnc-guardian protection security agreement#page7.tif source=pnc-guardian protection security agreement#page8.tif source=pnc-guardian protection security agreement#page9.tif source=pnc-guardian protection security agreement#page10.tif	

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of May 31, 2011, is entered into by and among GUARDIAN PROTECTION SERVICES, INC., a Pennsylvania corporation ("Guardian"), the other GUARANTORS (AS DEFINED BELOW) FROM TIME TO TIME PARTY HERETO (Guardian and Guarantors being collectively referred to herein as the "Assignors" and each as an "Assignor"), and PNC BANK, NATIONAL ASSOCIATION (the "Assignee").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement (as may be further amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among Guardian, Armstrong Utilities, Inc., a Pennsylvania corporation ("AUI"), the Guarantors now or hereafter party thereto (the "Guarantors") and the Lender, the Lender has agreed to provide certain loans to Guardian and AUI, and the Assignors have agreed, among other things, to grant to the Assignee a security interest in, and upon the occurrence of an Event of Default (as that term is defined in the Credit Agreement) to conditionally assign to the Assignee, certain patents, trademarks and copyrights.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.
2. To secure the payment and performance of all indebtedness, Obligations and other obligations of each of the Assignors now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, expenses, reasonable costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Assignor hereby grants to the Assignee, its successors and assigns, a security interest in, and subject to Sections 8 and 9 hereof, assigns and conveys to Assignee all of its right, title and interest of such Assignor in and to all patent applications, patents, federal and state trademark applications, registered and common law trademarks and logos, servicemarks, tradenames, copyright registrations and copyrights now owned by such Assignor in the United States, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the foregoing relate (collectively, the "Patents, Trademarks and Copyrights").
3. Each Assignor covenants and warrants that, except as set forth in Schedule B:
 - (a) to the best of such Assignor's knowledge, the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Assignor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except for Permitted Liens, such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, Trademarks and Copyrights owned by it, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by each Assignor not to sue third persons with respect to such Patents, Trademarks and Copyrights;

(d) such Assignor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no written claim has been made to such Assignor or, to the knowledge of such Assignor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the intellectual property rights of any third party; and

(f) such Assignor has used, and will continue to use for the duration of this Agreement, materially consistent standards of quality in its manufacture of products which use or display the Patents, Trademarks and Copyrights, as determined by such Assignor in its reasonable business judgment; and

(g) such Assignor in all material respects has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, as determined by such Assignor in its reasonable business judgment.

4. Except as set forth in Section 6 hereof, each Assignor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with such Assignor's obligations under this Agreement, without the Assignee's prior written consent which shall not be unreasonably withheld.

5. If, before the Secured Obligations shall have been satisfied in full, any Assignor shall own any new U.S. applications for any Patents, Trademarks or Copyrights, such Assignor shall diligently prosecute such applications. The provisions of this Agreement shall automatically apply to any such registration or patents which are issued to such Assignor in connection with such new applications, and such Assignor shall give to Assignee prompt notice thereof in writing. Any expenses incurred in connection with such an application shall be borne by such Assignor. Assignors and Assignee agree to modify this Agreement by amending Schedule A to include any such future patents, trademark registrations, or copyrights and the provisions of this Agreement shall apply thereto. Assignors further agree to give to Assignee notice of any change in the status of any of the Patents, Trademarks or Copyrights within thirty (30) days after such change in status.

6. No Assignor shall abandon any Patent, Trademark or Copyright without the consent of Assignee, which shall not be unreasonably withheld.

7. Each Assignor agrees not to assign or sell its interests in any of its Patents, Trademarks and Copyrights without the prior written consent of Assignee which shall not be unreasonably withheld. Unless there shall have occurred and be continuing an Event of Default, each Assignor shall have the right to grant any license under any of its Patents, Trademarks and Copyrights in the ordinary course of such Assignor's business. Assignee reserves the right upon reasonable notice during normal business hours to inspect the operations and facilities of each Assignor from time to time for the purpose of ensuring that the use of such Assignor's Patents, Trademarks and Copyrights are consistent with Assignor's obligations under the Credit Agreement and hereunder; provided that such inspection is not disruptive of such Assignor's business.

8. If and during the period that the Secured Obligations become or are declared due and payable pursuant to Section 9.2.1 of the Credit Agreement, Assignee shall have the right, in addition to all other rights and remedies given it by this Agreement, the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be registered, to transfer or assign, in good faith and without negligence or willful misconduct, all or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including reasonable fees and expenses for brokers and attorneys) relating to such sale or disposition, shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Assignee, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to such Assignor and this Agreement shall terminate. Notwithstanding the foregoing, notice of any transfer or assignment or other disposition of the Patents, Trademarks and Copyrights shall be given to such Assignor at least thirty (30) days before the time that any intended public or private transfer or assignment or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Assignor hereby agrees shall be reasonable notice of such sale or other disposition, and during which period each Assignor will have the right to pay to Assignee the amount of Secured Obligations due and payable plus any reasonable expenses incurred by Assignee in connection with any such proposed transfer, assignment or disposition, and upon such payment Assignee will release all interest in the Patents, Trademarks and Copyrights, and this Agreement will terminate. At any such transfer or assignment or other disposition, Assignee may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Assignor, which right is hereby waived and released.

9. Subject to Section 10 hereof, if any Event of Default shall have occurred and be continuing, each Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or

dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof other than acts or omissions which are grossly negligent or constitute willful misconduct. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

10. At such time as Assignors shall have indefeasibly paid in full all of the Secured Obligations and the Commitments shall have terminated, this Agreement shall terminate and Assignee shall execute and deliver to Assignors all deeds, assignments and other instruments as may be necessary or proper as reasonably requested by each Assignor to release the security interest created hereby and to reassign to Assignors any and all rights granted to the Assignee in and to the Patents, Trademarks and Copyrights, pursuant to this Agreement.

11. Assignor shall preserve and maintain all rights in the Patents, Trademark and Copyrights, including without limitation the payment of all maintenance fees, renewal fees or taxes. Assignor may elect not to preserve or maintain its rights in certain Patents, Trademarks and Copyrights provided such election is with the prior consent of Assignee, which consent will not be unreasonably withheld.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and reasonable expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights (in the event that Assignors fail to discharge their duty pursuant to Section 10 or otherwise), or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Assignors within thirty (30) days of demand by Assignee, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

13. Each Assignor shall have the right, with the consent of Assignee, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Assignee shall cooperate with such Assignor, at such Assignor's reasonable request and expense, in the prosecution or defense of any suit, action or proceeding with respect to the Patents, Trademarks and Copyrights. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including reasonable legal fees, incurred by Assignee at the request of Assignor as a result of such suit.

14. No course of dealing between any Assignor and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or

privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Assignee's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

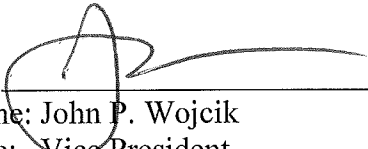
20. Each Assignor hereby irrevocably consents to the nonexclusive jurisdiction of any state or federal court of the Commonwealth of Pennsylvania, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and Assignors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state court or, to the fullest extent permitted by applicable law, in such federal court. Each Assignor waives trial by jury in any action or proceeding with respect to this agreement to the full extent permitted by law.

[SIGNATURES BEGIN ON NEXT PAGE]

**[SIGNATURE PAGE TO PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT]**


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: John P. Wojcik
Title: Vice President

[SIGNATURE PAGE TO PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT]

GUARDIAN PROTECTION SERVICES, INC.

By:  (SEAL)
Name: Raymond G. Spollett
Title: CEO / President

TRADEMARK

REEL: 004552 FRAME: 0043




SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL SECURITY AGREEMENT

LIST OF PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS


PATENTS

None.

TRADEMARKS/TRADE NAMES

<u>Trademark Name</u>	<u>Country/State</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
	United States	76/679,601	3494399	09/02/2008
Genie	United States	76/627,043	3072606	03/28/2006
	United States	76/588,925	3358319	12/25/2007
Response Plus	United States	76/678,700	3,790,490	05/18/2010
Response Plus	United States	77/968,190	n/a	Published for comment on 05/10/2011
	United States	74/721,917	2151624	04/21/1998
Guardian Protection Services	Illinois	74500028 74500025	93122 93119	10/05/2004 10/05/2004
Guardian Protection Services	Indiana	72700545 73500135	20040380 20040395	06/28/2004 07/01/2004
Guardian Protection Services	Kentucky	n/a	15852 15853	01/27/2005 01/27/2005
Guardian Protection Services	Maryland	73600564 73600563	20040076 20040075	06/15/2004 06/15/2004
Guardian Protection Services	New Jersey	n/a	21811	06/16/2004
Guardian Protection Services	Pennsylvania	2004058 2004058	3229362 3232053	06/14/2004 06/14/2004
Guardian Protection Services	Virginia	76702616	7110	01/04/2005

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<u>Trademark Name</u>	<u>Country/State</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
Guardian Protection Services	West Virginia	74300836	1006934	09/29/2004
Guardian Protection Services	Wisconsin	77401627	5601113	12/21/2005
	Delaware	n/a	20041809187	06/29/2004
Armstrong Protection Services	United States	n/a	n/a	Not Filed
Direct Connect	United States	n/a	n/a	Not Filed
GPS Security	United States	n/a	n/a	Not Filed
Guardian Genie Vision	United States	n/a	n/a	Not Filed
Guardian Protection Services	Arizona	n/a	n/a	Not Filed
Guardian Protection Services	Florida	n/a	n/a	Not Filed
Home Protection Services	United States	n/a	n/a	Not Filed
I-Touch	United States	n/a	n/a	Not Filed
Safe Talk	United States	n/a	n/a	Not Filed
Securitalk	United States	n/a	n/a	Not Filed
Securivoice	United States	n/a	n/a	Not Filed
Voice Assure	United States	n/a	n/a	Not Filed
Voice Direct	United States	n/a	n/a	Not Filed
Voice Line Plus	United States	n/a	n/a	Not Filed
Voicecheck	United States	n/a	n/a	Not Filed

COPYRIGHTS

None.

SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT COLLATERAL SECURITY AGREEMENT

LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS

None.

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