

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ROYAL BANK OF SCOTLAND PLC		07/28/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	U.S. SECURITY HOLDINGS, INC.		
Street Address:	200 Mansell Court East		
Internal Address:	Fifth Floor		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2342946	OUTSOURCE PARTNERS	
Registration Number:	2348358		
Registration Number:	2342949	OUTSOURCE PARTNERS, INC.	
Registration Number:	2476272	PAST POSITIVE	
Registration Number:	2585122	RESPONSIVE MANAGEMENT	
Registration Number:	2812128	MARKET MASTER	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5096		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	30045-34300
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	07/29/2011
Total Attachments: 4 source=USSA -- 2006 Trademark Release#page1.tif source=USSA -- 2006 Trademark Release#page2.tif source=USSA -- 2006 Trademark Release#page3.tif source=USSA -- 2006 Trademark Release#page4.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”), dated as of July 27, 2011, is made by THE ROYAL BANK OF SCOTLAND PLC, as collateral agent (the “Collateral Agent”) in favor of U.S. SECURITY HOLDINGS, INC. (the “Borrower”), U.S. SECURITY ASSOCIATES, INC., and certain of their affiliates (collectively, the “Grantors”) (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement and the Pledge and Security Agreement, each as defined below).

WHEREAS, the Borrower and the Collateral Agent entered into that certain Credit and Guaranty Agreement, dated as of May 8, 2006 (as amended by Amendment No. 1, dated as of September 19, 2008 and Amendment No. 2, dated as of September 3, 2010, and as may be further amended, restated or otherwise modified, the “Credit Agreement”), among the Borrower, certain affiliates thereof, the Collateral Agent and the various financial institutions party thereto as lenders thereunder (each individually a “Lender”, and collectively the “Lenders”), pursuant to which Credit Agreement the Lenders made credit extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, and pursuant to that certain Pledge and Security Agreement, dated as of May 8, 2006, among the Borrower, certain affiliates thereof and the Collateral Agent (the “Pledge and Security Agreement”) and that certain Trademark Security Agreement, dated as of May 8, 2006, among the Grantors and the Collateral Agent (the “Trademark Security Agreement”), the Grantors granted security interests in certain intellectual property owned by the Grantors, including, without limitation, the Trademarks listed on Annex I attached hereto (the “Trademark Collateral”); and

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Annex I hereto;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent agrees as follows:

1. The Collateral Agent hereby **RELEASES**, without representation, recourse or warranty whatsoever, all of its security interest in the Trademarks, including without limitation the Trademark Collateral, whether granted pursuant to the Pledge and Security Agreement, the Trademark Security Agreement or any other agreement or document delivered in connection with the Credit Agreement, and the Collateral Agent hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademarks, including without limitation the Trademark Collateral, to the Grantors.

2. The Collateral Agent agrees, at the Grantors’ expense, to cooperate with the Grantors and their Subsidiaries and to provide the Grantors and their Subsidiaries with the information and additional authorization reasonably required or desirable to effect the release of the Collateral Agent’s security interest in the released collateral described herein.

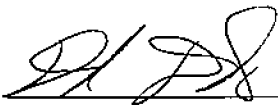
3. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK,

INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first above written.

THE ROYAL BANK OF SCOTLAND PLC,
as Collateral Agent

By: 
Name: Deborah DeSantis
Title: Managing Director

Release of 2006 Trademark Security Agreement

ANNEX I TO
RELEASE OF TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

Reel/Frame: 003311/0138 and 003311/0191

Recordation Date: 05/17/2006

U.S. REGISTERED TRADEMARKS

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	IC
Advance	1,513,205	11/15/1988	42
Advance	691,812	1/19/1960	42
Advance Security	1,530,244	3/14/1989	42
Advance Security and Shield Design	1,070,786	8/2/1977	42
Advanced Security and Star Design	1,230,573	3/8/1983	42
America's Team	2,807,698	1/27/2004	42
Atlantic Security	2,303,679	12/28/1999	42
Enterprise Security Manager	2,932,146	3/8/2005	9
Great Guards	2,935,679	3/29/2005	35, 45
Healthcare Security H USA design	2,123,215	12/23/1997	42
Market Master	2,812,128	2/10/2004	35
OutSource Partners, Inc. logo	2,342,949	4/18/2000	37, 42
OutSource Partners	2,342,946	4/18/2000	37, 42
Past Positive	2,476,272	8/7/2001	35
Past Positive On-line	78/624984	5/6/2005	9, 35
Post-Positive	2,083,926	7/29/1997	42
Premier	78/512418	11/5/2004	42
Premier Residential Security USA	2,173,942	7/14/1998	42
Premier Residential Security USA	2,384,559	9/12/2000	42
Premier Residential Security USA	2,198,379	10/20/1998	42
Protect	847,640	4/16/1968	16
Responsive Management	2,585,122	6/25/2002	42
Responsive Management Swirl	2,348,358	5/9/2000	37, 42
Security Engineers	2,100,491	9/23/1997	42
Supervised Guard Tours	78/606724	4/12/2005	42
The Protection People	1,362,590	9/24/1985	42
Tour-Positive	78/512390	11/5/2004	45
U.S. Security Associates and design (shield patch)	2,793,613	12/16/200	42
U.S. Security Associates	2,790,176	12/9/2003	42
USA design	1,940,757	12/12/1995	42
USA U.S. Security Associates design (flag draped)	2,849,430	6/1/2004	45
USA Link We're Only One "Click" Away	78/294,497	8/31/2003	45