

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
OPSEC SECURITY GROUP, INC.		10/28/2011	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	1125 17th Street		
Internal Address:	3rd Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3031673	AOT BANKNOTE AND HIGH SECURITY DOCUMENTS	
Registration Number:	3049136	APPLIED OPTICAL TECHNOLOGIES	
Registration Number:	4016145	ARE YOUR BRANDSECURE?	
Registration Number:	3715563	BRANDSECURE	
Registration Number:	2559914	GENUNET	
Registration Number:	2565951	GENUTRACK	
Registration Number:	3128744	INSPIRED BY TECHNOLOGY. PROVEN BY EXPERIENCE.	
Registration Number:	3556851	OPSEC	
Registration Number:	3556852	OPSEC	
Registration Number:	3053355	OPSEC BRAND PROTECTION	
Registration Number:	3910734	SECUREETAG	
Registration Number:	3981463	SECURMAX	
Registration Number:	3981462	SECURMET	

CH \$340.00 3031673

CORRESPONDENCE DATA

Fax Number: (303)292-4510
Phone: 303-292-2900
Email: lindsey.rothroch@moyewhite.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Lindsey N. Rothrock
Address Line 1: 1400 16th Street
Address Line 2: 6th Floor
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	10111-00014
NAME OF SUBMITTER:	Lindsey N. Rothrock
Signature:	/Lindsey N. Rothrock/
Date:	10/28/2011

Total Attachments: 25

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement"), dated as of October 28, 2011 is entered into by and among **OPSEC SECURITY GROUP, INC.**, a Colorado corporation (the "Grantor") and **JPMORGAN CHASE BANK, N.A.** (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, among Grantor and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has, subject to certain terms and conditions set forth therein and in the other Loan Documents, agreed to make certain Loans, issue Letters of Credit and to make other extensions of credit to the Grantor (collectively the "Credit Agreement Obligations");

WHEREAS, pursuant to that certain Master Continuing Guaranty (the "UK Guaranty"), dated as October 28, 2011, by Grantor in favor of JPMorgan Chase Bank, N.A., London Branch (the "London Branch"), Grantor has guaranteed the payment and performance of certain obligations under the Uncommitted Overdraft Facility by and among OpSec Security Ltd., OpSec Security GmbH and the London Branch, dated October 28, 2011, as well as all other obligations of OpSec Security Ltd. and OpSec Security GmbH to Lender, the London Branch, or their Affiliates, whether now existing or hereafter incurred (the "Guaranty Obligations");

WHEREAS, Lender, or its Affiliates, may, from time to time, also enter into separate agreements with Borrower (or its Subsidiaries) to provide cash management services, Rate Management Transactions, or other banking products, which, but for this Security Agreement, may require that Borrower, or such Subsidiaries, as the case may be, provide cash or other collateral as security for the obligations of Borrower, or such Subsidiaries, thereunder (collectively, the "Other Obligations" and together with the Credit Agreement Obligations and the Guaranty Obligations, the "Secured Obligations").

WHEREAS, in order to induce Lender to enter into the Credit Agreement and other Loan Documents and to induce Lender to make the Loans, issue Letters of Credit and make other extensions of Credit as provided for in the Credit Agreement and the other Loan Documents, Grantor has agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Secured Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. All other terms contained in this Security Agreement, unless the context indicates otherwise, have the meanings provided for in the UCC to the extent the same are used or defined therein.

2. GRANT OF LIEN.

(a) To secure the prompt and complete payment, performance and observance of all of the Secured Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a Lien upon all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or

owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located (all of which being hereinafter collectively referred to as the "Collateral"), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all General Intangibles (including, without limitation, payment intangibles);
- (v) all Software;
- (vi) all Goods (including Inventory, Equipment and Fixtures);
- (vii) all Instruments;
- (viii) all Investment Property;
- (ix) all Deposit Accounts of Grantor, and all deposits therein;
- (x) all Commercial Tort Claims described on Schedule IV hereto;
- (xi) all money, cash or cash equivalents of Grantor;
- (xii) all Supporting Obligations and Letter-of-Credit Rights of Grantor;
- (xiii) all Intercompany Notes payable to Grantor; and
- (xiv) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Secured Obligations and in order to induce Lender as aforesaid, Grantor hereby grants to Lender, a right of setoff against the property of Grantor held by Lender consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Lender to be exercised upon an Event of Default or any time Lender reasonably determines that an Event of Default is imminent, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

3. LENDER'S RIGHTS: LIMITATIONS ON LENDER'S OBLIGATIONS.

(a) It is expressly agreed by Grantor that, anything herein to the contrary notwithstanding, Grantor shall remain liable under each of its Contracts and each of its licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder. Lender shall not have any obligation or liability under any contract or license by reason of or arising out of this Security Agreement or the granting herein of a Lien thereon or the receipt by Lender of any payment relating to any Contract or license pursuant hereto. Lender shall not be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any Contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or license, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Lender may at any time when an Event of Default has occurred and is continuing (or, if any rights of set-off (other than set-offs against an Account arising under the Contract giving rise to the same Account) or contra accounts may be asserted with respect to the following), without prior notice to Grantor, notify Account Debtors and other Persons obligated on the Collateral that Lender has a security interest therein, and that payments shall be made directly to Lender. At any time when an Event of Default has occurred and is continuing, upon request of Lender, Grantor shall so notify Account Debtors and other Persons obligated on Collateral. Once any such notice has been given to any Account Debtor or other Person obligated on the Collateral, the affected Grantor shall not give any contrary instructions to such Account Debtor or other Person without Lender's prior written consent.

(c) At any time when an Event of Default has occurred and is continuing, Lender may at any time, in Lender's own name, in the name of a nominee of Lender or in the name of Grantor, communicate (by mail, telephone, facsimile or otherwise) with Account Debtors, parties to Contracts and obligors in respect of Instruments to verify with such Persons, to Lender's reasonable satisfaction, the existence, amount terms of, and any other matter relating to, Accounts, payment intangibles, Instruments or Chattel Paper. If a Default or Event of Default shall have occurred and be continuing, Grantor, at its own expense, shall cause the independent certified public accountants then engaged by Grantor to prepare and deliver to Lender at any time and from time to time promptly upon Lender's request the following reports with respect to Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts as Lender may request.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

(a) Grantor has rights in and the power to transfer rights in each item of the Collateral upon which it purports to grant a Lien hereunder free and clear of any and all Liens other than Permitted Encumbrances.

(b) No effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral is on file or of record in any public office, except such as may have been filed (i) by Grantor in favor of Lender pursuant to this Security Agreement or the other Loan Documents, and (ii) in connection with any other Permitted Encumbrances.

(c) This Security Agreement is effective to create a valid and continuing Lien on and, upon the filing of the appropriate financing statements listed on Schedule I hereto, a perfected Lien in favor of Lender, on the Collateral with respect to which a Lien may be perfected by filing pursuant to the UCC. Such Lien is prior to all other Liens except Permitted Encumbrances that would be prior to Liens in favor of Lender as a matter of law, and is enforceable as such as against any and all creditors of and purchasers from Grantor (other than purchasers and lessees of Inventory in the ordinary course of business). All action by Grantor necessary to protect and perfect such Lien on each item of the Collateral has been duly taken.

(d) Schedule II hereto lists all Instruments, Letter of Credit Rights and Chattel Paper of Grantor. All action by Grantor necessary to protect and perfect the Lien of Lender on each item set forth on Schedule II (including the delivery of all originals thereof to Lender and the legending of all Chattel Paper as required by Section 5(b) hereof) has been duly taken. The Lien of Lender on the Collateral listed on Schedule II hereto is prior to all other Liens, except Permitted Encumbrances that would be prior to the Liens in favor of Lender as a matter of law, and is enforceable as such against any and all creditors of and purchasers from Grantor.

(e) Grantor's name as it appears in official filings in the state of its incorporation, the type of entity of Grantor (including corporation, partnership, limited partnership or limited liability company), organizational identification number issued by Grantor's state of incorporation or organization or a statement that no such number has been issued, Grantor's state of organization or incorporation, the location of Grantor's chief executive office, principal place of business, offices, all warehouses and premises where Collateral is stored or located, and the locations of its books and records concerning the Collateral are set forth on Schedule III; provided, however, that Grantor may change its chief executive office, principal place of business, corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral, from the locations set forth on Schedule III hereto to another location if Grantor provides prior written notice to Lender and after completion of any reasonable action

requested by Lender in connection therewith, including to continue the perfection of any Liens in favor of Lender.

(f) With respect to the Accounts, such Accounts represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper.

(g) Grantor does not have any interest in, or title to, any registered patent, trademark or copyright as of the date hereof, other than as set forth on Schedule V hereto.

5. COVENANTS. Grantor covenants and agrees with Lender, that from and after the date of this Security Agreement and until the Secured Obligations have been paid in full (or in the case of Other Obligations, Borrower has provided sufficient collateral, as determined by Lender, in its sole discretion, to secure such obligations), other than in respect of contingent indemnification obligations for which claims have not been made and the Revolving Commitment has been terminated (such date, the "Termination Date"):

(a) Further Assurances: Pledge of Instruments; Chattel Paper.

(i) At any time and from time to time, upon the written request of Lender and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as Lender may reasonably deem desirable to obtain the full benefits of this Security Agreement and of the rights and powers herein granted, including using its reasonable efforts to secure all consents and approvals necessary for the assignment to or for the benefit of Lender of any license or Contract held by Grantor and to enforce the security interests granted hereunder.

(ii) Unless Lender shall otherwise consent in writing (which consent may be revoked), Grantor shall deliver to Lender all Collateral consisting of negotiable Documents, certificated securities, Chattel Paper and Instruments (in each case, accompanied by stock powers, allonges or other instruments of transfer executed in blank) in an aggregate amount over \$5,000 promptly after Grantor receives the same.

(iii) Grantor shall use commercially reasonable efforts to obtain waivers or subordinations of Liens from landlords and mortgagees within sixty days of the effective date hereof, and Grantor shall in all instances obtain signed acknowledgements of Lender's Liens from bailees having possession of Grantor's Goods that they hold for the benefit of Lender.

(iv) If requested by Lender, Grantor shall obtain authenticated Control Letters from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for Grantor.

(v) Grantor that is or becomes the beneficiary of a letter of credit shall promptly, and in any event within two (2) Business Days after becoming a beneficiary, notify Lender thereof and, if requested by Lender, use reasonable efforts to enter into a

tri-party agreement with Lender and the issuer and/or confirmation bank with respect to Letter-of-Credit Rights assigning such Letter-of-Credit Rights to Lender and directing all payments thereunder to Grantor's primary deposit account at Lender, all in form and substance reasonably satisfactory to Lender.

(vi) Grantor shall take all steps necessary to grant Lender control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(vii) Grantor hereby irrevocably authorizes Lender at any time and from time to time to file in any filing office any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Grantor agrees to furnish any such information to Lender promptly upon request. Grantor also ratifies its authorization for Lender to have filed any initial financing statements or amendments thereto if filed prior to the date hereof.

(viii) Grantor shall deliver to Lender, promptly following Grantor's knowledge thereof, written notice of any Commercial Tort Claims that arise in favor of Grantor or that are acquired by it, which could reasonably be expected to result in the payment of damages in excess of \$100,000, and unless otherwise consented by Lender, Grantor shall enter into a supplement to this Security Agreement, granting to Lender a Lien in such Commercial Tort Claim.

(b) Maintenance of Records; Insurance. Grantor shall keep and maintain, at its own cost and expense, satisfactory and complete records of the Collateral, including a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral. Grantor shall mark its books and records pertaining to the Collateral to evidence this Security Agreement and the Liens granted hereby. If Grantor retains possession of any Chattel Paper or Instruments with Lender's consent, such Chattel Paper and Instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of JPMorgan Chase Bank, N.A., as Lender as set forth therein." Grantor shall keep its business and the Collateral insured for risks and in amounts standard for companies in Grantor's industry and location and as Lender may reasonably request. Insurance policies shall be in a form, with companies, and in amounts that are satisfactory to Lender. All property policies shall have a lender's loss payable endorsement showing Lender as an additional loss payee and waive subrogation against Lender. All liability policies shall show, or have endorsements showing, Lender as an additional insured. All

policies (or the loss payable and additional insured endorsements) shall provide that the insurer shall give Lender at least twenty (20) days notice before canceling, amending, or declining to renew its policy. At Lender's request, Grantor shall deliver certified copies of policies and evidence of all premium payments. If Grantor fails to obtain insurance as required under this Section 5(b) or to pay any amount or furnish any required proof of payment to third persons and Lender, Lender may make all or part of such payment or obtain such insurance policies required in this Section 5(b), and take any action under the policies Lender deems prudent

(c) Indemnification. In any suit, proceeding or action brought by Lender relating to any Collateral for any sum owing with respect thereto or to enforce any rights or claims with respect thereto, Grantor will save, indemnify and keep Lender harmless from and against all expenses (including attorneys' fees and expenses), loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Account Debtor or other Person obligated on the Collateral, arising out of a breach by Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to, or in favor of, such obligor or its successors from Grantor, except to the extent such expense, loss, or damage is attributable solely to the gross negligence or willful misconduct of Lender as finally determined by a court of competent jurisdiction. All such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Lender.

(d) Compliance with Terms of Accounts, etc. Grantor will perform and comply in all material respects with all obligations in respect of the Collateral and all other agreements to which it is a party or by which it is bound relating to the Collateral.

(e) Limitation on Liens on Collateral. Grantor will not create, permit or suffer to exist, and Grantor will defend the Collateral against, and take such other action as is necessary to remove, any Lien on the Collateral except Permitted Encumbrances, and will defend the right, title and interest of Lender in and to any of Grantor's rights under the Collateral against the claims and demands of all Persons whomsoever.

(f) Limitations on Disposition. Grantor will not sell, license, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so except as permitted by the Credit Agreement.

(g) Further Identification of Collateral. Grantor will, if so requested by Lender, furnish to Lender, as often as Lender reasonably requests, statements and schedules further identifying and describing the Collateral and such other reports in connection with the

Collateral as Lender may reasonably request, all in such detail as Lender may specify.

(h) Notices. Grantor will advise Lender promptly, in reasonable detail, (i) of any Lien (other than Permitted Encumbrances) or claim made or asserted against any of the Collateral, and (ii) of the occurrence of any other event which would have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder or under any other Loan Document.

(i) No Reincorporation. Without limiting the prohibitions on mergers involving the Grantor contained in the Credit Agreement, except as otherwise permitted by the Credit Agreement, Grantor shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof without the prior written consent of Lender.

(j) Terminations; Amendments Not Authorized. Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in respect of this Security Agreement or any other Loan Document without the prior written consent of Lender and agrees that it will not do so without the prior written consent of Lender, subject to Grantor's rights under Section 9-509(d)(2) of the UCC.

6. LENDER'S APPOINTMENT AS ATTORNEY-IN-FACT.

On the Effective Date, Grantor shall execute and deliver to Lender a power of attorney (the "Power of Attorney") substantially in the form attached hereto as Exhibit A. The power of attorney granted pursuant to the Power of Attorney is a power coupled with an interest and shall be irrevocable until the Termination Date. The powers conferred on Lender under the Power of Attorney are solely to protect Lender's interests in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Lender agrees that (a) except for the powers granted in clause (h) of the Power of Attorney, it shall not exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing, and (b) Lender shall account for any moneys received by Lender in respect of any foreclosure on or disposition of Collateral pursuant to the Power of Attorney provided that Lender shall not have any duty as to any Collateral, and Lender shall not be accountable only for amounts that they actually receive as a result of the exercise of such powers. NEITHER LENDER NOR ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE RESPONSIBLE TO GRANTOR FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, NOR FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

7. REMEDIES: RIGHTS UPON DEFAULT.

(a) In addition to all other rights and remedies granted to it under this Security Agreement, the Credit Agreement, the other Loan Documents and under any other instrument or agreement

securing, evidencing or relating to any of the Secured Obligations, if any Event of Default shall have occurred and be continuing, Lender may exercise all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith enter upon the premises of Grantor where any Collateral is located through self-help, without judicial process, without first obtaining a final judgment or giving Grantor or any other Person notice and opportunity for a hearing on Lender's claim or action and may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at a public or private sale or sales, at any exchange at such prices as it may deem acceptable, for cash or on credit or for future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of Lender, the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption Grantor hereby releases. Such sales may be adjourned and continued from time to time with or without notice. Lender shall have the right to conduct such sales on Grantor's premises or elsewhere and shall have the right to use Grantor's premises without charge for such time or times as Lender deems necessary or advisable. If any Event of Default shall have occurred and be continued, Grantor further agrees, at Lender's request, to assemble the Collateral and make it available to Lender at a place or places designated by Lender which are reasonably convenient to Lender and Grantor, whether at Grantor's premises or elsewhere. Until Lender is able to effect a sale, lease, or other disposition of Collateral, Lender shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by Lender. Lender shall have no obligation to Grantor to maintain or preserve the rights of Grantor as against third parties with respect to Collateral while Collateral is in the possession of Lender. Lender may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of Lender's remedies with respect to such appointment without prior notice or hearing as to such appointment. Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Secured Obligations as provided in the Credit Agreement, and only after so paying over such net proceeds, and after the payment by Lender of any other amount required by any provision of law, need Lender account for the surplus, if any, to Grantor. To the maximum extent permitted by applicable law, Grantor waives all claims, damages, and demands against Lender arising out of the repossession,

retention or sale of the Collateral except such as arise out of the gross negligence or willful misconduct of Lender as finally determined by a court of competent jurisdiction. Grantor agrees that ten (10) days prior notice by Lender of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations.

(b) Except as otherwise specifically provided herein, Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(c) To the extent that applicable law imposes duties on Lender to exercise remedies in a commercially reasonable manner, Grantor acknowledges and agrees that it is not commercially unreasonable for Lender (i) to fail to incur expenses reasonably deemed significant by Lender to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as the Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure Lender against risks of loss, collection or disposition of Collateral or to provide to Lender a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by Lender, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Lender in the collection or disposition of any of the Collateral. Grantor acknowledges that the purpose of this Section 7(c) is to provide non-exhaustive indications of what actions or omissions by Lender would not be commercially unreasonable in Lender's exercise of remedies against the Collateral and that other

actions or omissions by Lender shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7(c). Without limitation upon the foregoing, nothing contained in this Section 7(c) shall be construed to grant any rights to Grantor or to impose any duties on Lender that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 7(c).

(d) Lender shall not be required to make any demand upon, or pursue or exhaust any of their rights or remedies against, Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof. Lender shall not be required to marshal the Collateral or any guarantee of the Obligations or to resort to the Collateral or any such guarantee in any particular order, and all of its and their rights hereunder or under any other Loan Document shall be cumulative. To the extent it may lawfully do so, Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against Lender any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise.

8. GRANT OF LICENSE TO USE INTELLECTUAL PROPERTY COLLATERAL. For the purpose of enabling Lender to exercise rights and remedies under Section 7 hereof (including, without limiting the terms of Section 7 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Collateral) at such time as Lender shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Lender an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor), to use, license or sublicense any intellectual property now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

9. LIMITATION ON LENDER'S DUTY IN RESPECT OF COLLATERAL. Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Lender shall not have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

10. REINSTATEMENT. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

11. NOTICES. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

12. SEVERABILITY. Whenever possible, each provision of this Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. This Security Agreement is to be read, construed and applied together with the Credit Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Lender and Grantor with respect to the matters referred to herein and therein.

13. NO WAIVER; CUMULATIVE REMEDIES; CERTAIN OTHER SECURITY AGREEMENTS. Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Lender and then only to the extent therein set forth. A waiver by Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Lender any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Lender and Grantor.

14. LIMITATION BY LAW. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

15. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 10 hereof, this Security Agreement shall terminate upon the Termination Date.

16. SUCCESSORS AND ASSIGNS. This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of Grantor) and shall, together with the rights and remedies of Lender, hereunder, inure to the benefit of Lender, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Lender, hereunder. Except as the result of any merger or consolidation expressly permitted by the Credit Agreement, Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Security Agreement without the prior written consent of Lender.

17. COUNTERPARTS. This Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Lender, electronic means, all of which shall be equally valid.

18. GOVERNING LAW.

(a) This Security Agreement shall be construed in accordance with and governed by the law of the State of Colorado.

(b) Each of Lender and Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the State and Federal courts in Denver County, Colorado, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Colorado State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Security Agreement shall affect any right that Lender may otherwise have to bring any action or proceeding relating to this Security Agreement against the Grantor or the Collateral in the courts of any jurisdiction.

(c) Each of Lender and Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section 18. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in the Credit Agreement. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

19. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

20. SECTION TITLES. The Section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

21. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Security Agreement.

22. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Security Agreement and, specifically, the provisions of Section 18 and Section 19, with its counsel.

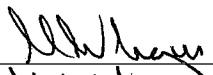
23. BENEFIT OF LENDER. All Liens granted or contemplated hereby shall be for the benefit of Lender, and all proceeds or payments realized from Collateral in accordance herewith shall be applied to the Secured Obligations in accordance with the terms of the Credit Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

OPSEC SECURITY GROUP, INC.

By: 
Name: M. W. Apais
Title: CFO

LENDER:

JPMORGAN CHASE BANK, N.A.

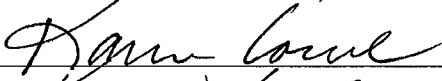
By: 
Name: Karen Lowe
Title: Senior Vice President

EXHIBIT A

[See attached]

POWER OF ATTORNEY

This Power of Attorney is executed and delivered by OpSec Security Group, Inc. (the "Grantor") to JPMorgan Chase Bank, N.A. (hereinafter referred to as "Attorney") under a Credit Agreement and a Security Agreement, both dated as of _____, 2011, and other related documents (the "Loan Documents"). No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall be required to inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or canceled by Grantor without Attorney's written consent.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as Grantor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Loan Documents and, without limiting the generality of the foregoing, Grantor hereby grants to Attorney the power and right, on behalf of Grantor, without notice to or assent by Grantor, and at any time, to do the following: (a) change the mailing address of Grantor, open a post office box on behalf of Grantor, open mail for Grantor, and ask, demand, collect, give acquittances and receipts for, take possession of, endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with any property of Grantor; (b) effect any repairs to any asset of Grantor, or continue or obtain any insurance and pay all or any part of the premiums therefor and costs thereof, and make, settle and adjust all claims under such policies of insurance, and make all determinations and decisions with respect to such policies; (c) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against Grantor or its property; (d) defend any suit, action or proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that Grantor is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate; (e) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of Grantor's property; (f) cause the certified public accountants then engaged by Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, the following reports: (1) a reconciliation of all accounts, (2) an aging of all accounts, (3) trial balances, (4) test verifications of such accounts as Attorney may request, and (5) the results of each physical verification of inventory; (g) communicate in its own name with any party to any Contract with regard to the assignment of the right, title and interest of Grantor in and under the Contracts and other matters relating thereto; (h) to file such financing statements with respect to the Security Agreement, with or without Grantor's signature, or to file a photocopy of the Security Agreement in substitution for a financing statement, as Lender may deem appropriate and to execute in Grantor's name such financing statements and amendments thereto and continuation statements which may require the Grantor's signature; and (i) execute, in connection with any sale provided for in any Loan Document, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral and to otherwise direct such sale or resale, all as though Attorney

were the absolute owner of the property of Grantor for all purposes, and to do, at Attorney's option and Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon Grantor's property or assets and Attorney's Liens thereon, all as fully and effectively as Grantor might do. Grantor hereby ratifies, to the extent permitted by law, all that said Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor, and Grantor has caused its seal to be affixed pursuant to the authority of its board of directors this ___ day of _____, 2011.

OPSEC SECURITY GROUP, INC.

By: _____

Name: _____

Title: _____

NOTARY PUBLIC CERTIFICATE

On this ___ day of _____, 2011, _____ who is personally known to me and appeared before me in his or her respective capacity as the _____ of OpSec Security Group, Inc. ("**Grantor**") and executed on behalf of Grantor the Power of Attorney in favor of JPMorgan Chase Bank, N.A., to which this Certificate is attached.

Notary Public

Schedule I

Financing Statements

UCC-1 Financing Statement to be filed with the Secretary of State of the State of Colorado

:

Schedule II

Instruments, Letter of Credit Rights and Chattel Paper

NONE.

Schedule III

Grantor Information

Grantor's Name: OpSec Security Group, Inc.
Type of Entity: corporation
Organizational ID Number 19881077787
Grantor's State of Incorporation: Colorado
Chief Executive Office: 535 16th Street, Suite 920, Denver, Colorado 80202
Principal Place of Business: 535 16th Street, Suite 920, Denver, Colorado 80202
Other Collateral Locations: None
Location of Books and Records: 535 16th Street, Suite 920, Denver, Colorado 80202

Schedule IV

Commercial Tort Claims

None.

Schedule V

Intellectual Property

PATENTS

Title Description	Inventor Names(s)	Patent Number	Issue Date
An improved informational article and an associated method	Curiel	US6632533	14 Oct 2003
An improved informational article and an associated method	Curiel	US6837960	4 Jan 2005
Informational article and an associated method	Curiel, Turnage	US7204909	17 Apr 2007
Optical encoding	Abraham	US7074478	11 Jul 2006
An informational article and an associated method	Carr	CA2226760	18 Jul 2006
Informational article and an associated method	Carr	US5716482	10 Dec 1998
Informational article and an associated method	Carr	US5763052	9 Jun 1998
Informational article and an associated method	Curiel	US6764571	20 Jul 2004
Method of making tamper resistant and counterfeit resisting informational article	Curiel	US5595624	21 Jan 1997
Optical images	Dunn, Rowe	US6226127	1 May 2001
Security label and method of use	Wood	US6533180	18 Mar 2003
Substrate producing three dimensional images	Dunn, Rowe	EP0919009(GB)	26 Jun 2002
Substrate producing three dimensional images	Dunn, Rowe	US6266187	24 Jul 2001
Tamper evident and counterfeit resisting informational article and associated method	Curiel	US6364994	2 Apr 2002
Tamper evident and counterfeit resisting informational article and associated method	Curiel	US5370763	6 Dec 1994
Tamper evident and counterfeit resisting informational article and associated method	Curiel	US5704652	6 Jan 1998
Tamper evident and counterfeit resisting informational article and associated method	Curiel	US5943543	22 Jun 1999
Tamper resistant vehicular validation tab and associated method	Curiel	US5948555	7 Sep 1999
Tamper resistant vehicular validation tab and associated method	Curiel	US6129975	10 Oct 2000
Tamperproof window seurable informational article	Hill	US6361889	26 Mar 2002

REGISTERED TRADEMARKS

Mark	Region	Registration/ Application Number	Filing or Publication Date
3dcd	EC	5360731	21 Sep 2006
AOT Banknote and High Security Documents	US	3031673	20 Dec 2005
Applied Optical Technologies	US	3049136	24 Jan 2006
Are You Brand Secure	EC	1900679	16 Oct 2000
Are You Brand Secure	US	76031843/ 76033450	20 Apr 2000
BrandSecure	EC	1900810	16 Oct 2000
BrandSecure	US	3715563	27 Jun 2000
GenuNet	Hong Kong	300926569	2 Aug 2007
GenuNet	Madrid Protocol	942560	1 Aug 2007
GenuNet	US	2559914	9 Apr 2002
GenuTrack	US	2565951	30 Apr 2002
Inspired by Technology, Proven by Experience	US	3128744	15 Aug 2006
OpSec	US	3556851	6 Jan 2009
OpSec (design)	Madrid Protocol	983327	10 Jul 2008
OpSec (design)	US	3556852	6 Jan 2009
OpSec Brand Protection	US	3053355	31 Jan 2006
SecureETag	US	3910734	2 Jun 2010
SecureMax	US	3981463	16 Nov 2010
SecureMet	US	3981462	16 Nov 2010

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NONE.

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RECORDED: 10/28/2011

**TRADEMARK
REEL: 004651 FRAME: 0345**