

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
LIFESHIELD, INC.		02/03/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3166628	INGRID
Registration Number:	3770550	LIFESHIELD
Registration Number:	3511764	INGRID HOME SECURITY
Registration Number:	3433447	DIGITAL HOME PROTECTION
Serial Number:	85401479	LIFESHIELD SECURITY
Serial Number:	85459144	LIFESHIELD CONNECT
Serial Number:	85415631	LIFEVIEW
Serial Number:	85181913	LIFEVIEW
Serial Number:	77901539	LIFE SHIELD

CORRESPONDENCE DATA

Fax Number:	(919)354-1278
Phone:	919-314-3086
Email:	loandocsdept@square1bank.com

CH \$240.00 3166628

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

Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	02/13/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 3, 2012 by and between SQUARE 1 BANK ("*Bank*") and LIFESHIELD, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and



concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

770 Township Line Road

Yardley, PA 19067

LIFESHIELD, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

SQUARE 1 BANK

By: _____

Name: _____

Title: _____



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

square 1 bank

EXHIBIT B**PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
RFID based security system	6,888,459	5-3-2005
RFID based security network	7,019,639	3-28-2006
RFID reader for a security network	7,023,341	4-4-2006
Cordless telephone system	7,042,353	5-9-2006
Controller for a security system	7,053,764	5-30-2006
RFID reader for a security system	7,057,512	6-6-2006
Multi-controller security network	7,079,020	7-18-2006
RFID transponder for a security system	7,079,034	7-18-2006
Communications architecture for a security network	7,084,756	8-1-2006
Communications control in a security system	7,091,827	8-15-2006
Device enrollment in a security system	7,119,658	10-10-2006

Clip for RFID transponder of a security network	7,202,789	4-10-2007
Multi-level meshed security network	7,283,048	10-16-2007
Component diversity in a RFID security network	7,495,544	2-24-2009
Portable telephone in a security network	7,511,614	3-31-2009
Fixed part-portable part communications network for a security network	7,532,114	5-12-2009
Security network handset shape	D534,146	12-26-2006
Security network handset	D534,519	1-2-2007
Security network handset controls	D538,797	3-30-2007
System, method and device for detecting a siren	7,629,880	12-8-2009

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
InGrid	3166628	10-31-2006
Lifeshield	77901539	10-28-2009
Lifeshield	3770550	4-6-2010
Lifeshield Security	85401479	8-18-2011
Lifeshield Connect	85459144	10-28-11
Lifeview	85415631	9-6-2011
Lifeview	85181913	11-21-2010
Ingrid Home Security	3511764	10-7-2008
Digital Home Protection	3433447	5-20-2008

ingridhome.com (domain name)

myingrid.com (domain name)

lifeshield.com (domain name)