

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
Andrews International, Inc.		03/12/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114-1306
Entity Type:	National Bank: OHIO

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3298140	ANDREWS INTERNATIONAL
Registration Number:	3292953	ANDREWS INTERNATIONAL
Registration Number:	3756851	VERASYS

CORRESPONDENCE DATA	
Fax Number:	(212)530-5219
Phone:	212-530-5000
Email:	trademark@milbank.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Craig A. Gibson
Address Line 1:	1 Chase Manhattan Plaza, 47th Floor
Address Line 2:	Milbank, Tweed, Hadley & McCloy LLP
Address Line 4:	New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.34301
NAME OF SUBMITTER:	Craig A. Gibson

CH \$90.00 3298140

Signature:	/Craig A. Gibson/
Date:	03/13/2012
Total Attachments: 9 source=USSA IP Security Agreement Supplement (Fully-Executed)#page1.tif source=USSA IP Security Agreement Supplement (Fully-Executed)#page2.tif source=USSA IP Security Agreement Supplement (Fully-Executed)#page3.tif source=USSA IP Security Agreement Supplement (Fully-Executed)#page4.tif source=USSA IP Security Agreement Supplement (Fully-Executed)#page5.tif source=USSA IP Security Agreement Supplement (Fully-Executed)#page6.tif source=USSA IP Security Agreement Supplement (Fully-Executed)#page7.tif source=USSA IP Security Agreement Supplement (Fully-Executed)#page8.tif source=USSA IP Security Agreement Supplement (Fully-Executed)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT dated March 12, 2012 (this "*IP Security Agreement Supplement*"), is made by each Person listed on the signature page hereof (each, an "*Additional Grantor*" and collectively together with the other Persons listed on the signature pages hereof, the "*Grantors*") in favor of KeyBank National Association, as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, U.S. Security Associates Holdings, Inc., a Delaware corporation and U.S. Security Associates Holdings II Corp. (f/k/a Valour Holdings I Corp.), a Delaware corporation ("*Holdings*"), have entered into a Credit and Guaranty Agreement dated as of July 28, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with KeyBank National Association, as the Swing Line Lender, the L/C Issuer and the Administrative Agent, the other Agents named therein and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Security Agreement dated as of July 28, 2011 made by the Grantors and such other Persons to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), each Additional Grantor has agreed to grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in any intellectual property collateral of such Additional Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, such Additional Grantor agrees as follows:

SECTION 1. Grant of Security. Each Additional Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Additional Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which any Additional Grantor now has or hereafter acquires an interest and wherever the same may be located (the "*IP Collateral*"):

- (i) all patents and patent applications, including, without limitation, the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) all trademark and service mark registrations and applications, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark

applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Additional Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Additional Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “IP Collateral,” shall not include any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any of the Grantors), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the IP Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the IP Collateral attached hereto as Schedules A, B and C.

SECTION 3. Security for Obligations. The grant of a security interest in the IP Collateral by such Additional Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of such Additional Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Additional Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Additional Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the law of the State of New York.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ADVANCED TECH SECURITY
ANDREWS HOLDINGS CO.
ANDREWS INTERNATIONAL, INC.
COPSTAT SECURITY, INC.
HMI ASSOCIATES, INC.
VERASYS INTERNATIONAL, LLC

By: 

Name: Randy Andrews

Title: Chief Executive Officer

Address for Notices:

~~ANDREWS INTERNATIONAL, INC.~~
28001 SMYTH DRIVE
SUITE # 106
VALENCIA, CA 91355

ANDREWS INTERNATIONAL GOVERNMENT
SERVICES, INC.

By: Brian D. Urban

Name: Brian Urban

Title: Chief Financial Officer and Treasurer

Address for Notices:

**Schedule A to the
Intellectual Property Security Agreement Supplement**

PATENTS

None.

**Schedule B to the
Intellectual Property Security Agreement Supplement**

TRADEMARKS

Grantor	Mark	Country	App./Reg. No.	App./Reg. Date
Andrews International, Inc.	ANDREWS INTERNATIONAL Block Letters	U.S.	3,298,140	September 25, 2007
Andrews International, Inc.	ANDREWS INTERNATIONAL and Design	U.S.	3,292,953	September 18, 2007
Andrews International, Inc.	Verasys	U.S.	3,756,851	March 9, 2010

Domain Names

1. ANDREWSINTERNATIONAL.COM
2. ADVANCEDTECHSECURITY.COM
3. AIATS.COM
4. ANDREWSINT.COM
5. ANDREWSGOVERNMENTSERVICES.COM
6. AIGOVERNMENTSERVICES.COM
7. VERASYSLLC.COM
8. CROSSROADSTRNG.COM

**Schedule C to the
Intellectual Property Security Agreement Supplement**

COPYRIGHTS

None.