

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
Fire & Security Holdings, LLC		04/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
Red Hawk Fire & Security, LLC		04/10/2012	LIMITED LIABILITY COMPANY: COLORADO
Red Hawk Fire & Security (NY), Inc.		04/10/2012	CORPORATION: NEW YORK
Red Hawk Fire & Security (CA), Inc.		04/10/2012	CORPORATION: CALIFORNIA
Korden, Inc.		04/10/2012	CORPORATION: CALIFORNIA
MPA Systems, Inc.		04/10/2012	CORPORATION: TEXAS
RH Security, Inc.		04/10/2012	CORPORATION: DELAWARE
Fire Systems International, Inc.		04/10/2012	CORPORATION: NEW YORK
Pratt Landry Associates, Inc.		04/10/2012	CORPORATION: LOUISIANA
Red Hawk Security Systems, Inc.		04/10/2012	CORPORATION: TEXAS
Century Sprinkler Holdings Corporation		04/10/2012	CORPORATION: DELAWARE
Chain Electric Holdings, Inc.		04/10/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1952982	C

CH \$240.00 1952982

Registration Number:	1343917	COUNTERFORCE
Registration Number:	2694892	COUNTERFORCE
Registration Number:	3515608	DETECTION LOGIC
Registration Number:	3388088	DETECTION LOGIC FIRE PROTECTION, INC.
Registration Number:	3519676	DETECTION LOGIC FIRE PROTECTION, INC.
Registration Number:	1700578	KORDEN
Registration Number:	3268165	SERVICE EXPRESS
Serial Number:	85512521	WE'VE GOT IT COVERED

CORRESPONDENCE DATA

Fax Number: 2155572049
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (215) 988-6991
Email: tarbox@blankrome.com
Correspondent Name: Olivia H. Tarbox, Paralegal
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square - 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-03078
NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	04/17/2012

Total Attachments: 26
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 10th day of April, 2012 by **FIRE & SECURITY HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), **RED HAWK FIRE & SECURITY, LLC**, a Colorado limited liability company ("Red Hawk"), **RED HAWK FIRE & SECURITY (NY), INC.**, a New York corporation ("Red Hawk NY"), **RED HAWK FIRE & SECURITY (CA), INC.**, a California corporation ("Red Hawk CA"), **KORDEN, INC.**, a California corporation ("Korden"), **MPA SYSTEMS, INC.**, a Texas corporation ("MPA"), **RH SECURITY, INC.**, a Delaware corporation ("RH Security"), **FIRE SYSTEMS INTERNATIONAL, INC.**, a New York corporation ("Fire Systems"), **PRATT LANDRY ASSOCIATES, INC.**, a Louisiana corporation ("Pratt Landry"), **RED HAWK SECURITY SYSTEMS, INC.**, a Texas corporation ("Red Hawk Systems"), **CENTURY SPRINKLER HOLDINGS CORPORATION**, a Delaware corporation ("Century Sprinkler"), **CHAIN ELECTRIC HOLDINGS, INC.**, a Delaware corporation ("Chain Electric", together with Holdings, Red Hawk, Red Hawk NY, Red Hawk CA, Korden, MPA, RH Security, Fire Systems, Pratt Landry, Red Hawk Systems and Century Sprinkler, collectively, the "Grantors", and each a "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as administrative agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantors (collectively, with any other person joined as a borrower to the Loan Agreement from time to time, the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit and Security Agreement (as amended, restated or modified from time to time, the "Loan Agreement") dated as of the date hereof with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right,

title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “Trademarks” and such patents and patent applications, the “Patents”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent or in accordance with the Loan Agreement.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article XIII thereof.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FIRE & SECURITY HOLDINGS, LLC

By: Mark Foley
Name: Mark Foley
Title: Vice President

RED HAWK FIRE & SECURITY, LLC

By: Mark Foley
Name: Mark Foley
Title: Vice President

RED HAWK FIRE & SECURITY (NY), INC.

By: Mark Foley
Name: Mark Foley
Title: Vice President

RED HAWK FIRE & SECURITY (CA), INC.

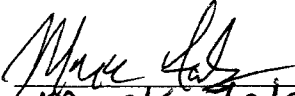
By: Mark Foley
Name: Mark Foley
Title: Vice President

KORDEN, INC.

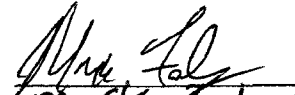
By: Mark Foley
Name: Mark Foley
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

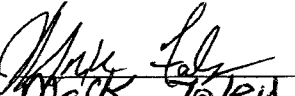
MPA SYSTEMS, INC.

By: 
Name: Mark Foley
Title: Vice President

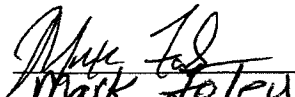
RH SECURITY, INC.

By: 
Name: Mark Foley
Title: Vice President

FIRE SYSTEMS INTERNATIONAL, INC.

By: 
Name: Mark Foley
Title: Vice President

PRATT LANDRY ASSOCIATES, INC.

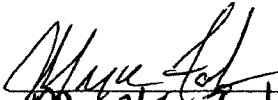
By: 
Name: Mark Foley
Title: Vice President

RED HAWK SECURITY SYSTEMS, INC.

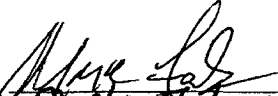
By: 
Name: Mark Foley
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

CENTURY SPRINKLER HOLDINGS
CORPORATION

By: 
Name: Mark Foley
Title: Vice President


CHAIN ELECTRIC HOLDINGS, INC.

By: 
Name: Mark Foley
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: SCOTT GOLDSTEIN
Title: SENIOR VICE PRESIDENT



[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

074658.03078/95071159v.2

TRADEMARK
REEL: 004758 FRAME: 0266

SCHEDULE 1

Trademarks



Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
	C (IN BOX) (WHITE)	USA	1952982	37, 42	37-installation and servicing of fire and burglar alarms, access-control and CCTV systems; 42-alarm-monitoring services	23-Jan-95	30-Jan-15	Chubb Fire & Security LLC. (US)
	COUNTERFORCE	Canada	TMA34664 7	1	(1) Monitoring of electronic signals received from residential and commercial alarm system and related monitoring activities.	6-Oct-87	14-Apr-18	Counterforce Inc.
Text Only	COUNTERFORCE	USA	1343917	9, 37	9-alarm systems - namely, burglar, fire, portable personal protection and medical alert alarms, which when activated transmit a microwave signal resulting in notification of the appropriate parties; 37-installation and maintenance of alarm systems	2-Nov-83	25-Jun-14	Counterforce Inc.
Text Only	COUNTERFORCE	USA	2694892	42	42-Security system monitoring services	6-Sep-01	11-Mar-12	Counterforce Inc.
	DETECTION LOGIC	USA	3515608	37	37- Installation and maintenance of burglar and/or fire alarms; Installation and maintenance of fire alarm, detection and suppression systems; Repair or maintenance of fire alarms	6-Mar-08	14-Oct-17	Detection Logic Fire Protection Inc.

TRADEMARK


REEL: 004758 FRAME: 0267

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
	DETECTION LOGIC FIRE PROTECTION, INC.	USA	3388088	1,9,3 7,45	<p>1- Fire extinguishing compositions; fireproofing preparations; 9- Fire alarms; fire extinguishers; fire sprinklers; fire-extinguishing systems; smoke alarms; smoke detectors; sprinkler systems for fire protection; 37- Fire alarm installation and repair; fire and/or burglar alarm installation and/or repair; fire extinguisher recharging services; installation and maintenance of burglar and/or fire alarms; installation of computer systems; installation of security system; installation of theft prevention devices; installation, maintenance and repair of electrical monitoring systems for fire and/or surveillance equipment; maintenance of computer hardware; maintenance and repair of computer hardware; maintenance of alarm systems; repair of alarms; repair or maintenance of fire alarms; 45- Alarm response and verification services; consultation services in the field of the safety needs of commercial and industrial companies; electronic monitoring services for security purposes in the field of home and commercial office and store security; fire prevention consultation; home security monitoring using wireless and wired sensors for glass breakage, motion detectors, cameras, pool alarms, water alarms and shutoff valves, gate, door and window contact sensors, severe weather alarms; monitoring alarms; monitoring burglar and security alarms; monitoring fire alarms; monitoring of computer systems for security purposes; monitoring security systems</p>	30-May-07	26-Feb-17	Detection Logic Fire Protection Inc.

TRADEMARK

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
	DETECTION LOGIC FIRE PROTECTION, INC.	USA	3519676	37	37- Installation and maintenance of burglar and/or fire alarms; Installation and maintenance of fire alarm, detection and suppression systems; Repair or maintenance of fire alarms	6-Mar-08	21-Oct-17	Detection Logic Fire Protection Inc.
Text Only	KORDEN	USA	1700578	20		1-Apr-91	14-Jan-12	Korden Inc.
	MAY DAY & DESIGN	Canada	TMA41765 5	09,3 5,36, 37,	WARES: (1) Residential and commercial alarm systems. SERVICES: (1) Monitoring of electronic signals received from residential and commercial alarm systems and related monitoring activities.	19-May-92	1-Apr-23	Counterforce Inc.
	SERVICE EXPRESS & DESIGN	USA	3268165	42	42- Providing on-line non-downloadable software for accessing service accounts related to the installation, repair and maintenance of video surveillance systems, safes, vaults and automatic teller machines	11-Aug-06	24-Jul-16	Red Hawk Industries

TRADEMARK
REEL: 004758 FRAME: 0269

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
	VITALCALL (LOGO)	Canada	803451	1	SERVICES: (1) Emergency response alarm monitoring services, namely, monitoring of alert devices by remote monitoring center for the dispatch of emergency public health and notification to third parties; interactive medical monitoring and alert service for reminding clients of medical information, namely, medicinal dosage, allergic sensitivity, and prescription refills; medical assistance services provided via telecommunication and global computer networks for individuals with health problems through the use of wearable medical devices with automated alert and monitoring capacity; rental of medical alert and emergency response alarm monitoring equipment.	22-Dec-09	3-Feb-26	Counterforce Inc.

TRADEMARK
REEL: 004758 FRAME: 0270

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
Text Only	We've Got it Covered	USA	85/512,521 - Pending Application	37, 42	<p>37 - Maintenance, installation, and repair of fire and security products and systems; maintenance, installation, and repair of burglar alarms, intrusion alarms, access-control, surveillance systems and CCTV systems; maintenance, installation, and repair of fire alarm, fire and smoke detection, and fire suppression products and systems, emergency lighting systems, mass notification systems, intercom services and emergency call boxes; maintenance, installation, and repair of; locksmith services, namely, changing, installation, replacement and repair of locks; maintenance, installation, and repair of banking transaction buildings, apparatus and systems; maintenance, installation, and repair of ATMs, safes, vaults, locks, teller lockers and depositories, drive-up banking systems, under counter equipment; maintenance, installation, and repair of remote video monitoring systems, communications sound systems, managed access systems; voice and data systems, nurse call systems, central monitoring stations; Maintenance, installation, and repair of modular buildings.</p> <p>42 - Fire and security system and alarm-monitoring services; fire alarm, fire detection, and fire suppression system monitoring services; emergency response alarm monitoring services, namely, monitoring of alert devices by a remote monitoring center for the dispatch of emergency public health and notification to third parties; testing and inspection of fire and security products, installations and systems; design and consultancy services related to fire and security products and systems; design and consultancy services related to burglar alarms, intrusion alarms, access-control, surveillance systems and CCTV systems;</p>	10-Jan-12		Chubb Fire & Security LLC

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TRADEMARK

REEL: 004758 FRAME: 0271

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
Text Only	We've Got it Covered	USA	85/512,521 - Pending Application	37, 42	<p>37 - Maintenance, installation, and repair of fire and security products and systems; maintenance, installation, and repair of burglar alarms, intrusion alarms, access-control, surveillance systems and CCTV systems; maintenance, installation, and repair of fire alarm, fire and smoke detection, and fire suppression products and systems, emergency lighting systems, mass notification systems, intercom services and emergency call boxes; maintenance, installation, and repair of; locksmith services, namely, changing, installation, replacement and repair of locks; maintenance, installation, and repair of banking transaction buildings, apparatus and systems; maintenance, installation, and repair of ATMs, safes, vaults, locks, teller lockers and depositories, drive-up banking systems, under counter equipment; maintenance, installation, and repair of remote video monitoring systems, communications sound systems, managed access systems; voice and data systems, nurse call systems, central monitoring stations; Maintenance, installation, and repair of modular buildings.</p> <p>42 - Fire and security system and alarm-monitoring services; fire alarm, fire detection, and fire suppression system monitoring services; emergency response alarm monitoring services, namely, monitoring of alert devices by a remote monitoring center for the dispatch of emergency public health and notification to third parties; testing and inspection of fire and security products, installations and systems; design and consultancy services related to fire and security products and systems; design and consultancy services related to burglar alarms, intrusion alarms, access-control, surveillance systems and CCTV systems;</p>	10-Jan-12		Chubb Fire & Security LLC

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TRADEMARK

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED WY	2003-00453092	103	SERVICES RELATED TO INSTALLATION OF GENERAL BANK AND SECURITY EQUIPMENT	06-AUG-2003		DAVID D CHARLES DBA RED HAWK INDUSTRIES, LLC COLORADO, GENERAL PARTNERSHIP 4582 S ULSTER STREET PARKWAY 402 DENVER, COLORADO 80237
WORD ONLY	RED HAWK INDUSTRIES	REGISTERED CT	21691	42	SALES AND SERVICES OF GOODS RELATED TO INTEGRAED SECURITY SYSTEMS, GENERAL BANK EQUIPMENT, SAFES, VAULTS AND LOCKS AND AUTOMATED TELLER MACHINES	31-DEC-2002		MARK P MULVENEY DBA RED HAWK INDUSTRIES, LLC COLORADO 4582 S ULSTER STREET PARKWAY 402 DENVER, COLORADO 80237
								RED HAWK INDUSTRIES LLC COLORADO 4582 SOUTH ULSTER PARKWAY #402 DENVER, COLORADO 80237

TRADEMARK

REEL: 004758 FRAME: 0273

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED CT	21688	20	SALES AND SERVICES OF GOODS RELATED TO INTEGRATED SECURITY SYSTEMS, GENERAL BANK EQUIPMENT, SAFES, VAULTS AND LOCKS AND ATM'S	24-DEC-2002		RED HAWK INDUSTRIES LLC COLORADO, LIMITED LIABILITY COMPANY 4582 SOUTH ULSTER PARKWAY #402 DENVER, COLORADO 80237
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED FL	T030000004 28		SERVICES RELATED TO INTEGRATED SECURITY SYSTEMS, GENERAL BANK EQUIPMENT, SAFES, VAULTS AND LOCKS, AUTOMATED TELLER MACHINES	15-APR-2003		RED HAWK INDUSTRIES, L.L.C. COLORADO, LIMITED LIABILITY COMPANY 4582 SOUTH ULSTER STREET PARKWAY, #402 DENVER, COLORADO 80237
WORD ONLY	RED HAWK INDUSTRIES	REGISTERED NE	10048678		GOODS/SERVICES NOT LISTED	06-AUG-2003		RED HAWK INDUSTRIES, L.L.C. LIMITED LIABILITY COMPANY / LLC 4582 S. ULSTER STREET PARKWAY, #402 DENVER, COLORADO 80237

TRADEMARK

REEL: 004758 FRAME: 0274

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
WORD AND DESIGN	RED HAWK INDUSTRIES	NONRE NEWED NV	SM0035040 8		SALES AND SERVICES OF GOODS RELATED TO INTEGRATED SECURITY SYSTEMS, GENERAL BANK EQUIPMENT, SAFES, VAULTS, LOCKS AND ATMS	25-MAR-2003		RED HAWK INDUSTRIES, L.L.C. LIMITED LIABILITY COMPANY / LLC 4582 SOUTH ULSTER PKWY., #402 DENVER, COLORADO 80237
WORD ONLY	RED HAWK INDUSTRIES	NONRE NEWED NV	TN0035040 9		SALES AND SERVICES OF GOODS RELATED TO INTEGRATED SECURITY SYSTEMS, GENERAL BANK EQUIPMENT, SAFES, VAULTS, LOCKS AND ATMS	25-MAR-2003		RED HAWK INDUSTRIES, L.L.C. LIMITED LIABILITY COMPANY / LLC 4582 SOUTH ULSTER PKWY., #402 DENVER, COLORADO 80237
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED AL	108764	37	CONSTRUCTION AND REPAIR	14-MAR-2003		RED HAWK INDUSTRIES, LLC ALABAMA, LIMITED LIABILITY COMPANY 4582 SOUTH ULSTER PARKWAY #402 DENVER, COLORADO 80237

TRADEMARK
REEL: 004758 FRAME: 0275

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED TN		37	GENERAL BANK EQUIPMENT, INTEGRATED SECURITY SYSTEMS, SAFES, VAULTS AND LOCKS AND ATM'S.	03-APR-2003		RED HAWK INDUSTRIES, LLC COLORADO 4582 SOUTH ULSTER PKWY, #402 DENVER, COLORADO 80237
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED UT	5375043		SALES AND INSTALLATION OF GENERAL BANK AND SECURITY EQUIPMENT	06-AUG-2003		RED HAWK INDUSTRIES, LLC COLORADO, CORPORATION 4582 S ULSTER STREET PARKWAY #402 DENVER, COLORADO 80237 Tel.: 720-264-1089
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED TX	800195941	37	INSTALLATION, REPAIR & MAINTENANCE OF SECURITY EQUIPMENT	18-APR-2003		RED HAWK INDUSTRIES, LLC COLORADO, CORPORATION 4582 S. ULSTER STREET, PKWY. #402 DENVER, COLORADO 80237
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED MA	62690	9	ADVERTISING OF GOODS AND SERVICES RELATED TO INTEGRATED SECURITY SYSTEMS GENERAL BANK EQUIPMENT, SAFES, VAULTS AND LOCKS, AND ATM'S	24-MAR-2003		RED HAWK INDUSTRIES, LLC COLORADO, CORPORATION 4582 SO ULSTER PKWY #402 DENVER, COLORADO 80237

TRADEMARK

REEL: 004758 FRAME: 0276

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED OH	1376572	37	INTEGRATED SECURITY SYSTEMS, GENERAL BANK EQUIPMENT, SAFES, VAULTS AND LOCKS, AND ATM'S.	20-MAR-2003		RED HAWK INDUSTRIES, LLC COLORADO, CORPORATION 4582 SO ULSTER ST PKWY #402 DENVER, COLORADO 80237
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED TX	800187673	35	RETAIL SALES OF EQUIPMENT	18-APR-2003		RED HAWK INDUSTRIES, LLC COLORADO, CORPORATION 4582 SOUTH ULSTER STREET, PKWAY #402 DENVER, COLORADO 80237
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED IN	20030537	56	CONSTRUCTION AND REPAIR OF GENERAL BANK AND SECURITY EQUIPMENT	08-AUG-2003		RED HAWK INDUSTRIES, LLC COLORADO, CORPORATION 4582 SOUTH ULSTER STREET, SUITE 402 DENVER, COLORADO 80237 Tel: 720-264-1089
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED OK	32958	103	GENERAL BANK EQUIPMENT, SAFES, VAULTS AND LOCKS, INTEGRATED SECURITY SYSTEMS, AND ATM'S	24-MAR-2003		RED HAWK INDUSTRIES, LLC COLORADO, LIMITED LIABILITY COMPANY 4582 SO. ULSTER PARKWAY #402 DENVER, COLORADO 80237

TRADEMARK

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED NJ	21245	45	SALES AND SERVICES OF GOODS RELATED TO INTEGRATED SECURITY SYSTEMS, GENERAL BANK EQUIPMENT, SAFES, VAULTS AND LOCKS AND AUTOMATED TELLER MACHINES	08-JAN-2003		RED HAWK INDUSTRIES, LLC DELAWARE, CORPORATION 4582 SOUTH ULSTER PARKWAY, SUITE 402 DENVER, COLORADO 80237
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED NJ	21249	45	SALES AND SERVICES OF GOODS RELATED TO INTEGRATED SECURITY SYSTEMS, GENERAL BANK EQUIPMENT, SAFES, VAULTS AND LOCKS AND AUTOMATED TELLER MACHINES	13-JAN-2003		RED HAWK INDUSTRIES, LLC DELAWARE, CORPORATION 4582 SOUTH ULSTER PARKWAY, SUITE 402 DENVER, COLORADO 80237
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED NY	S18196	42	SALES AND SERVICE OF GOODS RELATED TO INTEGRATED SECURITY SYSTEMS, GENERAL BANK EQUIPMENT, SAFES, VAULTS, LOCKS AND AUTOMATED TELLER MACHINES	24-DEC-2002		RED HAWK INDUSTRIES, LLC LIMITED LIABILITY CO. 4582 SOUTH ULSTER PKWY., #402 DENVER, COLORADO 80237
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED AR	800006896	37	DESIGNATES SALES AND SERVICE RELATED TO GENERAL BNKAK EQUIPMENT, SALES, VAULTS AND LOCKS AND ATMS	25-MAR-2003		RED HAWK INDUSTRIES, LLC LIMITED LIABILITY COMPANY 4582 SO. ULSTER PKWY #402 DENVER, COLORADO 80237

TRADEMARK

REEL: 004758 FRAME: 0278

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED OK	12007899		GOODS AND SERVICES RELATED TO GENERAL BANK EQUIPMENT, SAFES, VAULTS AND LOCKS, INTEGRATED SECURITY SYSTEMS, AND ATM'S	24-MAR-2003		RED HAWK INDUSTRIES, LLC 4852 S. ULSTER PKWY., #402 DENVER, COLORADO 80237
WORD AND DESIGN	RED HAWK INDUSTRIES	REGISTERED LA	577347		MARK DESIGNATES SALES AND SERVICES OF GOODS RELATED TO INTEGRATED SECURITY SYSTEMS, GENERAL BANK . . (SEE ORIGINAL)	14-MAR-2003		RED HAWK INDUSTRIES, LLC 5690 DTC BOULEVARD ENGLEWOOD, COLORADO 80111
WORD ONLY	RED HAWK INDUSTRIES	REGISTERED AZ	47167		GOODS/SERVICES NOT LISTED	24-MAR-2003		RED HAWK INDUSTRIES, LLC LIMITED LIABILITY COMPANY 4582 S ULSTER #402 DENVER, COLORADO 80237 Tel.: 720-264-1089
WORD AND DESIGN	RED HAWK INDUSTRIES	EXPIRED KS	16572	37	GOODS/SERVICES NOT LISTED	07-AUG-2003	05-SEP-2008	RED HAWK INDUSTRIES, LLC LIMITED LIABILITY COMPANY 4582 S. ULSTER ST. PARKWAY, #402 DENVER, COLORADO 80237
	C (IN BOX) (WHITE)	USA	1952982	37, 42	37- installation and servicing of fire and burglar alarms, access-control and CCTV systems; 42-alarm-monitoring services	23-Jan-95	30-Jan-15	Chubb Fire & Security LLC. (US)
	COUNTERFORCE	Canada	TMA34664 7	1	(1) Monitoring of electronic signals received from residential and commercial alarm system and related monitoring activities.	6-Oct-87	14-Apr-18	Counterforce Inc.

TRADEMARK

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
Text Only	COUNTERFORCE	USA	1343917	9, 37	9-alarm systems - namely, burglar, fire, portable personal protection and medical alert alarms, which when activated transmit a microwave signal resulting in notification of the appropriate parties; 37-installation and maintenance of alarm systems	2-Nov-83	25-Jun-14	Counterforce Inc.
Text Only	COUNTERFORCE	USA	2694892	42	42-Security system monitoring services	6-Sep-01	11-Mar-12	Counterforce Inc.
	VITALCALL (LOGO)	Canada	803451	1	SERVICES: (1) Emergency response alarm monitoring services, namely, monitoring of alert devices by remote monitoring center for the dispatch of emergency public health and notification to third parties; interactive medical monitoring and alert service for reminding clients of medical information, namely, medicinal dosage, allergic sensitivity, and prescription refills; medical assistance services provided via telecommunication and global computer networks for individuals with health problems through the use of wearable medical devices with automated alert and monitoring capacity; rental of medical alert and emergency response alarm monitoring equipment.	22-Dec-09	3-Feb-26	Counterforce Inc.

TRADEMARK

REEL: 004758 FRAME: 0280

Image	Title	Country	Registration Number	Class	Class Descriptions	Date filed	Renewal Due	Owner Assignee
	MAY DAY & DESIGN	Canada	TMAA41765 5	09, 3 5, 36, 37,	<p>WARES: (1) Residential and commercial alarm systems.</p> <p>SERVICES: (1) Monitoring of electronic signals received from residential and commercial alarm systems and related monitoring activities.</p>	19-May-92	1-Apr-23	Counterforce Inc.

TRADEMARK
REEL: 004758 FRAME: 0281

SCHEDULE 1 CONT'D

Patents

None

POWER OF ATTORNEY

Dated: April __, 2012

Each of **FIRE & SECURITY HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), **RED HAWK FIRE & SECURITY, LLC**, a Colorado limited liability company (“Red Hawk”), **RED HAWK FIRE & SECURITY (NY), INC.**, a New York corporation (“Red Hawk NY”), **RED HAWK FIRE & SECURITY (CA), INC.**, a California corporation (“Red Hawk CA”), **KORDEN, INC.**, a California corporation (“Korden”), **MPA SYSTEMS, INC.**, a Texas corporation (“MPA”), **RH SECURITY, INC.**, a Delaware corporation (“RH Security”), **FIRE SYSTEMS INTERNATIONAL, INC.**, a New York corporation (“Fire Systems”), **PRATT LANDRY ASSOCIATES, INC.**, a Louisiana corporation (“Pratt Landry”), **RED HAWK SECURITY SYSTEMS, INC.**, a Texas corporation (“Red Hawk Systems”), **CENTURY SPRINKLER HOLDINGS CORPORATION**, a Delaware corporation (“Century Sprinkler”), **CHAIN ELECTRIC HOLDINGS, INC.**, a Delaware corporation (“Chain Electric”, together with Holdings, Red Hawk, Red Hawk NY, Red Hawk CA, Korden, MPA, RH Security, Fire Systems, Pratt Landry, Red Hawk Systems and Century Sprinkler, the “Grantors” and each a “Grantor”), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, Agent), as agent for the Lenders (as defined below) under that certain Revolving Credit and Security Agreement among Agent, certain financial institutions party thereto as lenders (the “Lenders”), and Grantors dated as of the date hereof (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of such Grantor, with the power to endorse the name of each Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement among Grantors and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark and Patent Security Agreement”), including, without limitation, to execute on behalf of each Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents (as defined in the Loan Agreement).

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

FIRE & SECURITY HOLDINGS, LLC

By: Mark Foley
Name: Mark Foley
Title: Vice President

RED HAWK FIRE & SECURITY, LLC

By: Mark Foley
Name: Mark Foley
Title: Vice President

RED HAWK FIRE & SECURITY (NY), INC.

By: Mark Foley
Name: Mark Foley
Title: Vice President

RED HAWK FIRE & SECURITY (CA), INC.

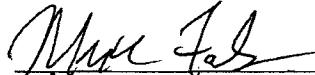
By: Mark Foley
Name: Mark Foley
Title: Vice President

KORDEN, INC.

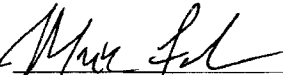
By: Mark Foley
Name: Mark Foley
Title: Vice President

[SIGNATURE PAGE TO POWER OF ATTORNEY]


MPA SYSTEMS, INC.

By: 
Name: Mark Foley
Title: Vice President


RH SECURITY, INC.

By: 
Name: Mark Foley
Title: Vice President

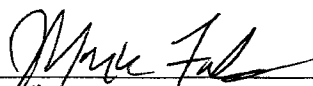
FIRE SYSTEMS INTERNATIONAL, INC.

By: 
Name: Mark Foley
Title: Vice President

PRATT LANDRY ASSOCIATES, INC.

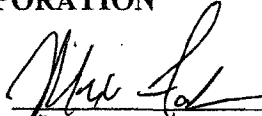
By: 
Name: Mark Foley
Title: Vice President

RED HAWK SECURITY SYSTEMS, INC.

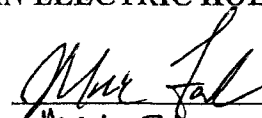
By: 
Name: Mark Foley
Title: Vice President

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

CENTURY SPRINKLER HOLDINGS
CORPORATION

By: 
Name: Mark Foley
Title: Vice President

CHAIN ELECTRIC HOLDINGS, INC.

By: 
Name: Mark Foley
Title: Vice President

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT]