

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Universal Protection Service, LP		05/01/2012	LIMITED PARTNERSHIP: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
Name:	CALTIUS PARTNERS IV, LP
Street Address:	11766 WILSHIRE BLVD.
Internal Address:	SUITE 850
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

<b>PROPERTY NUMBERS Total: 5</b>		
Property Type	Number	Word Mark
Registration Number:	3967862	ENSURE YOU'RE SECURE
Registration Number:	3746773	ATMOSPHERE MANAGEMENT
Registration Number:	3842793	SMART GUARDS - SMART CHOICE
Registration Number:	3593918	CYCOP
Registration Number:	2971368	CYCOP

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2027995144
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2027994000
Email:	dctrademarks@dlapiper.com
Correspondent Name:	Ryan C. Compton
Address Line 1:	500 Eighth Street, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

OP \$140.00 3967862

ATTORNEY DOCKET NUMBER:	030138-000027
NAME OF SUBMITTER:	Ryan C. Compton
Signature:	/Ryan C. Compton/
Date:	05/03/2012
Total Attachments: 5 source=universalcaltius#page1.tif source=universalcaltius#page2.tif source=universalcaltius#page3.tif source=universalcaltius#page4.tif source=universalcaltius#page5.tif	

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF JULY 30, 2010, AMONG JPMORGAN CHASE BANK, N.A., CALTIUS PARTNERS IV, LP, AND CALTIUS PARTNERS EXECUTIVE IV, LP (AS AMENDED, THE "SUBORDINATION AGREEMENT") TO THE "SENIOR DEBT" (AS DEFINED IN THE SUBORDINATION AGREEMENT), AND EACH PARTY TO OR HOLDER OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

### **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "IP Security Agreement"), dated as of May 1, 2012, is made by EACH OF THE UNDERSIGNED and EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY AGREEMENT JOINDER AGREEMENT (each, a "Debtor" and collectively, the "Debtors"), in favor of CALTIUS PARTNERS IV, LP, a Delaware limited partnership (as agent on behalf of itself and certain other investors "Agent"). Terms used but not otherwise defined herein have the meanings set forth in the Security Agreement (as defined below).

### **RECITALS**

A. Universal Services of America, Inc., a California corporation; Universal Building Maintenance, LLC, a California limited liability company; Universal Protection Security Systems, LP, a California limited partnership; Universal Protection Service, LP (formerly known as Universal Security Solutions d/b/a Universal Protection Services), a California limited partnership; Cescones Holdings, LLC, a Delaware limited liability company; Universal Services of America, LP, a California limited partnership; Universal Protection Security Systems GP, Inc. (formerly known as Universal Protection Security Systems, Inc.), a California corporation; Universal Protection Service GP, Inc., a California corporation; Universal Services of America GP, Inc., a California corporation; Shield Security, Inc., a California corporation; Security Forces, LLC, a Delaware limited liability company and successor in interest to Security Forces, Inc., a North Carolina corporation; and SFI Electronics, LLC, a Delaware limited liability company and successor in interest to SFI Electronics, Inc., a North Carolina corporation, and each other Person who shall become a party thereto by execution of a Security Agreement Joinder Agreement, and Agent are party to a Security Agreement dated as November 10, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Security Agreement.

B. Pursuant to the Security Agreement, the Debtors have agreed to execute and deliver to Agent this IP Security Agreement.

C. Agent is unwilling to enter into the Investment Agreement or make or maintain such extensions of credit under the Investment Agreement unless the Debtors execute and deliver this IP Security Agreement.

In consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Schedule 1 attached hereto sets forth all trademarks owned by the Debtors, and each Debtor hereby pledges and grants to Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its trademarks and all proceeds thereof, which such security interest shall secure (a) all present and future Obligations of each Debtor to Agent under the Loan Documents to which such Debtor is now or hereafter becomes a party and (b) all obligations of the Debtors and rights of Agent under this IP Security Agreement.

3. **SECURITY AGREEMENT.** The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless Agent shall otherwise determine.

4. **TERMINATION.** Upon the payment in full of the Obligations and termination of the Security Agreement, Agent shall execute, acknowledge and deliver to the Debtors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the trademarks under this IP Security Agreement.


5. **COUNTERPARTS.** This IP Security Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement. It shall not be necessary in making proof of this IP Security Agreement to produce or account for more than one such counterpart executed by the party against whom enforcement is sought. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be executed under seal as of the day and year first written above.

UNIVERSAL PROTECTION SERVICE, LP,  
a California limited partnership

By: Universal Protection Service GP, Inc.,  
a California corporation  
Its General Partner

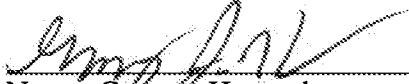
By:   
Brian K. Cescolini  
Its President

Accepted and Agreed:

CALTIUS PARTNERS IV, LP

By: CP IV, LP, its general partner

By:



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Name: Gregory Howorth

Title: Managing Director

**SCHEDULE 1**  
to  
**IP SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country/ State</b>
Universal Protection Service, LP	Ensure You're Secure			3,967,862	24-May-11	US
Universal Protection Service, LP	Atmosphere Management			3,746,773	2/29/10	US
Universal Protection Service, LP	Smart Guards - Smart Choice			3,842,793	31-Aug-10	US
Universal Protection Service, LP	CyCop - words only			2,971,368	19-Jul-05	US
Universal Protection Service, LP	CyCop - with logo			3,593,918	24-Mar-09	US