

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Andrews International, LLC	FORMERLY Andrews International, Inc.	06/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
	American Premier Security, LLC	FORMERLY American Premier Security, Inc.	06/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	KEYBANK NATIONAL ASSOCIATION			
Street Address:	127 PUBLIC SQUARE			
City:	CLEVELAND			
State/Country:	OHIO			
Postal Code:	44114			
Entity Type:	National Association: UNITED STATES			
PROPERTY NUMBERS Total: 4				
	Property Type	Number	Word Mark	
	Registration Number:	3671073	AMERICAN PREMIER SECURITY	
	Registration Number:	3298140	ANDREWS INTERNATIONAL	
	Registration Number:	3292953	ANDREWS INTERNATIONAL	
	Registration Number:	3756851	VERASYS	
CORRESPONDENCE DATA				
Fax Number:	2128594000			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	2128598000			
Email:	jason.greenberg@friedfrank.com			
Correspondent Name:	Jason L. Greenberg			
Address Line 1:	One New York Plaza			
Address Line 2:	Fried Frank LLP			
Address Line 4:	New York, NEW YORK 10004-1980			

CH \$115.00 3671073

TRADEMARK

ATTORNEY DOCKET NUMBER:	33592-1 (GREENBERG)
NAME OF SUBMITTER:	Jason L. Greenberg
Signature:	/jlg/
Date:	06/13/2012

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT dated as of June 13, 2012 (this “**IP Security Agreement Supplement**”), is made by Andrews International, LLC and American Premier Security, LLC (each, a “**Grantor**”) 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 by the First Amendment to the Credit and Guaranty Agreement, dated as of February 10, 2012 (and as further amended, amended and restated, supplemented or otherwise modified from time to time, including pursuant to that certain Guaranty Supplement, dated as of March 12, 2012, that certain Consent, dated as of April 17, 2012 and that certain Waiver and Consent, dated as of June 1, 2012, 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, each of Andrews International, Inc. and American Premier Security, Inc. is a party to the Credit Agreement;

WHEREAS, under the terms of the Security Agreement dated as of July 28, 2011 made by the grantors party thereto and such other Persons to the Administrative Agent, as supplemented by that certain Security Agreement Supplement, dated as of March 12, 2012 (and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), each of Andrews International, Inc. and American Premier Security, Inc. agreed to grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral of such entity;

WHEREAS, as pursuant to the Security Agreement and that certain Intellectual Property Security Agreement, dated as of July 28, 2011 (the “**Intellectual Property Security Agreement**”) as supplemented by that certain Intellectual Property Security Agreement Supplement, dated as of March 12, 2012 (the “**Intellectual Property Security Agreement Supplement**”; and together with the Intellectual Property Security Agreement, the “**Initial IP Security Agreement**”) Andrews International, Inc. and American Premier Security, Inc. granted a security interest in all of such entity’s right, title and interest in and to any intellectual property collateral of such entity and having been recorded on July, 29, 2011, at Reel 4593, Frame 0953, and March 13, 2012, at Reel 4735, Frame 0588;

WHEREAS, the board of directors and the sole shareholders of Andrews International, Inc. and American Premier Security, Inc. deemed it advisable to convert into Delaware limited liability companies named Andrews International, LLC and American Premier Security, LLC respectively;

WHEREAS, each of Andrews International, Inc. and American Premier Security Inc. each filed with the Secretary of the State of Delaware on June 13, 2012 a duly executed Certificate of Conversion to Limited Liability Company, each attached hereto as Exhibit A and Exhibit B, respectively; and

WHEREAS, pursuant to those certain confirmation and affirmation agreements, dated as of June 13, 2012 by Andrews International, LLC and American Premier Security, LLC (collectively, the “**Affirmations**”), the Grantors have sought to confirm, renew and affirm all security interests, pledges, assignments and other liens previously granted by Andrews International, Inc. and American Premier Security, Inc. pursuant to the Security Agreement and all other Loan Documents to which they are a party and to continue all such security interests, pledges, assignments and other liens in full force and effect as security for the Secured Obligations pursuant to the Affirmations;

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

SECTION 1. Grant of Security. Each Grantor hereby confirms, renews, affirms and continues its grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which any 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 the Schedules to the Security Agreement and the Initial IP Security Agreement (each as modified pursuant to Section 2 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 the Schedules to the Security Agreement and the Initial IP Security Agreement (each as modified pursuant to Section 2 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 Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in the Schedules to the Security Agreement and the Initial IP Security Agreement (each as modified pursuant to Section 2 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 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. (i) With respect only to the entries for OSP Security, Inc. and Andrews International Inc., Schedule III(ii)(A) to the Security Agreement, (ii) with respect only to the entry for OSP Security, Inc., Schedule B to the Intellectual Property Security Agreement, and (iii) with respect only to Andrews International Inc., Schedule B to the Intellectual Property Security Agreement Supplement, are, effective as of the date hereof, hereby modified as set forth in Schedule A attached hereto, as applicable.

SECTION 3. Security for Obligations. The grant of a security interest in the IP Collateral by such Grantor under the Security Agreement and the Initial IP Security Agreement, as modified by this IP Security Agreement Supplement, secures the payment of all Obligations of such 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 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 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.

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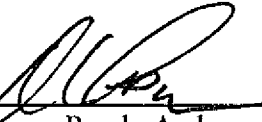
IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMERICAN PREMIER SECURITY, LLC

By: 
Name: Randy Andrews
Title: President and Treasurer

Address for Notices:
ANDREWS INTERNATIONAL, INC.
28001 SMYTH DRIVE
SUITE # 106
VALENCIA, CA 91355

ANDREWS INTERNATIONAL, LLC

By: 
Name: Randy Andrews
Title: Chief Executive Officer

Address for Notices:
ANDREWS INTERNATIONAL, INC.
28001 SMYTH DRIVE
SUITE # 106
VALENCIA, CA 91355

Exhibit A
Andrews International, Inc. Certificate
of Conversion to Limited Liability Company

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TRADEMARK
REEL: 004801 FRAME: 0092

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "ANDREWS INTERNATIONAL, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ANDREWS INTERNATIONAL, INC." TO "ANDREWS INTERNATIONAL, LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF JUNE, A.D. 2012, AT 1:19 O'CLOCK P.M.

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120733999




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9640873

DATE: 06-13-12

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
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Delaware

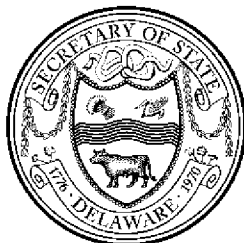
PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "ANDREWS INTERNATIONAL, LLC" FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF JUNE, A.D. 2012, AT 1:19 O'CLOCK P.M.

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Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9640873

DATE: 06-13-12

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
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**CERTIFICATE OF CONVERSION
TO LIMITED LIABILITY COMPANY**

PURSUANT TO SECTION 266 OF
THE DELAWARE GENERAL CORPORATION LAW
AND SECTION 18-214 OF
THE DELAWARE LIMITED LIABILITY COMPANY ACT

Andrews International, Inc., a Delaware corporation (the "Company"), does hereby certify:

FIRST: That the name of the Company immediately prior to filing this Certificate was Andrews International, Inc.

SECOND: That the original certificate of incorporation of the Company was filed with the Secretary of State of Delaware on February 8, 2006.

THIRD: That the name of the limited liability company into which the Company shall be converted, as set forth in the Certificate of Formation of such limited liability company, shall be Andrews International, LLC, and the jurisdiction of such limited liability company shall be Delaware.

FOURTH: That the conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law and Section 18-214 of the Delaware Limited Liability Company Act.

FIFTH: That the conversion shall be effective upon the completion of the filing of the Certificate of Conversion with the Secretary of State of Delaware in accordance with the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion on June 13, 2012.

ANDREWS INTERNATIONAL, INC.

By: /s/ James Woods
Name: James Wood
Title: President

CERTIFICATE OF FORMATION
OF
ANDREWS INTERNATIONAL, LLC

This Certificate of Formation is being executed as of June 13, 2012, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del. C. § 18-101, *et seq.*).

The undersigned being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name. The name of the limited liability company is Andrews International, LLC (the "Company").
2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The registered agent of the Company for service of process at such address is The Corporation Trust Company.
3. Authorized Person. The name and address of the authorized person is Richard B. Goldstein, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004. The powers of the authorized person shall terminate upon the filing of this Certificate of Formation.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the day and year first above written.

/s/ Richard B. Goldstein
Richard B. Goldstein
Authorized Person

Exhibit B
American Premier Security, Inc. Certificate
of Conversion to Limited Liability Company

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "AMERICAN PREMIER SECURITY, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "AMERICAN PREMIER SECURITY, INC." TO "AMERICAN PREMIER SECURITY, LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF JUNE, A.D. 2012, AT 1:19 O'CLOCK P.M.

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at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9640752

DATE: 06-13-12

TRADEMARK
REEL: 004801 FRAME: 0098

Delaware

PAGE 2

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "AMERICAN PREMIER SECURITY, LLC" FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF JUNE, A.D. 2012, AT 1:19 O'CLOCK P.M.

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You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9640752

DATE: 06-13-12

TRADEMARK
REEL: 004801 FRAME: 0099

**CERTIFICATE OF CONVERSION
TO LIMITED LIABILITY COMPANY**

**PURSUANT TO SECTION 266 OF
THE DELAWARE GENERAL CORPORATION LAW
AND SECTION 18-214 OF
THE DELAWARE LIMITED LIABILITY COMPANY ACT**

American Premier Security, Inc., a Delaware corporation (the "Company"), does hereby certify:

FIRST: That the name of the Company immediately prior to filing this Certificate was American Premier Security, Inc.

SECOND: That the original certificate of incorporation of the Company was filed with the Secretary of State of Delaware on June 24, 2005.

THIRD: That the name of the limited liability company into which the Company shall be converted, as set forth in the Certificate of Formation of such limited liability company, shall be American Premier Security, LLC, and the jurisdiction of such limited liability company shall be Delaware.

FOURTH: That the conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law and Section 18-214 of the Delaware Limited Liability Company Act.

FIFTH: That the conversion shall be effective upon the completion of the filing of the Certificate of Conversion with the Secretary of State of Delaware in accordance with the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion on June 13, 2012.

AMERICAN PREMIER SECURITY, INC.

By: /s/ Randy Andrews
Name: Randy Andrews
Title: President and Treasurer

CERTIFICATE OF FORMATION
OF
AMERICAN PREMIER SECURITY, LLC

This Certificate of Formation is being executed as of June 13, 2012, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del. C. § 18-101, *et seq.*).

The undersigned being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name. The name of the limited liability company is American Premier Security, LLC (the "Company").
2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The registered agent of the Company for service of process at such address is The Corporation Trust Company.
3. Authorized Person. The name and address of the authorized person is Richard B. Goldstein, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004. The powers of the authorized person shall terminate upon the filing of this Certificate of Formation.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the day and year first above written.

/s/ Richard B. Goldstein
Richard B. Goldstein
Authorized Person

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

TRADEMARKS

Grantor	Mark	Country	App./Reg. No.	App./Reg. Date
American Premier Security, LLC	AMERICAN PREMIER SECURITY	U.S.	3671073	August 18, 2009
Andrews International, LLC	ANDREWS INTERNATIONAL Block Letters	U.S.	3,298,140	September 25, 2007
Andrews International, LLC	ANDREWS INTERNATIONAL and Design	U.S.	3,292,953	September 18, 2007
Andrews International, LLC	Verasys	U.S.	3,756,851	March 9, 2010