

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garda CL Technical Services, Inc.		11/13/2012	CORPORATION: DELAWARE
Garda CL Great Lakes, Inc.		11/13/2012	CORPORATION: OHIO
GW Consulting USA, Inc.		11/13/2012	CORPORATION: DELAWARE
Garda World Security Corporation		11/13/2012	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3160975	RETAIL DIRECT	
Serial Number:	77786260	CASHSMART	
Registration Number:	2671415	AT SYSTEMS	
Registration Number:	2821984	CASHLINK	
Registration Number:	2957995	EVEN XCHANGE	
Registration Number:	3086071	EVEN XCHANGE	
Registration Number:	3128920	AUTOVEND	
Registration Number:	2701692	CASHTRAK	
Registration Number:	2096857	UNITED ARMORED SERVICES	
Registration Number:	3528195	GARDAWORLD	
Registration Number:	3396643	GARDA	
Registration Number:	3517096	GW	

TRADEMARK

Registration Number:	1659142	V
Registration Number:	1900999	VANCE
Registration Number:	3213793	VANCE
Registration Number:	3225446	INTEGRITY FIRST
Registration Number:	1812352	

CORRESPONDENCE DATA

Fax Number:

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

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Robin Riley

Address Line 1: 75 East 55th Street

Address Line 2: Paul Hastings LLP

Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Robin Riley
Signature:	/daniel cote thomsonreuters/
Date:	11/15/2012

Total Attachments: 11

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**SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Short Form IP Security Agreement**”) dated November 13, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Royal Bank of Canada, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, CREPAX HOLDCO 2 CORP., a corporation organized under the federal laws of Canada, which on the Closing Date shall be amalgamated with GARDA WORLD SECURITY CORPORATION (with GARDA WORLD SECURITY CORPORATION as the amalgamated company and the “**Borrower**”; as further defined in the Credit Agreement), EGL HOLDCO, INC. (“**Holdings**”), each Lender from time to time party thereto, Royal Bank of Canada, as Administrative Agent and Collateral Agent, Royal Bank of Canada as Swing Line Lender, and each other party thereto have entered into the Credit Agreement dated as of November 13, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Intellectual Property Security Agreement dated November 13, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Short Form IP Security Agreement 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral 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 (the “**Collateral**”):

- (a) the United States Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;

(b) the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule B hereto; and

(c) the United States registrations of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Short Form IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, 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. Without limiting the generality of the foregoing, this Short Form IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 4. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property 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 Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

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


SECTION 7. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired

thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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

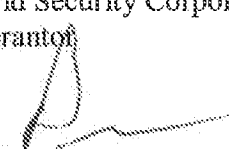
Garda CL Technical Services, Inc.,
as Initial Grantor

By: 
Name: _____
Title: _____

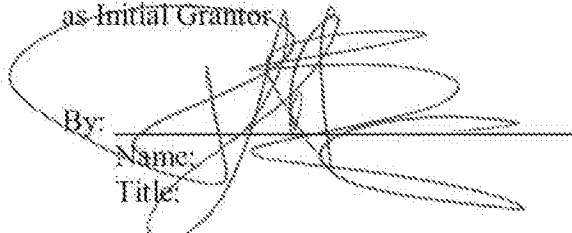
Garda CL Great Lakes, Inc.,
as Initial Grantor

By: 
Name: _____
Title: _____

Garda World Security Corporation,
as Initial Grantor

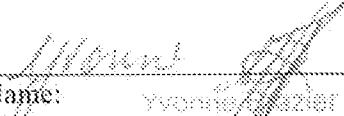
By: 
Name: _____
Title: _____

GW Consulting USA, Inc.,
as Initial Grantor

By: 
Name: _____
Title: _____

[Short Form IP Security Agreement]

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Yvonne Grazier
Title: Manager Agency

[Short Form of IP Security Agreement]

SCHEDULE A

Patents and Patent Applications

NONE

SCHEDULE B

Trademark Registrations and Applications

Country	Trademark	Registration or Application No.	Owner
United States	RETAIL DIRECT	# 3,160,975	Garda CL Technical Services, Inc.
United States	CASHSMART	# 77/786,260 (pending application)	Garda CL Technical Services, Inc.
United States	AT SYSTEMS	# 2,671,415	Garda CL Technical Services, Inc.
United States	CASHLINK	# 2,821,984	Garda CL Technical Services, Inc.
United States	EVEN XCHANGE	# 2,957,995	Garda CL Technical Services, Inc.
United States	EVEN XCHANGE	# 3,086,071	Garda CL Technical Services, Inc.
United States	AUTOVEND	# 3,128,920	Garda CL Technical Services, Inc.
United States	CASHTRACK	# 2,701,692	Garda CL Great Lakes, Inc.
United States	UNITED ARMORED SERVICES	# 2,096,857	Garda CL Great Lakes, Inc.
United States	GARDAWORLD	# 3,528,195	Garda World Security Corporation
United States	GARDA	# 3,396,643	Garda World Security Corporation
United States	GW	# 3,517,096	Garda World Security Corporation
United States	V	#1,659,142	GW Consulting USA, Inc.

Country	Trademark	Registration or Application No.	Owner
United States	VANCE	#1,900,999	GW Consulting USA, Inc.
United States	VANCE	#3,213,793	GW Consulting USA, Inc.
United States	INTEGRITY FIRST	#3,225,446	GW Consulting USA, Inc.
United States	[Design Only]	#1,812,352	GW Consulting USA, Inc.

SCHEDULE C

Copyright Applications and Registrations

NONE