

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Assignment & Security Agreement of Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Defender Security Canada, Inc.		12/13/2012	CORPORATION: DELAWARE
Defender Security Company		12/13/2012	CORPORATION: INDIANA
Winback Inc.		12/13/2012	CORPORATION: INDIANA
Williams Comfort Air Inc.		12/13/2012	CORPORATION: INDIANA
DPL One LLC		12/13/2012	LIMITED LIABILITY COMPANY: INDIANA
DPL Two LLC		12/13/2012	LIMITED LIABILITY COMPANY: INDIANA
Dothome Acquisition Group, LLC		12/13/2012	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	4900 Tiedeman Road, 1st Floor SE, OH-01-49-0114
Internal Address:	Attention: KNB Agency Services
City:	Brooklyn
State/Country:	OHIO
Postal Code:	44144
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4098445	MOBILE CLOSEOUT
Registration Number:	4043004	WILLIAMS VERTIZONTAL
Serial Number:	85610175	21-POINT SMART TUNE-UP
Serial Number:	85588382	TRUE. HOME
Serial Number:	85588370	TRUE. HOME
Serial Number:	85721554	TRUE.HOME

Registration Number:	4121307	TRUE ENERGY SMART AIR
Registration Number:	4093921	TRUE BLUE
Registration Number:	4066690	TRUE BLUE WATER SOLUTIONS
Registration Number:	3404246	TRUE HOME
Registration Number:	3144080	DEFENDERDIRECT

CORRESPONDENCE DATA

Fax Number: 2165790212
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 216-586-7387
Email: dlpejeau@jonesday.com
Correspondent Name: Debra Pejeau
Address Line 1: Jones Day
Address Line 2: 901 Lakeside Avenue
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	601755-049182/DLP
NAME OF SUBMITTER:	Debra Pejeau
Signature:	/dlp/
Date:	12/17/2012

Total Attachments: 6
source=Collateral_Assignment_Trademarks_Dec2012#page1.tif
source=Collateral_Assignment_Trademarks_Dec2012#page2.tif
source=Collateral_Assignment_Trademarks_Dec2012#page3.tif
source=Collateral_Assignment_Trademarks_Dec2012#page4.tif
source=Collateral_Assignment_Trademarks_Dec2012#page5.tif
source=Collateral_Assignment_Trademarks_Dec2012#page6.tif

COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of December 13, 2012 ("Agreement"), among Defender Security Company, an Indiana corporation (the "Borrower"); each of the Subsidiaries (as defined in the Credit Agreement referred to below) of the Borrower that is a signatory hereto (each Subsidiary, together with its successors and assigns, and the Borrower, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of December 13, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the Assignor, the lenders party thereto (the "Lenders"), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of December 13, 2012 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.


Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Signature Page Follows.]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNORS:


DEFENDER SECURITY CANADA, INC.

By: 
Name: Bart Shroyer
Title: Vice President and Treasurer


DEFENDER SECURITY COMPANY

By: 
Name: Bart Shroyer
Title: Vice President, Treasurer and Chief Financial Officer

WINBACK INC.

By: 
Name: Bart Shroyer
Title: Vice President and Treasurer

WILLIAMS COMFORT AIR INC.

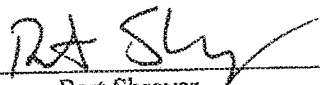
By: 
Name: Bart Shroyer
Title: Treasurer


DPL ONE LLC

By: Defender Security Company
Its: Sole Member

DPL TWO LLC


By: Defender Security Company
Its: Sole Member

By: 
Name: Bart Shroyer
Its: Vice President, Treasurer and Chief Financial Officer

By: 
Name: Bart Shroyer
Its: Vice President, Treasurer and Chief Financial Officer

DOTHOME ACQUISITION GROUP, LLC

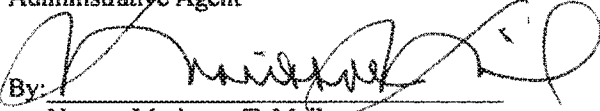
By: Defender Security Company
Its: Sole Member

By: 
Name: Bart Shroyer
Its: Vice President, Treasurer and Chief Financial Officer



Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION, as
Administrative Agent

By: 

Name: Marianne T. Mehl
Title: Senior Vice President

Schedule A
to Collateral Assignment of
Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
Williams Comfort Air Inc.	Mobile Closeout	USA	4,098,445	02/14/2012
	Williams Vertizontal	USA	4,043,004	10/18/2011
	Extraordinary Treasures	Indiana	2009-0711	
	Metzlers Mr. Plumber	Indiana	2009-0711	11/02/2009
	The Most Important Comfort We Provide Is Trust, And We Do What It Takes To Earn It	Indiana	2012-0206	
	The Most Important Comfort We Provide Is Trust	Indiana	2012-0207	
	Call Mr. Plumber... Night Or Day!	Indiana	2012-0208	
	Your Most Important Choice Is Who Installs Your New System	Indiana	2012-0209	
	Williams Comfort Air	Indiana	Unregistered	

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
Defender Security Company	21-Point Smart Tune-up	USA	85610175	4/27/2012
	True.Home	USA	85588382	4/3/2012
	True.Home	USA	85588370	4/3/2012
	TRUE.HOME	USA	85721554	9/5/2012
	True Energy Smart Air	USA	85383758 4121307	7/2/2011 & 4/3/2012
	True Blue	USA	85376337 4093921	7/20/2011 & 1/31/2012
	True Blue Water Solutions	USA	85299773 4066690	4/20/2012 & 12/6/2011
	True Home	USA	77069101 3404246	12/21/2006 & 4/1/2008
	DefenderDirect	USA	76648306 3144080	10/12/2005 & 9/19/2006