

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
#1 A LIFESAFER, INC.		12/21/2012	CORPORATION: KENTUCKY
MONITECH, INC.		12/21/2012	CORPORATION: NORTH CAROLINA
GUARDIAN INTERLOCK, INC.		12/21/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza, MD 10908F
Internal Address:	Attention: Structured Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1800569	LIFESAFER
Registration Number:	3143698	QUICTEST
Registration Number:	3551822	VERISAFE
Registration Number:	2942994	AA ADVANCED ALCOHOL MONITORING
Serial Number:	85472852	LIFESAFER
Serial Number:	85472639	LIFESAFER PEOPLE AND TECHNOLOGY FOR SAFER COMMUNITIES
Serial Number:	85722056	MONITECH
Serial Number:	85695754	QUICTEST

CORRESPONDENCE DATA

Fax Number: 2025339099

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

Phone: 202-467-8856
Email: jspiantanida@vorys.com, rsdonnell@vorys.com, dharcher@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255 -- IPLAW@Vorys
Address Line 2: Attn: Richard S. Donnell, Esq.
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	005252-853/1707/LIFESAFER
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	03/27/2013

Total Attachments: 19

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2012 ("Effective Date"), by and among #1 A LIFESAFER, INC., a Kentucky corporation ("Lifesafes"), MONITECH, INC., a North Carolina corporation ("Monitech"), GUARDIAN INTERLOCK, INC., a Georgia corporation (successor by merger to Guardian Acquisition Sub, Inc. ("Acquisition Co.") and formerly known as Sheram Enterprises, Inc.) ("Guardian" and together with Lifesafes and Monitech, each a "Debtor", and, collectively, "Debtors"), and FIFTH THIRD BANK, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (as defined below) ("Agent"), is as follows:

1. DEFINITIONS.

1.1 Credit Agreement. Any capitalized term used but not defined in this Agreement shall have the meaning ascribed thereto in the Credit Agreement (as defined below).

1.2 Defined Terms. In addition to the other terms defined herein, whenever the following capitalized terms (whether or not underscored) are used, they shall be defined as follows:

"Borrowers" means Lifesafes, #1 A Lifesafes Distribution, Inc., Monitech, Acquisition Co., and on and after the Effective Time of the Merger, Guardian, and each other Person from time to time a "Borrower" under the Credit Agreement.

"Credit Agreement" means the Amended and Restated Credit Agreement dated as of the Effective Date by and among Borrowers, LMG Holdings, Inc., a Delaware corporation (formerly known as #1 A LifeSafes Holdings, Inc.), each of the Lenders party thereto, Agent, and Fifth Third Bank as LC Issuer, Lead Arranger and Sole Book Runner as amended, modified or supplemented from time to time.

"Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

"Secured Creditors" means, collectively, Agent, each Lender and LC Issuer, and their successors and assigns.

"Secured Obligations" means, (i) all Obligations, and (ii) all other liabilities, obligations and indebtedness of each Debtor hereunder and under the other Loan Documents.

"Trademark Collateral" has the meaning given in Section 2.

"Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time.

1.3 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to each Debtor not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(ii) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Exhibits and Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(iii) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by each Debtor is to be taken promptly, unless the context clearly indicates the contrary.

(iv) All of the uncapitalized terms contained in this Agreement which are now or hereafter defined under the Ohio UCC will, unless the context indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC.

2. GRANT OF SECURITY; SECURED OBLIGATIONS. As security for the full, prompt and complete payment and performance in full of the Secured Obligations, each Debtor hereby grants to, and creates in favor of, Agent, for the benefit of the Secured Creditors, a continuing security interest in, and Lien on all of such Debtor's right, title and interest in, to and under the following property, in each case whether now owned or existing or hereafter acquired or arising or in which such Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Trademark Collateral"): (i) all of such Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (i) being collectively, the "Trademarks"); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (iv) all rights to sue for past, present and future infringements of any and all of the Trademarks; (v) all rights corresponding to any and all of the Trademarks throughout the world; (vi) all rights of such Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 3) (such Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); (vii) together in each case with the goodwill of such Debtor's business connected with the use of, and symbolized by, the foregoing; and (viii) all cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, any Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. LICENSES.

3.1 Trademark Licenses. Except for licenses attendant to products and services provided by each Debtor in the ordinary course of business consistent with past custom and practice, each Debtor expressly represents, warrants, covenants and agrees that such Debtor shall not license, as licensor, any Trademarks (a "Trademark License") without the prior written consent of Agent, which consent may not be unreasonably withheld, unless (i) such Trademark License is reasonably necessary or appropriate in the ordinary course of such Debtor's business and (ii) no Event of Default has occurred and is continuing. Each such Trademark License so granted shall be subject to the terms and conditions of this Agreement.

4. REPRESENTATIONS AND WARRANTIES. To induce the Secured Creditors to make the Loans and other Credit Extensions pursuant to the Loan Documents, each Debtor represents to the Secured Creditors that the following statements are as of the Effective Date and as of the date that each

representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

4.1 Title. Such Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien or license except (i) for the security interests hereby granted or as otherwise disclosed on Schedule I, (ii) to the extent, if any, of Permitted Liens, and (iii) to the extent of any license expressly permitted by this Agreement. Such Debtor has full right to grant the security interest hereby granted.

4.2 List of Trademarks. Set forth on Schedule I is a complete and accurate list of all Trademarks and applications for Trademarks and Trademark License Rights owned by such Debtor or in which such Debtor has any rights.

4.3 Validity of Trademarks. Except as otherwise set forth on Schedule I, (i) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to such Debtor's knowledge, each application for any Trademark is valid, registered or registrable and enforceable, and (ii) each application for any Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to such Debtor's knowledge, each application for any Trademark is valid, registered or registrable and enforceable. Such Debtor does not have any knowledge of any prior uses of any item of the Trademark Collateral which would reasonably be expected to lead to such item becoming invalid or unenforceable, including known prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

4.4 Licenses, etc. Such Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 3.1.

4.5 Statutory Notice. To such Debtor's knowledge, reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered trademark and service mark of such Debtor.

4.6 Full Force and Effect. To such Debtor's knowledge, the Trademark License Rights are in full force and effect. Such Debtor is not in default under any of the Trademark License Rights and, to such Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by such Debtor under the Trademark License Rights.

4.7 Filings. Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either: (i) for the grant by such Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by such Debtor or (ii) for the perfection of or the exercise by Agent of the Secured Creditors' rights and remedies hereunder.

5. COVENANTS OF DEBTORS. Until the Payment in Full of the Obligations and this Agreement is terminated, each Debtor will:

5.1 List of Trademark Collateral. Furnish to Agent upon Agent's request a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral,

including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Agent may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Agent shall require for the purpose of confirming and perfecting Agent's security interest in any or all of the Trademark Collateral.

5.2 Notice of new Trademark Collateral. Should such Debtor obtain an ownership interest in any Trademark License Rights or Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country), which is not now identified on Schedule I, (i) such Debtor will give prompt written notice to Agent, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Such Debtor authorizes Agent to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 5.2.

5.3 Maintenance of Trademark Collateral. To the extent that such Debtor determines in its reasonable discretion that it is in such Debtor's best interest to do so, such Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, such Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which such Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne solely by such Debtor. Such Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of such Debtor's business, as determined by such Debtor in its reasonable discretion.

5.4 Notification of Material Events. Notify Agent immediately in writing (i) of any information which such Debtor has received or is otherwise known to such Debtor, which could materially adversely affect the value of the Trademark Collateral or the rights of the Secured Creditors with respect thereto and (ii) when such Debtor has knowledge (a) that any item of the Trademark Collateral may become abandoned or dedicated; (b) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other United States or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral material to its business; or (c) that such Debtor is or potentially could be in default of any of the Trademark License Rights. Such Debtor will promptly notify Agent should such Debtor become aware that any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that such Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in such Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne solely by such Debtor.

5.5 Dispositions; Liens. Except as permitted hereunder or under the Credit Agreement, will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Liens or as may otherwise be disclosed on Schedule I; or (iii) take any other action in connection with any of the items of Trademark Collateral that could reasonably be expected to impair the value of the interests or rights of such Debtor or the Secured Creditors in, to or under such Trademark Collateral.

5.6 Statutory Notice. Will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business.

5.7 Expenses. Without limiting the provisions of Section 16.6 of the Credit Agreement, will pay all expenses and Attorneys' Fees incurred by Agent or the Secured Creditors in the exercise (including enforcement) of any rights or remedies under this Agreement or applicable law; and such Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

6. POWER OF ATTORNEY. Each Debtor hereby makes, constitutes and appoints Agent its true and lawful attorney in fact: (i) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (ii) to record the security interest in any and all Trademark Collateral in favor of Agent with the United States Patent and Trademark Office (and each other applicable Governmental Authority), and (iii) upon the occurrence and during the continuance of an Event of Default: (a) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the maintenance, protection, and collection of any of the Trademark Collateral, (b) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Agent's name (or the name of any nominee), or (c) otherwise to enforce the rights of the Secured Creditors with respect to any of the Trademark Collateral. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the termination of this Agreement in accordance with Section 8 of this Agreement.

7. DEFAULT.

7.1 Remedies. Upon the occurrence and at any time during the continuance of an Event of Default, Agent may at Agent's option and without further notice to any Debtor, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Trademark Collateral in Agent's name or in the name of any nominee of Agent; (ii) requiring each Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Agent and make the documents available to Agent at a place to be designated by Agent; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of the Secured Creditors under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, the proceeds of which may be applied against the Secured Obligations in such order and method of application as may be elected by Agent in accordance with the Credit Agreement, and the Debtors will be credited with the net proceeds of any such sale, and after Payment in Full of the Obligations, only when they are actually received by Agent, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to a Debtor 10

days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (a) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (b) each Debtor will supply to Agent or its designee such Debtor's (I) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (II) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

7.2 Cumulative Remedies. Moreover, if an Event of Default occurs and is continuing, Agent may, without notice to any Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Agent to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and/or continue the operation of the business of each Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Secured Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. The Secured Creditors may proceed to protect and enforce their rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of the Secured Creditors to enforce any of their rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

7.3 Waivers. Each Debtor acknowledges and agrees that Agent shall have no obligation to, and such Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Agent to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Secured Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Agent's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

8. TERM. Subject to Section 11.6 below, this Agreement will terminate upon the Payment in Full of the Obligations. Upon the Payment in Full of the Obligations, the Liens granted hereunder shall terminate automatically and Agent shall, at each Debtor's expense, promptly execute and deliver to each Debtor proper documentation to release the Liens on the Trademark Collateral granted hereunder or similar instrument of re-conveyance prepared by Agent, and Agent shall duly deliver to each Debtor such of the Trademark Collateral as has been released and is in the possession of Agent.

9. INDEMNIFICATION. In accordance with Section 16.8 of the Credit Agreement, each Debtor will, among other things, indemnify and hold each Secured Creditor and each Secured Creditor's directors, Affiliates, and agents harmless from and against any and all claims, losses, obligations and liabilities arising out of or resulting from any or all of (i) this Agreement and (ii) the transactions contemplated by this Agreement (including enforcement of this Agreement).

10. NOTICE. Any notice, certificate, request, notification and other communication required, permitted or contemplated hereunder must be in writing and given in accordance with the Credit Agreement.

11. GENERAL PROVISIONS.

11.1 Severability. If any term of this Agreement is found invalid under Ohio law or other laws of mandatory application by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining terms of this Agreement.

11.2 GOVERNING LAW. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO (WITHOUT REFERENCE TO OHIO CONFLICTS OF LAW PRINCIPLES).

11.3 CHOICE OF FORUM. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR THE SECURED CREDITORS TO EXTEND CREDIT TO BORROWERS (OR ANY ONE OF THEM), EACH DEBTOR, AGENT AND, BY ACCEPTING THE BENEFITS HEREOF, EACH SECURED CREDITOR AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AND WITHOUT LIMITATION ON THE ABILITY OF AGENT AND THE SECURED CREDITORS, AND THEIR SUCCESSORS AND ASSIGNS, TO EXERCISE ALL RIGHTS AS TO THE TRADEMARK COLLATERAL AND TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO REPAYMENT AND COLLECTION OF THE SECURED OBLIGATIONS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO. EACH DEBTOR, AGENT AND, BY ACCEPTING THE BENEFITS HEREOF, EACH SECURED CREDITOR CONSENTS TO AND SUBMITS TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO HAVING JURISDICTION OVER THE SUBJECT MATTER, AND EACH CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY CERTIFIED MAIL DIRECTED TO EACH DEBTOR AND EACH SECURED CREDITOR AT THEIR RESPECTIVE ADDRESSES SET FORTH IN SECTION 16.7 OF THE CREDIT AGREEMENT OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF OHIO. EACH DEBTOR, AGENT, AND, BY ACCEPTING THE BENEFITS HEREOF, EACH SECURED CREDITOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

11.4 Survival and Continuation of Representations and Warranties. All of each Debtor's representations and warranties contained in, or incorporated by reference in, this Agreement shall be true and correct as of the date of this Agreement and as of the date that each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true.

11.5 Agent's Additional Rights Regarding Collateral. All of the Secured Obligations shall constitute one obligation secured by all of the Trademark Collateral. In addition to Agent's other rights and remedies under the Loan Documents, Agent may, following the occurrence and during the continuance of any Event of Default: (i) exchange, enforce, waive or release any of the Trademark Collateral or portion thereof, (ii) apply the proceeds of the Trademark Collateral against the Secured Obligations and direct the order or manner of the liquidation thereof (including any sale or other disposition) in accordance with the Credit Agreement and the other Loan Documents, and (iii) settle, compromise, collect or otherwise liquidate any such security in accordance with the Credit Agreement and the other Loan Documents without affecting or impairing its right to take any other further action with respect to any security or any part thereof.

11.6 Application of Payments; Revival of Obligations. Agent shall have the continuing right to apply or reverse and reapply any payments to any portion of the Secured Obligations in accordance with the Credit Agreement. To the extent any payment or payments is made to any Secured Creditor or any Secured Creditor receives any payment or proceeds of the Trademark Collateral or any other security for application to the Secured Obligations, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment(s) or proceeds received, the Secured Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment(s) or proceeds had not been received by the affected Secured Creditor.

11.7 Additional Waivers by Debtor. Each Debtor waives presentment and protest of any instrument and notice thereof, and, except as expressly provided in the Loan Documents, demand, notice of default and all other notices to which such Debtor might otherwise be entitled. Each Debtor shall not assert any claim against any Secured Creditor under any theory of liability for consequential, special, indirect or punitive damages.

11.8 Equitable Relief. Each Debtor recognizes that, in the event such Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy of law may prove to be inadequate relief to Agent; therefore, such Debtor agrees that Secured Creditors, if the Secured Creditors so request, shall be entitled to seek temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

11.9 Entire Agreement; Amendments; Counterparts; Fax Signatures. This Agreement and the other Loan Documents set forth the entire agreement of the parties with respect to subject matter of this Agreement and supersede all previous understandings, written or oral, in respect thereof. Any request from time to time by any Debtor for the Secured Creditors' amendment, modification or waiver of any provision in this Agreement must be in writing. The terms of this Agreement may be amended, waived or modified only by an instrument in writing duly executed by each Debtor and Agent (with the consent of the Lenders if required by the Credit Agreement). The Secured Creditors will have no obligation to provide any amendment, modification or waiver of, or under this Agreement, requested by any Debtor, and the Secured Creditors may, for any reason, elect to withhold consent to the requested amendment, modification or waiver. Any such amendment, waiver or modification shall be binding upon the Secured Creditors, each holder of the Secured Obligations, and each Debtor. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. Any documents delivered by, or on behalf of, any Debtor by fax transmission or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each of the parties hereto as if the document were a manually signed original and (ii) will be binding on each of the parties hereto for all purposes of the Loan Documents.

11.10 Headings. Section headings in this Agreement are included for convenience of reference only and shall not relate to the interpretation or construction of this Agreement. Any and all references in this Agreement to any other document or documents will be references to that other document or documents as they may, from time to time, be modified, amended, renewed, consolidated, extended or replaced.

11.11 Cumulative Remedies. The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Agent or any other Secured Creditor does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy.

11.12 No Deemed Waiver. Failure by Agent or any other Secured Creditor to exercise any right, remedy or option under this Agreement or in any Loan Documents or delay by Agent or any other Secured Creditor in exercising the same shall not operate as a waiver by Agent or any other Secured Creditor of its right to exercise any such right, remedy or option.

11.13 Recourse to Directors or Officers. The obligations of the Secured Creditors under this Agreement are solely the corporate obligations of the Secured Creditors. No recourse shall be had for any obligation or claim arising out of or based upon this Agreement against any stockholder, employee, officer, or director of any of the Secured Creditors.

11.14 Successors and Assigns. Agent shall have the right to assign this Agreement and the other Loan Documents in accordance with the terms of the Credit Agreement. Each Debtor agrees that it may not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer or other disposition without Agent's written consent (with the consent of the Lenders if required by the Credit Agreement) shall be void. All of the rights, privileges, remedies and options given to any Secured Creditor under the Loan Documents shall inure to the benefit of the successors and assigns of the applicable Secured Creditor, and all the terms, conditions, covenants, provisions and warranties herein shall inure to the benefit of and bind the permitted successors and assigns of each Debtor and each Secured Creditor, respectively.

11.15 Agent. (i) As between the Lenders, LC Issuer and Agent, (a) Agent will hold all items of the Trademark Collateral at any time received under this Agreement in accordance with the terms of this Agreement and the Credit Agreement and (b) by accepting the benefits of this Agreement, each Lender and LC Issuer acknowledges and agrees that (1) the obligations of Agent as holder of the Trademark Collateral and any interests therein and with respect to any disposition of any of the Trademark Collateral or any interests therein are only those obligations expressly set forth in this Agreement and the Credit Agreement and (2) this Agreement may be enforced only by the action of Agent and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by Agent, for the benefit of the Secured Creditors, upon the terms of this Agreement and the Credit Agreement; and (ii) as between each Debtor and Agent, Agent shall be conclusively presumed to be acting as agent for the Lenders and LC Issuer with full and valid authority to so act or refrain from acting.

11.16 Conflict. If there is any conflict, ambiguity, or inconsistency, in Agent's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Agent's judgment, providing the Secured Creditors with greater rights, remedies, powers, privileges, or benefits will control.

11.17 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR THE SECURED CREDITORS TO EXTEND CREDIT TO BORROWERS (OR ANY ONE OF THEM), EACH DEBTOR, AGENT, AND, BY ACCEPTING THE BENEFITS HEREOF, EACH SECURED CREDITOR WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN OR AMONG AGENT OR ANY OTHER SECURED CREDITOR AND EACH DEBTOR.

11.18 Amendment and Restatement. As security, among other things, for the Existing Credit Facilities, (i) Lifesafer and Existing Lender entered into that certain Trademark Security Agreement dated as of December 20, 2011 (the "Existing Lifesafer Trademark Security Agreement"), and (ii) Monitech and Existing Lender entered into that certain Trademark Security Agreement dated July 17, 2012 (the

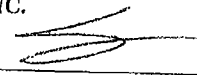
“Existing Monitech Trademark Security Agreement” and together with the Existing LifeSafer Trademark Security Agreement, collectively, the “Existing Trademark Security Agreements”). Each Existing Trademark Security Agreement is hereby amended and restated in its entirety by this Agreement. This Agreement, the attached exhibits and schedules, if any, the Credit Agreement, and the other Loan Documents govern the present relationship between each Debtor and the Secured Creditors (including Existing Lender). None of this Agreement, the Credit Agreement, or any of the other Loan Documents is in any way intended, and none of them may be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Existing Lender on the Trademark Collateral (as defined in the Existing Trademark Security Agreements) under the Existing Trademark Security Agreements or any other agreements, instruments, and documents executed in connection therewith. The security interests and other Liens granted to Existing Lender by each applicable Debtor in the Existing Trademark Security Agreements will continue in existence under the terms of this Agreement, which security interests and other Liens each Debtor, by this Agreement, acknowledges, reaffirms and confirms to the Secured Creditors.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent and each Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

DEBTORS:

#1 A LIFESAFER, INC.

By: 
Craig Armstrong, President

MONITECH, INC.

By: _____
Name: _____
Its: _____

GUARDIAN INTERLOCK, INC.

By: _____
Name: _____
Its: _____

Accepted as of the Effective Date

FIFTH THIRD BANK, as Agent

By: _____
Keith L. Schlegel, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(LIFESAFER)

IN WITNESS WHEREOF, Agent and each Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date,

DEBTORS:

#1 A LIFESAVER, INC.

By: _____
Craig Armstrong, President

MONITECH, INC.

By: Glenn Kerma
Name: Glenn Kerma
Its: Treasurer

GUARDIAN INTERLOCK, INC.

By: _____
Name: _____
Its: _____

Accepted as of the Effective Date

FIFTH THIRD BANK, as Agent

By: _____
Keith L. Schlegel, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(LIFESAVER)

IN WITNESS WHEREOF, Agent and each Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

DEBTORS:

#1 A LIFESAFER, INC.

By: _____
Craig Armstrong, President

MONITECH, INC.

By: _____
Name: _____
Its: _____

GUARDIAN INTERLOCK, INC.

By: _____
Name: Ray Sherman
Its: President

Accepted as of the Effective Date

FIFTH THIRD BANK, as Agent

By: _____
Keith L. Schlegel, Vice President

STATE OF OHIO
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 20 day of December, 2012, by Craig Armstrong, President of #1 A LifeSaver, Inc., a Kentucky corporation, on behalf of such corporation.

Grace Loraine Geraci
Notary Public

My commission expires:
6/13/15



Grace Loraine Geraci
Notary Public, State of Ohio
My Commission Expires 06-13-2015

STATE OF OHIO
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 20 day of December, 2012, by Glenn Kermes, Treasurer of Monitech, Inc., a North Carolina corporation, on behalf of such corporation.

Grace Loraine Geraci
Notary Public

My commission expires:
6/13/15



Grace Loraine Geraci
Notary Public, State of Ohio
My Commission Expires 06-13-2015

STATE OF _____
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ____ day of December, 2012, by _____ of Guardian Interlock, Inc., a Georgia corporation, on behalf of such corporation.

Notary Public

My commission expires:

STATE OF _____,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ___ day of December , 2012, by Craig Armstrong, President of #1 A LifeSafer, Inc., a Kentucky corporation, on behalf of such corporation.

Notary Public

My commission expires:

STATE OF _____,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ___ day of December , 2012, by _____ of Monitech, Inc., a North Carolina corporation, on behalf of such corporation.

Notary Public

My commission expires:

STATE OF _____,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ___ day of December , 2012, by Ray Sheram, President of Guardian Interlock, Inc., a Georgia corporation, on behalf of such corporation.

Cynthia Ann Fessler
Notary Public

My commission expires:
CYNTHIA ANN FESSLER

NOTARY PUBLIC

PAULDING COUNTY, GEORGIA

COMM. EXPIRES AUGUST 12, 2015

IN WITNESS WHEREOF, Agent and each Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

DEBTORS:

#1 A LIFESAFER, INC.

By: _____
Craig Armstrong, President

MONITECH, INC.

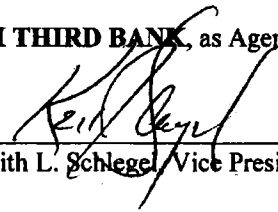
By: _____
Name: _____
Its: _____

GUARDIAN INTERLOCK, INC.

By: _____
Name: _____
Its: _____

Accepted as of the Effective Date

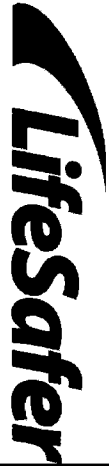

FIFTH THIRD BANK, as Agent

By:  _____
Keith L. Schlegel, Vice President

SCHEDULE I

TRADEMARKS AND LICENSES

United States Federally-registered Trademarks

Registration, Publication or Issue No.	Application/Serial No.	Applicant/Owner	Trademark or Patent Title	Country	Filed Date	Issued Date
	85/472852	#1 A LifeSafer, Inc.		U.S.	11/15/2011	
1,800,569	74/358346	#1 A LifeSafer, Inc.	LIFESAFER	U.S.	02/12/1993	10/26/1993
	85/472639	#1 A LifeSafer, Inc.		U.S.	11/15/2011	
3,143,698	78/543820	Monitech, Inc.	QuickTest	U.S.	1/7/2005	9/12/2006
3,551,822	78/540193	Monitech, Inc.	VeriSafe	U.S.	12/30/2004	12/23/2008
	85/722,056	Monitech, Inc.	MONITECH	U.S.	09/06/2012	
	85/695,754	Monitech, Inc.	QUICTEST		09/06/2012	
2,942,994	78/243842	Guardian Interlock, Inc.	AA Advanced Alcohol Monitoring	U.S.	4/30/2003	4/19/2005

Common-law Trade Names and Trademarks (All Relating to Guardian Interlock, Inc.)

- Guardian Interlock Systems
- Guardian Interlock, Inc.

- Guardian Interlock Systems, Inc.
- Guardian Interlock
- Guardian Interlock Group of Texas
- Guardian Interlock Corporation
- Guardian Interlock of SoCal
- Guardian Interlock Denver
- GIS Palos Hills
- Guardian Interlock – Quincy
- Guardian Interlock – Maryland
- Guardian Interlock – Minnesota
- GIS Albuquerque 2
- Guardian Albuquerque
- Guardian Interlock of Las Cruces
- Guardian Interlock – Cincinnati
- Bend Service Center
- Guardian Interlock – Clackamas
- Guardian Interlock – Medford n Central Point
- Guardian Interlock of PA
- Guardian Interlock of Columbia
- Lubbock Service Center
- Fort Worth Shop
- Guardian Interlock – Austin
- Irving Shop
- GIS Lewisville
- Richardson Shop
- San Antonio Shop
- Guardian Interlock – Houston
- GIS Corpus Christi
- El Paso Shop
- GIS Brownsville Mobile
- GIS McAllen

- GIS Everett
- GIS North Vancouver
- Guardian Interlock – Vancouver
- Common Law Mark “QUICKTEST” and logo
- Common Law Mark “MONTTECH” and logo

Trademark Licenses

Registration, Publication or Issue No.	Application /Serial No.	Applicant/Owner	Trademark or Patent Title	Country	Filed Date	Issued Date
1,625,664		Guardian Technologies, Inc.	Guardian Interlock	U.S.	6/17/1987	3/17/1992
1,679,646 (DEAD)		Guardian Interlock Systems, Inc.	Guardian Interlock Responsible Driver Program	U.S.	1/13/1986	3/28/1987

- Guardian Interlock Responsible Driver Program (Registration No. 1,679,646). This service mark was licensed for use throughout the world, except for Canada, from Guardian Technologies, Inc., a since-dissolved Colorado corporation, pursuant to that certain License Agreement dated July 18, 1999 made by and between the Company and Guardian Technologies, Inc., as amended by that certain First Amendment to License Agreement dated July 19, 1993 made by and between the Company and CMI Technologies Incorporated, a since-dissolved Ohio corporation. The registration for this service mark was cancelled September 21, 1998.
- Guardian Interlock (Registration No. 1,625,664). This trademark was licensed for use throughout the world, except for Canada, from Guardian Technologies, Inc., a since-dissolved Colorado corporation, pursuant to that certain License Agreement dated July 18, 1999 made by and between the Company and Guardian Technologies, Inc., as amended by that certain First Amendment to License Agreement dated July 19, 1993 made by and between the Company and CMI Technologies Incorporated, a since-dissolved Ohio corporation. The Company had renewed the registration of this trademark directly.