

## 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
Vanderbilt, LLC		06/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank, as administrative agent		
Street Address:	9300 Flair Drive, 6th Floor		
City:	El Monte		
State/Country:	CALIFORNIA		
Postal Code:	91731		
Entity Type:	Banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3743845	BRIGHT BLUE	
CORRESPONDENCE DATA			
Fax Number:	3122585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	04926-0860		
NAME OF SUBMITTER:	Chris L. Bollinger		
Signature:	/Chris L. Bollinger/		

CH \$40.00 3743845

Date:

06/24/2013

**Total Attachments: 5**

source=6-11 - Vanderbilt Sec Int#page1.tif

source=6-11 - Vanderbilt Sec Int#page2.tif

source=6-11 - Vanderbilt Sec Int#page3.tif

source=6-11 - Vanderbilt Sec Int#page4.tif

source=6-11 - Vanderbilt Sec Int#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 3, 2013, by VANDERBILT, LLC, a Delaware limited liability company (“**Grantor**”), in favor of EAST WEST BANK, in its capacity as administrative agent (together with its successors in such capacity, the “**Administrative Agent**”) for the lenders from time to time party to the Credit Agreement referred to below (the “**Lenders**”).

WITNESSETH:

**WHEREAS**, Access Control Related Enterprises, LLC, a Delaware limited liability company (“**Holdings**”), the Grantor, and, upon execution and delivery of the Joinder and Assumption Agreement on the date hereof, Mercury Security Products, LLC, a California limited liability company (the Grantor, Holdings and Mercury are collectively referred to as the “**Borrowers**”), are parties to that certain Credit Agreement dated as of June 3, 2013 (the “**Credit Agreement**”), pursuant to which the Lenders have agreed to make certain loans to the Borrowers;

**WHEREAS**, the Lenders are willing to make loans under the Credit Agreement and to enter into the financing arrangements proposed by the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of the Lenders, that certain Guaranty and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Guaranty and Collateral Agreement**”); and

**WHEREAS**, pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all renewals, products and proceeds thereof and goodwill associated therewith, to secure the payment of the Obligations.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for itself and the ratable benefit of the Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for itself and the ratable benefit of the Lenders, pursuant to the Guaranty and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument.

5. **APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK (EXCLUDING ANY CONFLICTS OF LAW RULES WHICH WOULD OTHERWISE CAUSE THIS TRADEMARK SECURITY AGREEMENT TO BE CONSTRUED OR ENFORCED IN ACCORDANCE WITH, OR THE RIGHTS OF THE PARTIES TO BE GOVERNED BY, THE LAWS OF ANY OTHER JURISDICTION).**

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**VANDERBILT, LLC**

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

**EAST WEST BANK,**  
as Administrative Agent

By: \_\_\_\_\_  
Title: *Director of Syndications*

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Vanderbilt, LLC, a Delaware limited liability company (the “**Company**”), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as the \_\_\_\_\_ of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademarks**

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Vanderbilt, LLC	BRIGHT BLUE	EM	7,546,807	December 24, 2009
Vanderbilt, LLC	BRIGHT BLUE	USA	3,743,845	February 2, 2010
Vanderbilt, LLC	BRIGHT BLUE	Mexico	Pending 1,017,754	Filed on July 3, 2009
Vanderbilt, LLC	BRIGHT BLUE	Canada	Pending 1,443,630	Filed on July 3, 2009