

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIFESAFER OF SO. CA INC.		09/04/2013	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	38 Fountain Square Plaza, MD 10908F		
<b>Internal Address:</b>	Attention: Structured Finance Group		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3981648	LIFESAFER OF SO. CA	
<b>Registration Number:</b>	3965462	ADVANTAGE INTERLOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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<b>Correspondent Name:</b>	Vorys, Sater, Seymour and Pease LLP		
<b>Address Line 1:</b>	P.O. Box 2255 -- IPLAW@Vorys		
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<b>Address Line 4:</b>	Columbus, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	005252-853/1707/LIFESAFER		
<b>NAME OF SUBMITTER:</b>	Christopher M. Ott		

CH \$65.00 3981648

Signature:	/christopher m ott/
Date:	10/17/2013
<b>Total Attachments: 13</b> source=Trademark Security Agreement - LifeSafer of So CA_1#page1.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page2.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page3.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page4.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page5.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page6.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page7.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page8.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page9.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page10.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page11.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page12.tif source=Trademark Security Agreement - LifeSafer of So CA_1#page13.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 4, 2013 ("Effective Date"), by and between **LIFESAFER OF SO. CA INC.**, a Nevada corporation ("Debtor"), 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 #1 A LifeSafer, Inc., #1 A LifeSafer Distribution, Inc., Monitech, Inc., Guardian Interlock, Inc. (formerly known as Sheram Enterprises, Inc. and successor by merger to Guardian Acquisition Sub, Inc.), 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 December 21, 2012 by and among Borrowers, LMG Holdings, Inc., a Delaware corporation (formerly known as #1 A LifeSafer Holdings, Inc.), each of the Lenders party thereto, Agent, and Fifth Third Bank as LC Issuer, Lead Arranger and Sole Book Runner, as amended by that certain Capital Expenditure Facility Increase Agreement and First Amendment to Credit Agreement dated as of February 20, 2013, and as further amended by that certain Second Amendment to Amended and Restated Credit Agreement dated as of the Effective Date, and as may be further 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 of Debtor under the Subsidiary Guaranty, and (ii) all other liabilities, obligations and indebtedness of Debtor hereunder and under the other Loan Documents.

"Subsidiary Guaranty" means the Amended and Restated Guaranty delivered by Subsidiary Guarantors to, and for the benefit of, the Secured Creditors (as defined therein), dated as of the Effective Date, as the same may be amended, modified, supplemented or restated from time to time.

"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 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 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, 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 Debtor's right, title and interest in, to and under the following property, whether now owned or existing or hereafter acquired or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Trademark Collateral"): (i) all of 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 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) (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 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, 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 Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that 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 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 continue to make the Loans and other Credit Extensions pursuant to the Loan Documents, 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. 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. 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 Debtor or in which 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 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 Debtor's knowledge, each application for any Trademark is valid, registered or registrable and enforceable. 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. 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 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 Debtor.

4.6 Full Force and Effect. To Debtor's knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to 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 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 Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by 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, 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 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) 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. 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 Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, 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, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne solely by Debtor. 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 Debtor's business, as determined by Debtor in its reasonable discretion.

5.4 Notification of Material Events. Notify Agent immediately in writing (i) of any information which Debtor has received or is otherwise known to 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 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 Debtor is or potentially could be in default of any of the Trademark License Rights. Debtor will promptly notify Agent should Debtor become aware that any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in 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 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 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 5.2 of the Subsidiary Guaranty, 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 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. 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 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 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 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) Debtor will supply to Agent or its designee 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 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 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. Debtor acknowledges and agrees that Agent shall have no obligation to, and 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 Debtor's expense, promptly execute and deliver to 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 Debtor such of the Trademark Collateral as has been released and is in the possession of Agent.

9. INDEMNIFICATION. In accordance with Section 7.15 of the Subsidiary Guaranty, 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 CONTINUE TO EXTEND CREDIT TO BORROWERS (OR ANY ONE OF THEM), 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. 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 DEBTOR AND EACH SECURED CREDITOR AT THEIR RESPECTIVE ADDRESSES SET FORTH IN SECTION 16.7 OF THE CREDIT AGREEMENT OR IN SECTION 7.11 OF THE SUBSIDIARY GUARANTY OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF OHIO. 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 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. 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 Debtor might otherwise be entitled. 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. Debtor recognizes that, in the event 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, 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 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 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 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 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, 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. 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 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 Subsidiary Guaranty; and (ii) as between 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 CONTINUE TO EXTEND CREDIT TO BORROWERS (OR ANY ONE OF THEM), 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 DEBTOR.

*[Signature Page Follows]*

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

**DEBTORS:**

**LIFESAFER OF SO. CA INC.**

By: \_\_\_\_\_  
Name: Craig Armstrong  
Its: President

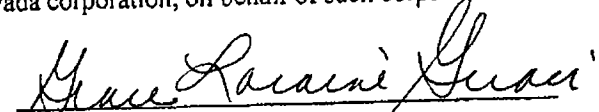
Accepted as of the Effective Date

**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 29 day of August, 2013, by Craig Armstrong, President of LifeSafer of So. CA Inc., a Nevada corporation, on behalf of such corporation.

  
Notary Public

My commission expires:

6/13/15



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

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

**DEBTORS:**

**LIFESAFER OF SO. CA INC.**

By: \_\_\_\_\_  
Name: Craig Armstrong  
Its: President

Accepted as of the Effective Date.

**FIFTH THIRD BANK, as Agent**

By:   
Keith L. Soblegel, Vice President

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT  
(LIFESAFER OF SO. CA INC.)

**TRADEMARK**  
**REEL: 005132 FRAME: 0959**

**SCHEDULE I**

**TRADEMARKS AND LICENSES**

**United States Federally-registered Trademarks**

<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Goods/Services</b>	<b>Owner</b>	<b>Status</b>
<b>LifeSafer</b> SOUTHERN CA	85-183,807	3,981,648	Services	LifeSafer of So. CA Inc. as successor by merger to Advantage Interlock IID, Inc.	Active
Advantage Interlock	85-132284	3,965,462	Services	LifeSafer of So. CA Inc. as successor by merger to Advantage Interlock IID, Inc.	Active

**Common-law Trade Names and Trademarks**

None.

**Trademark Licenses**

None.