

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307320

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SPECTAGUARD ACQUISITION LLC		02/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, AS COLLATERAL AGENT		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	BANK: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2690648	SPECTAGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	301-638-0511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-39574		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>SIGNATURE:</b>	/pja/		
<b>DATE SIGNED:</b>	06/10/2014		
<b>Total Attachments: 6</b>			
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SECOND LIEN TRADEMARK SHORT-FORM SECURITY AGREEMENT dated as of February 14, 2014 (this "**Agreement**"), among SPECTAGUARD ACQUISITION LLC, a Delaware limited liability company (the "**Grantor**"), and CREDIT SUISSE AG, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Second Lien Intellectual Property Security Agreement dated as of February 14, 2014 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Allied Security Holdings LLC, a Delaware limited liability company (the "**Borrower**"), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of February 14, 2014 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, AB Capital Holdings LLC, a Delaware limited liability company, AB Intermediate Holdings, Inc., a Delaware corporation, the other Guarantors from time to time party thereto, Credit Suisse AG, as Administrative Agent and as Collateral Agent, and each lender from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**");

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States:

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”),

(b) all goodwill associated with or symbolized by the Trademarks and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Credit Suisse AG, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of February 14, 2014, among Parent, Intermediate, the Borrower, the lenders from time to time party thereto, Credit Suisse AG, as administrative agent and collateral agent and the other parties thereto, as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Junior Lien Intercreditor Agreement dated as of February 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Credit Suisse AG, as First Lien Collateral Agent, Credit Suisse AG, as Second Lien Collateral Agent, Parent, Intermediate, the Borrower and its subsidiaries and affiliated entities party thereto. In the event of any conflict between the terms of the Junior Lien Intercreditor

Agreement and the terms of this Agreement, the terms of the Junior Lien Intercreditor Agreement shall govern.

**SECTION 5. THIS AGREEMENT SHALL BE GOVERNED BY,  
AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF  
NEW YORK.**

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

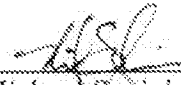
SPECTAGUARD ACQUISITION LLC, as the  
Grantor

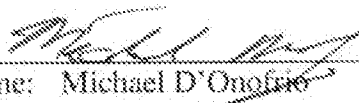
By: 

Name: William A. Torzolini

Title: Senior Vice President, Chief  
Financial Officer and Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

By:   
Name: Michael Spaight  
Title: Authorized Signatory

By:   
Name: Michael D'Onofrio  
Title: Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

Record Owner	Trademark	Registration or Application No.
SpectaGuard Acquisition LLC	SPECTAGUARD	2690648