

3/25/04

04-08-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨ ▼



102717561

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

U.S. Security Holdings, Inc.
U.S. Security Associates, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other Delaware corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: March 18, 2004

2. Name and address of receiving party(ies)

Name: The Royal Bank of Scotland plc, as the First
Lien Collateral Agent and the Second Lien
Internal Collateral Agent
Address:

Street Address: 101 Park Avenue

City: New York State: NY Zip: 10178

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other NY foreign banking corporation organized in the US

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See attached Schedule A

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Rosalind Rodburg

Internal Address: _____

Street Address: Latham & Watkins

885 3rd Avenue, 10th Floor

City: New York State: NY Zip: 10022

6. Total number of applications and
registrations involved: _____

17

7. Total fee (37 CFR 3.41).....\$ 440.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Rosalind Rodburg

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04/07/2004 DBTME

00000019 1513205

01 FC:0521
02 FC:0522

40.00 OP
440.00 OP

TRADEMARK
REEL: 002944 FRAME: 0838

TRADEMARK SECURITY AGREEMENT

II. U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/ Comment
Advance	United States	1,513,205	11/15/88		Registered
Advance Security	United States	1,530,244	3/14/89		Registered
Advance Security (With Misc. Design)	United States	1,070,786	8/2/77		Registered
America's Team	United States	2,807,698	1/27/04		Registered
Atlantic Security		2,303,679	12/28/99		Registered
Healthcare Security H USA	United States	2,123,215	12/23/97		Registered
Market Master		2,812,128	2/10/04		Registered
Outsource Partners	United States	2,342,946	4/18/00		Registered
Outsource Partners (Logo)	United States	2,348,358	5/9/00		Registered
Past-Positive	United States	2,083,926	1/28/99		Registered
Post-Positive	United States	2,083,926	7/29/97		Registered
Premier Residential Security USA	United States	2,173,942	7/14/98		Registered
Protect	United States	847,640	4/16/68		Registered
Security Engineers	United States	2,100,491	9/23/97		Registered

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/ Comment
The Protection People	United States	1,362,590	9/24/85		Registered
U.S. Security Associates & Design	United States	2,793,613	1/16/03		Registered
USA With (Miscellaneous Design)	United States	1,940,757	12/12/95		Registered

III. U.S. TRADEMARK APPLICATIONS

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 18, 2004 is entered into by U.S. Security Holdings, Inc., a Delaware corporation and U.S. Security Associates, Inc., a Delaware corporation (collectively, the "Grantor") and certain of its affiliates (collectively, the "Grantors") and The Royal Bank of Scotland plc, as first lien collateral agent for the First Lien Secured Parties (in such capacity the "First Lien Collateral Agent") and as second lien collateral agent for the benefit of the Second Lien Secured Parties (in such capacity the "Second Lien Collateral Agent" and, together with the First Lien Collateral Agent, the "Secured Parties").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of March 18, 2004 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to each Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement. Notwithstanding anything herein to the contrary, in no event shall the security interest granted herein attach to any Trademark to the extent the grant of such security interest shall constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein.

(b) The security interests granted hereby are granted in conjunction with each security interest granted to each Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN
ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT
LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW
AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

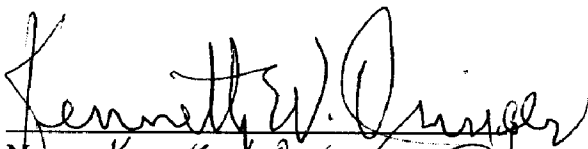
(v) Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

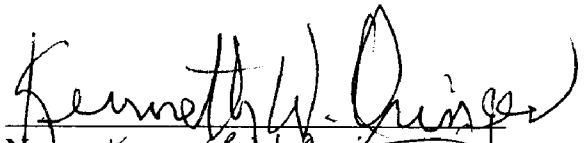
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IN WITNESS WHEREOF, the Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

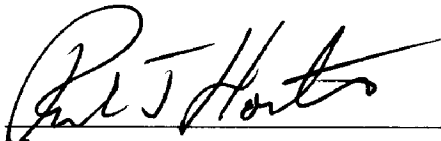
U.S. SECURITY HOLDINGS, INC.

By: 
Name: Kenneth W. Dringer
Title: Executive Vice President and CFO

U.S. SECURITY ASSOCIATES, INC.

By: 
Name: Kenneth W. Dringer
Title: Executive Vice President and CFO

THE ROYAL BANK OF SCOTLAND PLC,
as the First Lien Collateral Agent and the
Second Lien Collateral Agent

By: 
Name: _____
Title:

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Post-Positive	United States	2,083,926	7/29/97		Registered
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USA With (Miscellaneous Design)	United States	1,940,757	12/12/95		Registered

III. U.S. TRADEMARK APPLICATIONS

NY874901

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EXECUTION

RECORDED: 03/25/2004

TRADEMARK
REEL: 002944 FRAME: 0846