

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DUNBAR ALARM SYSTEMS, INC.		12/19/2007	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	231 S. LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60697		
Entity Type:	NATIONAL ASSOCIATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2804555	DUNBAR ALARM SYSTEMS	
Registration Number:	2124493	DUNBAR ALARM SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(202)783-6031		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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ATTORNEY DOCKET NUMBER:	1419-189		
NAME OF SUBMITTER:	Anne M. Sterba		
Signature:	/Anne M. Sterba/		

CH \$65.00 2804555

Date:

01/17/2008

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated to be effective as of December 19, 2007, by and between DUNBAR ALARM SYSTEMS, INC., a Maryland corporation ("Pledgor"), to and for the benefit of BANK OF AMERICA, N.A., in its capacity as Administrative Agent (in such capacity "Agent"), and the other "Secured Parties" (as such term is defined below).

Reference is made to the Credit Agreement dated to be effective as of even date herewith (as the same may be amended, modified, extended, renewed, restated, supplemented, or replaced from time to time, "Credit Agreement"), by and among the Pledgor, Dunbar Armored, Inc., a Maryland corporation (together with the Pledgor, collectively, the "Borrowers"), the Agent, the Lenders from time to time party thereto, the Swing Line Lender, and the L/C Issuer.

The Lenders, the Swing Line Lender, and the L/C Issuer have severally agreed to provide various credit accommodations to or on behalf of the Borrowers, pursuant to, and upon the terms and subject to the conditions set forth in, the Credit Agreement.

Pursuant to the Security Agreement dated to be effective as of even date herewith (as the same may be amended, modified, extended, renewed, restated, supplemented, or replaced from time to time, "Security Agreement"), by and between the Borrowers and the Agent, the Pledgor has granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in all of the Pledgor's tangible and intangible personal property, whether presently owned or hereafter acquired and wherever located.

It is a condition precedent to the agreements of the Secured Parties under the Credit Agreement that the Pledgor, among other things, shall have executed and delivered this Agreement to further evidence and facilitate recordation with the United States Patent and Trademark Office of the security interests of the Secured Parties in the "Trademarks" (as such term is defined below).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Pledgor hereby agrees as follows:

Section 1. Defined Terms. As used in this Agreement, the terms set forth in this Section 1 have the meanings set forth below, unless the specific context of this Agreement clearly requires a different meaning. Any capitalized terms used herein without definition which are defined in, or defined by reference to the Credit Agreement shall have the meanings thereby assigned. The singular use of any defined term includes the plural and the plural use includes the singular.

Section 1.1. "Collateral" shall have the same meaning assigned thereto in Section 2 of this Agreement.

Section 1.2. "Obligations" shall have the same meaning assigned thereto in the Credit Agreement and shall include, without limitation, all reasonable expenses and charges, legal and otherwise, incurred by the Agent or any of the Secured Parties, in collecting or enforcing any of the Obligations or in realizing on or protecting any security therefor, including without limitation, the security interest granted hereunder.

Section 1.3. "Secured Parties" means collectively the Agent, the Lenders, the Swing Line Lender, the L/C Issuer, any Lender or any Affiliate of a Lender that is a party from time to time to a Swap Contract permitted under the terms of the Credit Agreement, and their respective successors and assigns as permitted by the terms of the Credit Agreement. For the avoidance of doubt, "Secured Parties" shall include a Lender or an Affiliate of a Lender that ceases to be a Lender after such Swap Contract is entered into, but shall exclude any such Person entering into a Swap Contract after its Loans and commitments to lend under the Credit Agreement have been fully cancelled in accordance with the terms of the Credit Agreement or after such Person has assigned its rights under the Credit Agreement.

Section 1.4. “Trademarks” means all right, title and interest of the Pledgor, whether now owned or existing or hereafter acquired or arising, in, to, under and by virtue of all trademarks, trade names, corporate names, partnership names, company names, business names, fictitious business names, trade styles, service marks, package or product designs, trade dress, logos, other source of business identifiers, designs, and general intangibles of a like nature, and prints and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for any of the foregoing, including, without limitation, registrations and recordings thereof and applications for any of the foregoing in the United States Patent and Trademark Office, together with: (a) all goodwill of the business to which any of the foregoing relates; (b) all renewals thereof; (c) all present and future rights of the Pledgor under all present and future license agreements relating to any of the foregoing, whether the Pledgor is licensee or licensor thereunder; (d) all income, royalties, damages and payments now or hereafter due or payable under any of the foregoing or with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof; (e) all present and future claims, causes of action and rights to sue for past, present or future infringements thereof; and (f) all rights corresponding thereto throughout the world. “Trademarks,” as defined above, shall include, without limitation, all of the United States trademarks and trademark applications listed on Exhibit A attached hereto and incorporated herein by reference.

Section 2. Grant Of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the Obligations and in order to induce the Secured Parties to enter into the Credit Agreement and provide the respective credit accommodations set forth in the Credit Agreement, the Pledgor hereby assigns as collateral, mortgages, pledges, and hypothecates to the Agent, and hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in, all of all of the Pledgor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired (all of which being hereinafter collectively called the “Collateral”):

- a. all Trademarks;
- b. all general intangibles, contract rights, documents, instruments, and other rights relating to or arising from the Trademarks;
- c. to the extent not otherwise included, all proceeds and products of any and all of the foregoing; and
- d. all records and writings relating or pertaining to any of the foregoing.

Section 3. Representations And Warranties. The Pledgor hereby represents and warrants that:

3.1 Title; No Other Liens. Except for the liens, pledges and security interests granted to the Agent for the ratable benefit of the Secured Parties pursuant to this Agreement, the Security Agreement or as otherwise permitted pursuant to Section 7.01 of the Credit Agreement, the Pledgor owns each item of the Collateral free and clear of any and all liens or claims of others. To the best of the Pledgor’s knowledge, no security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Agent for the benefit of the Secured Parties pursuant to this Agreement.

3.2 Perfected First Priority Liens. Upon the filing and acceptance for recordation in the United States Patent and Trademark Office of this Agreement, the security interests and liens granted pursuant to this Agreement will constitute perfected security interests and liens in and to the Collateral in favor of the Agent, for the ratable benefit of the Secured Parties, which are prior to all other liens in or to the Collateral in existence on the date hereof and which are enforceable as such against all creditors of and purchasers from the Pledgor.

3.3 Trademarks. Exhibit A hereto includes all Trademarks owned by the Pledgor as of the date hereof. To the best of the Pledgor’s knowledge, each such Trademark is, to the extent applicable, valid, subsisting,

unexpired, enforceable and has not been abandoned. Except as set forth in such Exhibit A or in the ordinary course of the Pledgor's business, none of such Trademarks is the subject of any licensing or franchise agreement. To the best of the Pledgor's knowledge, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any such Trademark. To the best of the Pledgor's knowledge, no action or proceeding is pending: (a) seeking to limit, cancel or question the validity of any such Trademark; or (b) which, if adversely determined, would have a material adverse effect on the value of any such Trademark registered in the United States Patent and Trademark Office.

3.4 Chief Executive Office. The Pledgor's chief executive office is located at 50 Schilling Road, Hunt Valley, MD 21031.

Section 4. Covenants. The Pledgor covenants and agrees the Secured Parties that, from and after the date of this Agreement until all of the Obligations have been paid in full and there exists no contingent or noncontingent commitment which could give rise to any Obligations:

Section 4.1. Except with respect to any Trademark that the Pledgor shall reasonably determine is of negligible economic value to it, the Pledgor (either itself or through licensees) will: (a) continue to use each Trademark with respect to each class of goods to which such Trademark relates so as to maintain such Trademark in full force, free from any claim of abandonment for non-use; (b) maintain as in the past the quality of products and services offered under each Trademark; (c) employ each Trademark with the appropriate notice of registration; (d) not adopt or use any mark which is confusingly similar to, or a colorable imitation of, any Trademark; and (e) not do any act, or omit to do any act, whereby any Trademark may become invalidated. The Pledgor will not, without the Agent's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgor's obligations under the Credit Agreement, the Security Agreement, this Agreement or any of the other Loan Documents, and the Pledgor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Agent and other Secured Parties pursuant to this Agreement.

Section 4.2. In each case in which, after the date of this Agreement, the Pledgor shall: (a) obtain rights to any Trademarks not listed on Exhibit A hereto or to any licenses relating to any such Trademarks; or (b) become entitled to the benefit of any Trademark not listed on Exhibit A hereto or to the benefit of any license renewal, the security interest of the Secured Parties granted hereunder shall automatically attach thereto and, except with respect to any Trademark that the Pledgor shall reasonably determine is of negligible economic value to it, the Pledgor shall give the Agent written notice thereof and, promptly after request by the Agent and at the Pledgor's expense, execute and deliver to the Agent, in form and content reasonably satisfactory to the Agent and in proper form for filing in the United States Patent and Trademark Office, such security agreements, assignments or other documents as may be reasonably required by the Agent in order to reflect of record the Secured Parties' interest therein pursuant to this Agreement. The Pledgor further agrees, at its expense, promptly to do, make, execute and deliver all such additional and further acts, things, deeds, assurances, instruments and documents as the Agent may reasonably request from time to time to vest in and assure to the Secured Parties their rights under this Agreement or in any of the Collateral. If the Pledgor fails to execute any instrument or document described above within five (5) Business Days of being requested to do so by the Agent, the Pledgor hereby appoints the Agent its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable so long as any of the Obligations (other than contingent indemnity obligations that survive termination of the Loan Documents pursuant to the stated terms thereof) remain outstanding, any Loan Document or Swap Contract is in effect, and until the Revolving Loan Commitments, Term Loan Commitments, and Equipment Loan Commitments shall have been terminated.

Section 4.3. Except with respect to any Trademark that the Pledgor shall reasonably determine is of negligible economic value to it, the Pledgor will notify the Secured Parties if it knows, or has reason to know, that any Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without

limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any state or federal court or tribunal) regarding the Pledgor's ownership of any such Trademark or its right to register the same or to keep and maintain the same.

Section 4.4. Except with respect to any Trademark that the Pledgor shall reasonably determine is of negligible economic value to it, the Pledgor will maintain, preserve and protect all of the Trademarks free of any conflict with the rights of any other Person. Without limitation of the foregoing, except as otherwise agreed in writing by the Agent, the Pledgor shall have the duty: (i) to pay all taxes, fees or other amounts necessary to maintain in full force and effect all of the Trademarks; (ii) to prosecute diligently any application relating to the Trademarks pending as of the date hereof or thereafter; (iii) use commercially reasonable efforts to make application on any Trademarks which have not been registered but which may be registered; and (iv) to preserve and maintain all rights in applications and registrations of the Trademarks. Any expenses incurred in connection with such applications shall be paid by the Pledgor, and none of the Secured Parties shall have any obligation or liability to pay any taxes or fees, nor shall any of the Secured Parties have any duties in connection with applications or maintenance of rights in any Trademarks.

Section 4.5. Except as permitted under the terms and conditions of the Credit Agreement, without the Agent's prior written consent, the Pledgor shall not sell or assign its interest in, or grant any license under, any of the Trademarks.

Section 4.6. In the event that any Trademark included in the Collateral is infringed by a third party, the Pledgor shall promptly notify the Secured Parties after it learns thereof and shall, unless the Pledgor shall reasonably determine that such Trademark is of negligible economic value to the Pledgor, which determination the Pledgor shall promptly report to the Secured Parties, if consistent with good business judgment, promptly sue for infringement, seek injunctive relief where appropriate, recover any and all damages for such infringement or take such other actions as the Pledgor shall reasonably deem appropriate under the circumstances to protect such Trademark.

Section 5. Agent's Appointment As Attorney-In-Fact.

Section 5.1. Powers. The Pledgor hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Pledgor and in the name of the Pledgor or in its own name, from time to time in the Agent's discretion after the occurrence and during the continuance of any Event of Default, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Pledgor hereby gives the Agent the power and right, on behalf of the Pledgor, without notice to or assent by the Pledgor, to do the following:

a. to pay or discharge taxes and liens levied or placed on or threatened against the Collateral; and

b. without limitation of rights granted to the Agent under other provisions of this Agreement: (i) to ask, demand, sue for, compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (ii) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (iii) to defend any suit, action or proceeding brought against the Pledgor with respect to any Collateral; (iv) to settle, compromise or adjust any suit, action or proceeding described in clause (ii) or (iii) above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; (v) to assign, license or otherwise transfer any Trademark or interests therein or thereunder for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine; and (vi) generally, to sell, transfer, assign, license, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof

for all purposes, and to do, at the Agent's option and the Pledgor's expense, at any time, or from time to time, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and the liens of the Secured Parties thereon and to effect the intent of this Agreement, all as fully and effectively as the Pledgor might do. The Pledgor hereby ratifies all that said attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable so long as any of the Obligations (other than contingent indemnity obligations that survive termination of the Loan Documents pursuant to the stated terms thereof) remain outstanding, any Loan Document or Swap Contract is in effect, and until the Revolving Loan Commitments, Term Loan Commitments, and Equipment Loan Commitments shall have been terminated.

Section 5.2. Other Powers. The Pledgor authorizes the Agent and each other Secured Party, at any time and from time to time, to execute, in connection with any sale provided for in paragraph 7 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

Section 5.3. No Duty. The powers conferred on the Agent and the other Secured Parties hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon any of them to exercise any such powers. The Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees, attorneys or agents shall be responsible to the Pledgor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

Section 6. Performance By Agent Of Pledgor's Obligations. If the Pledgor fails to perform or comply with any of its agreements contained herein and any of the Secured Parties, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the Pledgor shall pay to the Agent the expenses of the Secured Parties incurred in connection with such performance or compliance, together with interest thereon which shall accrue at the highest rate of interest authorized by the Loan Documents upon the occurrence of an Event of Default.

Section 7. Remedies. If an Event of Default shall occur and be continuing:

a. All cash, checks, drafts, money orders and other items of payment constituting Collateral, or collections or other proceeds of Collateral, received by the Pledgor shall be held by the Pledgor in trust for the Secured Parties, shall be segregated from other funds of the Pledgor and shall forthwith upon receipt by the Pledgor, be turned over to the Agent, in the same form as received by the Pledgor (duly endorsed by the Pledgor to the Agent if required), and any and all such collections and other proceeds of Collateral so received by the Agent (whether from the Pledgor or otherwise) may, in the sole discretion of the Agent, be held by the Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by the Agent against, such of the Obligations (whether matured or unmatured), and in such order, as is set forth in the Credit Agreement.

b. The Agent may take exclusive possession of any or all of the Collateral from time to time and/or place a custodian in exclusive possession of any or all of the Collateral from time to time and, so far as the Pledgor may give authority therefor, enter upon any premises on which any of the Collateral may be situated and remove the same therefrom, the Pledgor hereby waiving, to the extent permitted by applicable law, any and all rights to prior notice and to judicial hearing with respect to repossession of Collateral, and/or require the Pledgor, at the Pledgor's expense, to assemble and deliver any or all of the Collateral to such place or places as the Agent may reasonably request.

c. At the Pledgor's expense, continue or complete, or cause to be continued or completed, performance of obligations of the Pledgor under any accounts, chattel paper, contracts, instruments or general intangibles, and, for such purpose, use, operate, manage, control and exercise all rights of the Pledgor relating to, any or all of the Collateral, and collect all income and revenues therefrom.

d. The Agent may exercise, in addition to all other rights and remedies granted to the Agent or the Secured Parties in this Agreement, in any other Loan Document, in any Swap Contract, and in addition to all other rights and remedies available to the Agent or the Secured Parties under applicable law, all rights and remedies of a secured party under the Uniform Commercial Code, in effect from time to time in the State of Maryland. Without limiting the generality of the foregoing, the Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon the Pledgor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may forthwith sell, liquidate, license, assign, give options to purchase, or otherwise dispose of and realize upon the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Agent or any Secured Party, or at any or all of the places of business of the Pledgor, or elsewhere, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent or any Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Pledgor, which right or equity is hereby waived and released to the extent permitted by applicable Law. The Agent shall apply the net proceeds of any such sale, license, assignment or other disposition of or realization upon any of the Collateral, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to repossession, holding, preparing for sale, license, assignment or other disposition, selling, licensing, assigning or otherwise disposing of any of the Collateral or in any way relating to the Collateral or the rights of the Agent or any Secured Party hereunder, including, without limitation, reasonable attorneys' fees and reasonable documented costs and expenses, to the payment in whole or in part of such of the Obligations in accordance with Section 8.03 of the Credit Agreement. In no event shall the Pledgor be credited with any part of the proceeds of liquidation, sale, assignment, licensing or other disposition of any of the Collateral until final payment thereon has been received by the Agent in immediately available funds. To the extent permitted by applicable law, the Pledgor waives all claims, damages and demands it may acquire against the Agent or any Secured Party arising out of the exercise by any of them of any rights hereunder, except to the extent that such claims, damages and demands are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of the Agent or such Secured Party. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed commercially reasonable and proper if given at least ten (10) calendar days before such sale or other disposition. The Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay in full the Obligations and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by any of the Secured Parties in collecting any such deficiency.

Section 8. Proceeds. After the exercise of remedies (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized), all proceeds of Collateral hereunder and any other amounts received on account of the Obligations shall be applied by the Agent in the order set forth in Section 8.03 of the Credit Agreement.

Section 9. Expenses. The Pledgor agrees to pay to the Agent for the benefit of the Secured Parties upon demand from time to time the amount of all reasonable expenses, including reasonable attorneys' fees and disbursements, paid or incurred by any of the Secured Parties in exercising or enforcing any of their rights under this Agreement, recording this Agreement or any other document in public offices, or any other fees or disbursements in connection with protecting, preserving, or maintaining the Trademarks.

Section 10. Limitation on Duties Regarding Preservation of Collateral. The sole duty of any of the Secured Parties with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Uniform Commercial Code (in effect from time to time in the State of Maryland) or otherwise, shall be to deal with it in the same manner as such Secured Party deals with similar property for its own account. None of the Secured Parties, nor any of their respective directors, officers, employees, attorneys or agents, shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Pledgor or otherwise.

Section 11. Patent And Trademark Office And Third Parties May Rely Upon Pledgor's Authorizations To Lender. If the Secured Parties shall elect to exercise any of its rights hereunder, the United States Patent and Trademark Office and all other persons and entities shall have the right to rely upon the Agent's written statement of the rights of the Agent on behalf of the Secured Parties to sell, assign, license and transfer the Trademarks and the Pledgor hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office and all other persons and entities to recognize such sale by the Agent for the benefit of the Secured Parties either in name of the Pledgor or the Secured Parties without the necessity or obligation of the United States Patent and Trademark Office or any other persons and entities to ascertain the existence of any default by the Pledgor under the Loan Documents, or any other fact or matter relating to the entitlement of the Agent or the other Secured Parties to exercise their rights hereunder.

Section 12. Powers Coupled With An Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest so long as any of the Obligations (other than contingent indemnity obligations that survive termination of the Loan Documents pursuant to the stated terms thereof) remain outstanding, any Loan Document or Swap Contract is in effect, and until the Revolving Loan Commitments, Term Loan Commitments, and Equipment Loan Commitments shall have been terminated.

Section 13. Waiver of Trial By Jury. THE PLEDGOR, BY ITS EXECUTION OF THIS AGREEMENT, AND EACH OF THE SECURED PARTIES, BY ITS ACCEPTANCE OF THIS AGREEMENT, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 14. Additional Waivers. The Pledgor hereby waives, to the extent the same may be waived under applicable law: (a) notice of acceptance of this Agreement by the Secured Parties; (b) all claims, causes of action and rights of the Pledgor against any of the Secured Parties on account of actions taken or not taken by any of them in the exercise of any of their rights or remedies under this Agreement or under Law, provided that the same did not arise from their gross negligence or willful misconduct; and (c) all claims and causes of action of the Pledgor against any of the Secured Parties for punitive, exemplary or other non-compensatory damages, unless such claims arose on account of willful misconduct.

Section 15. Severability. Any provisions of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 16. Successors And Assigns. The terms, covenants and conditions contained in this Agreement shall inure to the benefit of the Pledgor and each of the Secured Parties and their respective permitted successors and assigns, except that the Pledgor may not assign or transfer any of its rights or obligations under this Agreement without the written consent of the Lenders or Required Lenders as set forth in the Credit Agreement.

Section 17. Paragraph Headings. The paragraph headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

Section 18. No Waiver; Cumulative Remedies. None of the Secured Parties shall by any act (except by a written instrument pursuant to Section 19 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy under this Agreement or any of the other Loan Documents or to have acquiesced in any Default or Event of Default under the Credit Agreement or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any of the Secured Parties, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any of the Secured Parties of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which any of the Secured Parties would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided in any other Loan Document or by law.

Section 19. Waivers and Amendments; Governing Law. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Pledgor and the Agent, provided that any provision of this Agreement may be waived by the Agent with the consent of the Required Lenders in a written letter or agreement executed by the Agent. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PLEDGOR AND EACH OF THE SECURED PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MARYLAND, EXCLUSIVE OF PRINCIPLES OF CONFLICTS OF LAWS.

Section 20. Notices. All notices, requests and demands to or upon the Pledgor or any of the Secured Parties to be effective shall be in writing, and, unless otherwise expressly provided herein, shall be given in the manner specified in the Credit Agreement for the giving of notices under the Credit Agreement. Notwithstanding anything to the contrary, all notices, requests, and demands upon the Pledgor from any of the Secured Parties actually received in writing by the Pledgor shall be considered to be effective upon the receipt thereof by the Pledgor regardless of the procedure or method utilized to accomplish delivery thereof to the Pledgor.

Section 21. Authority of Agent. The Pledgor acknowledges that the rights and responsibilities of the Agent under this Agreement with respect to any action taken or not taken by the Agent or the exercise or nonexercise by the Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as among the Agent, the Lenders, the Swingline Lender and the L/C Issuer, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Agent and the Pledgor, the Agent shall be conclusively presumed to be acting as Agent for the Lenders, the Swingline Lender, and the L/C Issuer with full and valid authority so to act or refrain from acting, and the Pledgor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority. The Agent has been appointed by the Lenders, the Swing Line Lender and the L/C Issuer, pursuant to Section 9.01 of the Credit Agreement, and by the Lenders or their Affiliates providing Swap Contracts, by their acceptance of the benefits of this Agreement, to hold the Liens in and to the Collateral as their administrative agent. The Pledgor acknowledges and agrees that the Agent may hold all Liens in the Collateral granted hereunder or otherwise under any of the Loan Documents as agent for all of the Secured Parties, whether by filing, or by possession or control of the Collateral or otherwise, and that all documents, agreements and filings in the public record need not reference the Secured Parties but may instead name and refer only to the Agent in its capacity as such.

[Signatures Begin on the Following Page]

Signature Page to Trademark Security Agreement:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written with the specific intention of creating an instrument under seal.

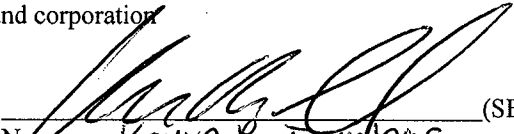
WITNESS/ATTEST:

Wicki L. Thompson

PLEDGOR:

DUNBAR ALARM SYSTEMS, INC.,
a Maryland corporation

By:


Name: Kevin R. Dunbar (SEAL)
Title: President

WITNESS/ATTEST:

AGENT:

BANK OF AMERICA, N.A.,
In Its Capacity As Agent

By:

Name: _____ (SEAL)
Title: _____

Signature Page to Trademark Security Agreement:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

PLEDGOR:

DUNBAR ALARM SYSTEMS, INC.,
a Maryland corporation

By: _____ (SEAL)

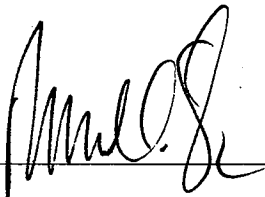
Name: _____

Title: _____

WITNESS/ATTEST:

AGENT:

BANK OF AMERICA, N.A.,
In Its Capacity As Agent



By:  _____ (SEAL)

Name: _____

Title: _____

Anne M. Zeschke
Assistant Vice President

Exhibit A

Trademark	Federal Or State Registration	Number	Date
Dunbar Alarm Systems	Federal	2,804,555	01/13/04
Dunbar Alarm Systems	Federal	2,124,493	12/23/97