

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mydatt Services, Inc.		07/31/2008	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	Brantsec, LLC
Also Known As:	AKA Brantley Security Services, LLC
Street Address:	1325 South Fourth Street
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40208
Entity Type:	LTD LIAB JT ST CO: KENTUCKY

Name:	B.K. "Red" Brantley Usher Service, Inc.
Street Address:	1325 South Fourth Street
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40208
Entity Type:	CORPORATION: KENTUCKY

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2710930	BRANTLEY SERVICES

**CORRESPONDENCE DATA**

Fax Number: (502)540-2268  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 502-587-3707  
 Email: abb@gdm.com  
 Correspondent Name: Amy B. Berge  
 Address Line 1: 101 South Fifth Street

CH \$40.00 2710930

Address Line 2: 3500 National City Tower  
Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	Amy B. Berge
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Signature:	/amy berge/
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Date:	09/02/2008
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Total Attachments: 20  
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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is made and entered into effective as of the 31st day of July, 2008, by and between BRANTLEY SECURITY SERVICES, LCC, a Kentucky limited liability company, and B.K. "RED" BRANTLEY USHER SERVICE, INC., a Kentucky corporation (collectively, the "Secured Parties"), and MYDATT SERVICES, INC., an Ohio corporation (the "Debtor").

### WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith by and among Debtor, SMS Holdings Corporation, Secured Parties, Bruce Brantley, Jeremy Curran, Amy Curran, and Brantley Holdings, Inc. (the "Purchase Agreement"), Debtor has contracted to purchase from Secured Parties, and Secured Parties have contracted to sell to Debtor, certain of the Assets of Secured Parties;

WHEREAS, pursuant to Section 1.3(b) of the Purchase Agreement, Debtor has executed that certain Subordinated Promissory Note of even date herewith in favor of Secured Parties (the "Promissory Note"), as partial consideration for the Assets transferred to Debtor by Secured Parties under the Purchase Agreement, [REDACTED] and [REDACTED]

WHEREAS, Section 4.2 of the Purchase Agreement requires that Debtor deliver to Secured Parties a security agreement pledging the Assets as security for the payment by Debtor of the Secured Obligations (as defined herein).

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

**Section 1. Capitalized Terms.** Capitalized terms used but not defined in this Agreement shall have the meanings given them in the Purchase Agreement.

**Section 2. Security Interest.** As security for the "Secured Obligations" (as defined in Section 3 hereof), Debtor hereby grants to Secured Parties and their successors, endorsees, and assigns a continuing security interest in all of Debtor's rights, title, and interest in, under, and to all of the assets described on Schedule A attached hereto, wherever located, together with any and all proceeds, increases, substitutions, replacements, additions, and accessions thereof and thereto (collectively, the "Collateral").

**Section 3. Secured Obligations.** This Agreement secures, and the Collateral is security for, the prompt payment and performance in full and when due, whether at the date of maturity, by acceleration, or otherwise, of all obligations, whether heretofore or hereafter arising, of Debtor to Secured Parties under the Promissory Note, as well as any extensions, amendments, or substitutions thereof or therefor, and all obligations of Debtor under the Purchase Agreement and this Agreement, including any amendments, restatements, or substitutions thereof or therefor (collectively, the "Secured Obligations").

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**Section 4. Representations and Warranties.** Debtor represents and warrants to Secured Parties that:

- (a) Debtor's exact legal name is as set forth in the preamble to this Agreement.
- (b) Debtor's equipment and inventory are located solely at the addresses listed on Exhibit C.

**Section 5. Covenants of Debtor.** Debtor covenants that:

(a) Name. Debtor shall not, without the prior written consent of Secured Parties (which shall not be unreasonably withheld or delayed):

- (i) make any change whatsoever to its exact legal name without notifying Secured Parties at least thirty (30) days prior to the effective date of such change,
- (ii) change the jurisdiction of its incorporation, or
- (iii) in one transaction or a series of related transactions, merge into or consolidate with any other entity or sell all or substantially all of its assets,

(b) Collateral Encumbrance, Disposal or Impairment. Debtor shall not, without the prior written consent of Secured Parties (which shall not be unreasonably withheld or delayed): (i) permit any liens or security interests (other than the liens listed on Schedule B attached hereto and incorporated herein ("Existing Liens")) to attach to any of the Collateral, (ii) permit any of the Collateral to be levied upon under any legal process, (iii) dispose of or assign any of the Collateral without the prior written consent of Secured Parties (which shall not be unreasonably withheld or delayed), other than the sale of inventory in the ordinary course of business (which sale and/or collection may take place only so long as no Event of Default, shall have occurred), (iv) permit any of the Collateral to become an accession or improvement to other property in which Secured Parties do not hold a security interest, or (v) permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement.

(c) Insurance. Debtor shall insure the tangible Collateral in such amounts, in such companies and against such risks as is customary for similar property and businesses. Debtor acknowledges that the Collateral includes all Debtor's rights with respect to insurance policies, and Debtor agrees that at such time as the Subordination Agreement with U.S. Bank, N.A. is no longer in effect, Debtor shall, upon Secured Parties' request, cause Secured Parties to be named as insured and loss payee pursuant to a standard lender's endorsement.

(d) Condition of Tangible Collateral. Debtor shall keep the tangible Collateral in good condition and repair, shall at all times keep accurate and complete records with respect to the Collateral and shall permit Secured Parties or any of their

agents or representatives to call at Debtor's place of business to inspect the Collateral and all books, records and other data of Debtor at any time and from time to time.

**Section 6. Perfection and Priority of Security Interests.** Debtor irrevocably authorizes Secured Parties to do all acts and things which Secured Parties may deem necessary or appropriate to perfect and continue perfected the security interest created by this Agreement and to protect the Collateral, including filing of financing statements covering the Collateral wherever Secured Parties deem appropriate.

**Section 7. Default.** The occurrence of any of the following shall constitute an event of default ("Event of Default") hereunder:

- (a) The default by Debtor in the prompt and complete payment and performance of any of the Secured Obligations;
- (b) The dissolution, merger, or sale of substantially all of the assets of Debtor;
- (c) Debtor becoming the subject of a petition in bankruptcy or judicial or administrative declaration of insolvency or taking advantage of any laws for the benefit of debtors generally;
- (d) Debtor becoming the subject of any proceeding for the appointment of a receiver, liquidator, or similar officer for Debtor or its assets; or
- (e) Debtor making an assignment for the benefit of all or substantial all of its creditors or entering into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

**Section 8. Remedies.** Subject to the terms and conditions of that certain Subordination Agreement of even date herewith by and among U.S. Bank, N.A., Secured Parties and Debtor, in the event an Event of Default shall occur:

- (a) Secured Parties may exercise, in respect to the Collateral, in addition to other rights and remedies provided for herein and otherwise available to them under the Promissory Note, or otherwise, all of the rights and remedies of a secured party under the Uniform Commercial Code (the "Code") in effect in the State of Tennessee or other applicable jurisdiction at that time, all of which rights and remedies shall be cumulative to the fullest extent permitted by law.
- (b) Notwithstanding that any rights or powers under this Agreement have been exercised with respect to such Event of Default, upon the occurrence of any Event of Default and in addition to any and all other rights and remedies Secured Parties may then have hereunder, or under the Code, or otherwise, the Secured Parties may, in their sole discretion, pursue any one or more of the following remedies at any time and from time to time:

- (i) Secured Parties may require Debtor, at Debtor's sole expense, to assemble any of the Collateral and make it available to Secured Parties at a place

reasonably convenient to Secured Parties and Debtor, as is designated by Secured Parties in their sole discretion, and Secured Parties may immobilize or put out of operating order any of the Collateral, with or without proceeding to sell the Collateral or any part thereof;

(ii) Secured Parties shall have the right (and Debtor authorizes Secured Parties) to enter any premises where any part of the Collateral may be located, to assemble and prepare such Collateral for sale, to conduct an auction sale on the premises or to remove such Collateral from the premises, without being deemed guilty of trespass, and all expenses incurred by Secured Parties in exercising their rights under this paragraph shall be chargeable to and borne by Debtor;

(iii) Reduce Secured Parties' claim to judgment, foreclose, or otherwise enforce their security interest in any judicial procedure;

(iv) Sell or otherwise dispose of, at the office of Secured Parties or elsewhere as chosen by Secured Parties, all or any part of the Collateral, and any such sale or other disposition may be as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale of any part of the Collateral shall not exhaust the power of sale granted hereunder, but sales may be made from time to time until all of the Collateral has been sold or until the Secured Obligations have been paid in full), and at any such sale it shall not be necessary to exhibit the Collateral;

(v) At Secured Parties' discretion, retain all or a portion of the Collateral in satisfaction of the Secured Obligations;

(vi) Apply by appropriate judicial proceedings for appointment of a receiver for the Collateral or any part thereof, Debtor hereby consenting to any such appointment;

(vii) Secured Parties have no obligation to clean up or otherwise prepare the Collateral for sale;

(viii) Secured Parties have no obligation to attempt to satisfy the Secured Obligations by collecting them from any other person liable for them and Secured Parties may release, modify or waive any collateral provided by any other person to secure any of the Secured Obligations, all without affecting Secured Parties' rights against Debtor. Debtor waives any right it may have to require Secured Parties to pursue any third person for any of the Secured Obligation;

(ix) If Secured Parties sell any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Parties and applied to the indebtedness of the purchaser. If the purchaser fails to pay for the Collateral, Secured Parties may resell the Collateral and Debtor shall be credited with the proceeds of the sale;

(x) Debtor shall remain liable for any deficiency in the Secured Obligations that remains due, and to the extent permitted by law, Debtor waives all rights of redemption in or with respect to the Collateral; and

(xi) Debtor shall pay, as part of the Second Obligations, all amounts, including, but not limited to, Secured Parties' attorneys', accountants' and appraisers' fees, as permitted by applicable law, with interest thereon at the rate of 8% per annum that are paid or incurred by Secured Parties (1) for taxes and levies on the Collateral or any part thereof, and (2) in taking possession of, disposing of, repairing, improving or preserving the Collateral.

The Secured Parties may apply the proceeds of any sale of the Collateral toward the payment of any costs, expenses, attorneys' fees, and legal expenses thereby incurred by the Secured Parties and the payment of the Secured Obligations in such order or manner as the Secured Parties may elect.

**Section 9. Agent.** Debtor hereby appoints Secured Parties as Debtor's agent, with full authority in the place and stead of Debtor and in the name of Debtor, or otherwise, from time to time whether before or after an Event of Default, in the Secured Parties' sole and absolute discretion, to take any action and to execute any instrument which the Secured Parties may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, endorse, and collect all instruments made payable to Debtor representing any distribution in respect of the Collateral or any part thereof and to give full discharge of the same and to execute and deliver any document to sell, transfer, or convey the Collateral or any document evidencing such sale, transfer, or conveyance. This appointment is coupled with an interest, is irrevocable, and shall survive the dissolution of Debtor.

**Section 10. Successors and Assigns; Entire Agreement; Severability.** This Agreement shall create a continuing security interest in the Collateral and shall:

(a) remain in full force and effect until payment and/or performance in full of the Secured Obligations;

(b) be binding upon Debtor and its successors, legal representatives, and assigns;

(c) inure, together with the rights and remedies of the Secured Parties hereunder, to the benefit of the Secured Parties and their successors, transferees, legal representatives, and assigns;

(d) along with the Purchase Agreement and the Promissory Note, constitute the entire agreement between Debtor and Secured Parties with respect to the subject matter hereof; and

(e) be severable in the event that one or more of the provisions hereof shall be determined to be illegal or otherwise unenforceable.

**Section 11. Expenses.** Debtor shall, upon demand, pay to Secured Parties the amount of any and all expenses, including the fees and expenses of Secured Parties' counsel and of any experts and agents which Secured Parties may incur in connection with the administration of this Agreement, the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, the exercise and enforcement of any of the rights of Secured Parties hereunder, and the failure to perform or observe any of the provisions hereof.

**Section 12. Amendment and Waivers.** This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. No waiver of any provision of this Agreement, nor any consent to any departure by Debtor herefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

**Section 13. Notices.** Any and all notices, elections, or demands permitted or required to be made under this Agreement shall be in writing and shall be delivered personally, sent via email (with confirmation by U.S. Mail) or facsimile transmission (with confirmation by U.S. Mail), or sent by certified mail, return receipt requested, to the receiving party at the address set forth below, or at such other address as may be supplied by the receiving party from time to time by notice given in the foregoing manner. The date of personal delivery, email or facsimile transmission, or the date of mailing, as the case may be, if given in the foregoing manner, shall be the date of such notice, election, or demand. Rejection, refusal to accept, or inability to deliver because of a changed address of which no notice was sent shall not affect the validity of any notice, election, or demand given in accordance with the provisions of this Agreement. Notice, election, or demand given in any other manner shall be effective as of the date of actual receipt. For purposes of this Agreement, and until changed as permitted hereinabove, the addresses of the parties are as follows:

If to Secured Parties:

Brantley Security Services, LLC  
B.K. "Red" Brantley Usher Service, Inc.  
c/o Bruce Brantley  
1325 South Fourth Street  
Louisville, Kentucky 40208  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Debtor:

Mydatt Services, Inc.  
c/o Dan Rakestraw  
7135 Charlotte Pike  
Suite 100  
Nashville, Tennessee 37902  
Facsimile: (615) 399-1438  
Email: danrakestraw@valorsecurity.com

With a Copy to:

Greenebaum Doll & McDonald PLLC  
c/o Sean P. Gallagher  
101 South Fifth Street  
3500 National City Tower  
Louisville, Kentucky 40202  
Facsimile: (502) 540-2163  
Email: spg@gdm.com

With a Copy to:

Miller & Martin PLLC  
c/o Robert M. Holland, Jr.  
150 Fourth Avenue North  
Suite 1200  
Nashville, Tennessee 37219  
Facsimile: (615) 744-8612  
Email: rholland@millermartin.com



**Section 14. Counterparts.** This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

**Section 15. Return of Collateral.** Subject to any duty imposed by law or otherwise to the holder of any subordinate lien on the collateral known to Secured Parties and subject to the direction of a court of competent jurisdiction, upon payment and/or performance in full of the Secured Obligations, Debtor shall be entitled to the return of the Collateral in the possession of Secured Parties, if any; provided, however, that Secured Parties shall not be obligated to return to Debtor or to deliver to the holder of any subordinate lien any such Collateral until Secured Parties are satisfied that all amounts with respect to the Secured Obligations are no longer subject to being recaptured under applicable bankruptcy or insolvency laws or otherwise. The return of Collateral, however effected, shall be without recourse to Secured Parties, and Secured Parties shall be entitled to receive appropriate documentation to such effect. The return of Collateral shall be effected without representation or warranty and shall not entitle Debtor to any right to any endorsement.

**Section 16. Further Assurances.** Debtor shall furnish upon Secured Parties' request such further information, execute and deliver such other documents and do such other acts and things, all as Secured Parties may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

**Section 17. Secured Party Not Debtor's Agent.** Nothing contained in this Agreement shall be construed to constitute Secured Parties as agent of Debtor for any purpose whatsoever, and Secured Parties shall not be responsible nor liable for any shortage, discrepancy, damage, loss or destruction of any part of the Collateral wherever the same may be located and regardless of the cause thereof.

**Section 18. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Tennessee, without regard to choice of law principles.

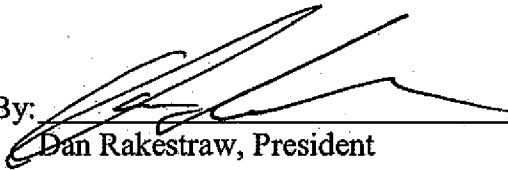
**Section 19. Construction.** Headings or titles of sections contained herein are for purposes of convenience only and shall not be used to interpret or construe any provision hereof. All personal pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, as appropriate, and the singular shall include the plural and vice versa.

**Section 20. Financing Statements.** Debtor hereby authorizes Secured Parties to file any and all financing statements or other documents with any and all offices that Secured Parties deem appropriate or necessary to evidence or perfect its security interest in the Collateral.

IN WITNESS WHEREOF, Debtor and Secured Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

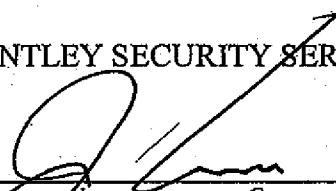
**DEBTOR:**

MYDATT SERVICES, INC.

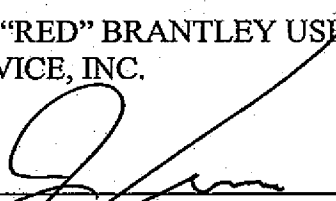
By:   
Dan Rakestraw, President

**SECURED PARTIES:**

BRANTLEY SECURITY SERVICES, LLC

By:   
Name: Jeremy Curran  
Title: Member

B.K. "RED" BRANTLEY USHER  
SERVICE, INC.

By:   
Name: Jeremy Curran  
Title: President

**SCHEDULE A**

**COLLATERAL**

The Assets, as defined in the Asset Purchase Agreement

**SCHEDULE B**  
**EXISTING LIENS**

None

**ASSET PURCHASE AGREEMENT**

by and among

MYDATT SERVICES, INC.

the "Buyer"

and

SMS HOLDINGS CORPORATION

the "Guarantor"

and

BRANTLEY SECURITY SERVICES, LLC

and

B.K. "RED" BRANTLEY USHER SERVICE, INC.

the "Sellers"

and

the "Seller Owners" signatory hereto

July 31, 2008

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of the 31st day of July 2008, is entered into by and among MYDATT SERVICES, INC. d/b/a Valor Security Services, an Ohio corporation (the "Buyer"); SMS HOLDINGS CORPORATION, a Delaware corporation (the "Guarantor"); BRANTLEY SECURITY SERVICES, LLC, a Kentucky limited liability company (Brantley Security), and B.K. "RED" BRANTLEY USHER SERVICE, INC., a Kentucky corporation ("Brantley Usher") (collectively, the "Sellers"); and BRUCE BRANTLEY, JEREMY CURRAN, AMY CURRAN, and BRANTLEY HOLDINGS, INC., a Kentucky corporation (collectively, the "Seller Owners").

### WITNESSETH:

WHEREAS, Brantley Security is primarily involved in the business of providing security services for a variety of customer types, including warehousing and logistics facilities, manufacturing plants, class "A" office properties, and other facility types, and Brantley Usher handles all aspects of the crowd management process, including ticketing, ushering, traffic management, and event security (collectively, the "Business"); and

WHEREAS, the Buyer desires to acquire, and the Sellers desire to sell, substantially all of the Assets (as hereinafter defined and other than the Excluded Assets as hereinafter defined), subject to the assumption of certain liabilities of the Sellers, in exchange for the consideration set forth herein, and subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

### ARTICLE I SALE AND PURCHASE

#### 1.1. Sale of Assets.

(a) Subject to and upon the terms and conditions of this Agreement, except as specifically provided in Section 1.1(b), and except as set forth on Schedule 2.3, the Sellers hereby sell, transfer, convey, assign and deliver to the Buyer, and the Buyer hereby acquires from the Sellers, free and clear of all liens, mortgages, pledges, restrictions, claims, charges, security interests, leasehold interests and encumbrances of any nature whatsoever (collectively, "Liens"), all of the properties, assets, claims, rights and interests of whatever kind, character or description, whether real, personal or mixed, whether tangible or intangible (including goodwill), whether accrued, contingent or otherwise, wherever situated, that are owned by Sellers or used in or are related to the Business (whether owned by the Sellers or any Affiliate (as hereinafter defined)), including:

- (i) all inventories, goods, work in process, office supplies, maintenance supplies, packaging materials, parts and similar items (collectively, the "Inventory");
- (ii) all credits, prepaid expenses, deferred charges, advance payments, security deposits and prepaid items;
- (iii) all rights of each of the Sellers under all contracts (specifically including, without limitation, under all customer contracts), arrangements, leases, licenses, purchase orders, sales agreements and other agreements, whether written or oral, including those set forth on Schedule 2.13(a), and including any right to receive payment for services rendered and to receive goods and services pursuant to such agreements and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts, arrangements, leases, licenses, purchase orders, customer sales agreements and other agreements and otherwise (collectively, the "Assumed Contracts");
- (iv) all of the Sellers' right, title and interest in and to all Leases (as hereinafter defined), including those set forth on Schedule 2.9;
- (v) except for the Sellers' minute and stock books, Tax Returns and Tax-related records and any personal information of Sellers' employees with respect to which there is a reasonable expectation of privacy or which is otherwise protected by law, all books, records and accounts, statistics, correspondence (written and electronic), technical, accounting and procedural manuals, price lists, personnel and employment records, studies, reports or summaries relating to the condition of the Assets, and any confidential information which has been reduced to writing relating to or arising out of the Business;
- (vi) all guarantees, warranties, indemnities and similar rights in favor of either or both of the Sellers with respect to any Asset; provided that certain consumer warranties may not be transferrable because they only apply to the original purchaser;
- (vii) the motor vehicles, automobiles, trucks and other rolling stock listed on Schedule 1.1(a)(vii);
- (viii) all machinery, equipment, computers, telecommunication systems, furniture, furnishings, fixtures, leasehold improvements and construction in progress (including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any natural person, corporation

or other entity of any kind or nature (a "Person") and other tangible personal property (collectively, the "Fixed Assets");

- (ix) all right, title and interest of Sellers in and to the Intellectual Property Assets (as defined in Section 2.19);
- (x) all right, title and interest of Sellers in and to all intangible property rights related to the Business, including all trade secrets, data bases, customer lists and data, supplier lists and data, telephone and fax numbers, electronic data and all other proprietary rights of any nature owned by the Sellers or, where not owned, used by either or both of the Sellers in connection with the Business, and all goodwill associated therewith and all licenses and other agreements to which either or both of the Sellers is a party (as licensor or licensee) or by which either or both of the Sellers is bound relating to any of the foregoing kinds of property or rights to any "know-how" or disclosure or use of ideas (collectively, the "Intangible Property");
- (xi) all transferable approvals, authorizations, certifications, consents, variances, permissions, licenses and permits to or from, or filings, notices or recordings to or with, federal, state, provincial and local governmental authorities as held or effected by the Sellers in connection with the Assets (collectively, the "Licenses"), but Sellers and Seller Owners shall have no liability of any nature whatsoever to Buyer or its assignees for the non-assignment of such Licenses or the inability of the Buyer or its Affiliates to obtain comparable licenses;
- (xii) all of the Sellers' goodwill;
- (xiii) except for accounts receivable, all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by either or both of the Sellers with respect to the Business or the ownership, use, function or value of any Asset (as defined below), whether arising by way of counterclaim or otherwise; and
- (xiv) all computer software, including all documentation and source codes with respect thereto, and licenses and leases thereof (other than with respect to "off-the-shelf" software).

(b) Notwithstanding the provisions of Section 1.1(a), the assets listed on Schedule 1.1(b) (the "Excluded Assets") shall not be transferred to the Buyer under this Agreement and are not Assets. The Excluded Assets shall include any assets owned by customers of the Business that are used in the Business, accounts



receivable as of the Closing Date, certain prepaid expenses and certain other personal property, all as more particularly described on Schedule 1.1(b).

(c) Notwithstanding the provisions of Section 1.1(a), the contracts, arrangements, leases, licenses, purchase orders, sales agreements and other agreements, whether written or oral, listed on Schedule 1.1(c) (the "Excluded Contracts") shall not be assigned to the Buyer under this Agreement and will not be assumed by the Buyer. The Excluded Contracts are not Assets.

(d) The Inventory, Assumed Contracts, Leases, Fixed Assets, Intangible Property and all of the other properties and assets of the Sellers described in Section 1.1(a) (other than the Excluded Assets and the Excluded Contracts) shall be referred to collectively herein as the "Assets."

### 1.2. Assumption of Liabilities.

(a) Subject to and upon the terms and conditions of this Agreement, Buyer agrees to assume, pay, perform and timely discharge, the following debts, liabilities and obligations of Sellers (collectively, the "Assumed Liabilities"):

- (i) Sellers' trade accounts payable set forth on Schedule 1.2(a)(i);
- (ii) accrued expenses and withholdings set forth on Schedule 1.2(a)(ii);
- (iii) all liabilities and obligations of either or both of the Sellers under the Assumed Contracts, Leases and Licenses (except for the Excluded Contracts); and
- (iv) all liabilities and obligations arising on or after the Closing Date (as hereinafter defined) from any agreement, contract, commitment or other contract that the Buyer has requested be assigned to it pursuant to Section 1.1(a), but that has not been so assigned due to the failure of the Sellers to obtain the consent or approval required for such transfer; provided, that the Buyer has received substantially the same economic benefit of such contract as if such consent or approval had been obtained.

(b) Notwithstanding any other provision of this Agreement or any Schedule or Exhibit hereto, and regardless of any disclosure(s) made to the Buyer, the Buyer shall not assume any of the Excluded Liabilities (as hereinafter defined).

### 1.3. Purchase Price.

(a) Initial Purchase Price. In consideration of the Assets transferred to the Buyer hereunder, the Buyer shall pay to Sellers an aggregate initial purchase price (the "Initial Purchase Price") of Four Million One Hundred Sixteen Thousand Six

[PORTIONS OF ASSET PURCHASE AGREEMENT REDACTED]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date first above written.

**BUYER:**

MYDATT SERVICES, INC.

By: [Signature]  
Dan Rakestraw, President

**GUARANTOR:**

SMS HOLDINGS CORPORATION

By: [Signature]  
Keith G. Wolken, President

**SELLERS:**

BRANTLEY SECURITY SERVICES, LLC

By: [Signature]  
Its: Manager

B.K. "RED" BRANTLEY USHER SERVICE, INC.

By: [Signature]  
Its: President

**SELLER OWNERS:**

[Signature]  
BRUCE BRANTLEY  
Address: 180 Grandspur Ct  
Simpsonville, KY

[Signature]  
JEREMY CURRAN  
Address: 1771 Connors Station Rd  
Simpsonville, KY 40067

[Signature]  
AMY CURRAN  
Address: 1771 Connors Station Rd  
Simpsonville, KY 40067

BRANTLEY HOLDINGS, INC

By: [Signature]  
Its: President  
Address: 1771 Connors Station Rd  
Simpsonville, KY 40067

[PORTIONS OF ASSET PURCHASE AGREEMENT REDACTED]

**Schedule 2.19(a) –Intangible Property**

1. Brantley Security Services is a registered federal trademark of Brantley Holdings, Inc. (U.S. 2,710,930).
2. Brantley Security Services, LLC has certain common law rights in the following trademarks:



3. B.K. "Red" Brantley Usher Service, Inc. has certain common law rights in trademark and trade name of B.K. "RED" BRANTLEY USHER SERVICE.
4. Brantley Security Service, LLC is registered to do business as "Brantley Security Services, LLC" in all states listed in item 1 of Schedule 2.1(a), which is expressly incorporated herein by reference.
5. All unregistered copyrights in both published works and unpublished works, including but not limited to the copyrights in the Employee Handbook and other internal corporate documents; but see item 4 of Section 2.19(c), which is expressly incorporated herein by reference. Seller has no registered copyrights.
6. The domain name: [www.brantleysecurity.com](http://www.brantleysecurity.com).

[PORTIONS OF ASSET PURCHASE AGREEMENT REDACTED]