

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vector Security Holdings, Inc.		06/24/2011	CORPORATION: DELAWARE
Vector Security, Inc.		06/24/2011	CORPORATION: PENNSYLVANIA
The Jupiter Group, Inc.		06/24/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	249 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1823487	VECTOR SECURITY	
Registration Number:	2549912	BEYOND SECURITY SYSTEMS . . . SECURITY SOLUTIONS	
Registration Number:	2951464	VECTORVISION	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0023138-005914		

CH \$90.00 1823487

900195897

TRADEMARK
 REEL: 004572 FRAME: 0564

NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	06/30/2011
<p>Total Attachments: 11</p> <p>source=pnc-vector security agreement#page1.tif source=pnc-vector security agreement#page2.tif source=pnc-vector security agreement#page3.tif source=pnc-vector security agreement#page4.tif source=pnc-vector security agreement#page5.tif source=pnc-vector security agreement#page6.tif source=pnc-vector security agreement#page7.tif source=pnc-vector security agreement#page8.tif source=pnc-vector security agreement#page9.tif source=pnc-vector security agreement#page10.tif source=pnc-vector security agreement#page11.tif</p>	

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of June 24, 2011, is entered into by and among **VECTOR SECURITY HOLDINGS, INC.**, a Delaware corporation, **VECTOR SECURITY, INC.**, a Pennsylvania corporation (the "Borrower"), and the undersigned Subsidiaries and any future direct or indirect Subsidiary of Borrower (being collectively referred to herein as the "Assignors" and each as an "Assignor"), and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Lenders under the Credit Agreement referred to below (the "Assignee").

WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement (as may be further amended, restated, amended and restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among, inter alia, Vector Security, Inc., as borrower, the Guarantors now or hereafter party thereto, the Lenders now or hereafter party thereto and Assignee, as Administrative Agent for the Lenders, the Lenders have agreed to provide certain loans and grant other financial accommodation to the Borrower and the Assignors have agreed, among other things, to grant to the Assignee a security interest in, and upon the occurrence of an Event of Default (as defined in the Credit Agreement) to conditionally assign to the Assignee for the benefit of the Lenders, certain patents, trademarks and copyrights.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement and the rules of construction set forth in Section 1.2 of the Credit Agreement shall apply to this Agreement.

2. (a) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(b) "Secured Obligations" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any provider of any Lender Provided Interest Rate Hedge or any provider of any Other Lender Provided Financial Service Product under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, or any provider of any Lender Provided Interest Rate Hedge or any provider of any Other Lender Provided Financial Service Product,

now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each Pledgor to the Administrative Agent or any of the Lenders of any obligations incurred in connection with any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product provided by the Administrative Agent or such Lenders pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

3. Each Assignor jointly and severally represents, warrants and covenants that, except as set forth in Schedule B:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Assignor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except for Permitted Liens, such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, Trademarks and Copyrights owned by it, free and clear of any liens, charges and encumbrances, including pledges, assignments, licenses, shop rights and covenants by each Assignor not to sue third persons with respect to such Patents, Trademarks and Copyrights;

(d) such Assignor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no written claim has been made to such Assignor or, to the knowledge of such Assignor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the intellectual property rights of any third party;

(f) such Assignor has used, and will continue to use for the duration of this Agreement, materially consistent standards of quality in its manufacture of products which use or display the Patents, Trademarks and Copyrights; and

(g) such Assignor in all material respects has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. Each of the obligations and additional liabilities of each Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Except as set forth in Section 7 hereof, each Assignor agrees that, until all of the Secured Obligations shall have been Paid in Full and all Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products have expired or terminated, it will not enter into any agreement which is inconsistent with such Assignor's obligations under this Agreement, without the Assignee's prior written consent which shall not be unreasonably withheld.

6. If, before the Secured Obligations shall have been Paid in Full and all Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products have expired or terminated, any Assignor shall own any new U.S. applications for any Patents, Trademarks or Copyrights, such Assignor shall diligently prosecute such applications. The provisions of this Agreement shall automatically apply to any such registration or patents which are issued to such Assignor in connection with such new applications, and such Assignor shall give to Assignee prompt notice thereof in writing. Any expenses incurred in connection with such an application shall be borne by such Assignor. Assignors and Assignee agree to modify this Agreement by amending Schedule A to include any such future patents, trademark registrations, or copyrights and the provisions of this Agreement shall apply thereto. Assignors

further agree to give to Assignee notice of any change in the status of any of the Patents, Trademarks or Copyrights within thirty (30) days after such change in status.

7. No Assignor shall abandon any Patent, Trademark or Copyright without the consent of Assignee, which shall not be unreasonably withheld.

8. Each Assignor agrees not to assign or sell its interests in any of its Patents, Trademarks and Copyrights without the prior written consent of Assignee which shall not be unreasonably withheld. Unless there shall have occurred and be continuing an Event of Default, each Assignor shall have the right to grant any license under any of its Patents, Trademarks and Copyrights in the ordinary course of such Assignor's business. Assignee reserves the right upon reasonable notice during normal business hours to inspect the operations and facilities of each Assignor from time to time for the purpose of ensuring that the use of such Assignor's Patents, Trademarks and Copyrights are consistent with Assignor's obligations under the Credit Agreement and hereunder; provided that such inspection is not disruptive of such Assignor's business.

9. If and during the period that the Secured Obligations become or are declared due and payable pursuant to Section 9.2.1 of the Credit Agreement, Assignee shall have the right, in addition to all other rights and remedies given it by this Agreement, the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be registered, to transfer or assign, in good faith and without negligence or willful misconduct, all or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including reasonable fees and expenses for brokers and attorneys) relating to such sale or disposition, shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Assignee, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to such Assignor and this Agreement shall terminate. Notwithstanding the foregoing, notice of any transfer or assignment or other disposition of the Patents, Trademarks and Copyrights shall be given to such Assignor at least thirty (30) days before the time that any intended public or private transfer or assignment or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Assignor hereby agrees shall be reasonable notice of such sale or other disposition, and during which period each Assignor will have the right to pay to Assignee the amount of Secured Obligations due and payable plus any reasonable expenses incurred by Assignee in connection with any such proposed transfer, assignment or disposition, and upon such payment Assignee will release all interest in the Patents, Trademarks and Copyrights, and this Agreement will terminate. At any such transfer or assignment or other disposition, Assignee may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Assignor, which right is hereby waived and released.

10. Subject to Section 11 hereof, if any Event of Default shall have occurred and be continuing, each Assignor hereby authorizes and empowers Assignee to make, constitute and

appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof other than acts or omissions which are grossly negligent or constitute willful misconduct. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

11. At such time as all of the Secured Obligations shall have been Paid In Full and all Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

12. Assignor shall preserve and maintain all rights in the Patents, Trademark and Copyrights, including the payment of all maintenance fees, renewal fees or taxes. Assignor may elect not to preserve or maintain its rights in certain Patents, Trademarks and Copyrights provided such election is with the prior consent of Assignee, which consent will not be unreasonably withheld.

13. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and reasonable expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights (in the event that Assignors fail to discharge their duty pursuant to Section 11 or otherwise), or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Assignors within thirty (30) days of demand by Assignee, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

14. Each Assignor shall have the right, with the consent of Assignee, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Assignee shall cooperate with such Assignor, at such Assignor's reasonable request and expense, in the prosecution or defense of any suit, action or proceeding with respect to the Patents, Trademarks and Copyrights. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs

and expenses, including reasonable legal fees, incurred by Assignee at the request of Assignor as a result of such suit.

15. No course of dealing between any Assignor and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Assignee's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 7.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

21. Each Assignor hereby irrevocably consents to the nonexclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania and the United States District Court for the Western District of Pennsylvania, and each Assignor waives trial by jury in any action or proceeding with respect to this agreement to the full extent permitted by law.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and

that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

23. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

24. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

25. This Agreement amends and restates in its entirety the Patent, Trademark and Copyright Security Agreement dated as of July 31, 2009, by and among Assignors and Assignee (the "2009 Patent, Trademark and Copyright Security Agreement"); and the Assignors confirm that the 2009 Patent, Trademark and Copyright Security Agreement has at all times, since the date of the execution and delivery of such document, remained in full force and effect and continued to secure such obligations which are continued as the Secured Obligations hereunder as amended hereby; and, all such Patents, Trademarks and Copyrights shall continue to secure the Secured Obligations hereunder. Assignors and Assignee acknowledge and agree that the amendment and restatement of the 2009 Patent, Trademark and Copyright Security Agreement by this Agreement is not intended to constitute, nor does it constitute, a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations, liabilities, or indebtedness under the 2009 Patent, Trademark and Copyright Security Agreement or the collateral security therefor and this Agreement is entitled to all rights and benefits originally pertaining to the 2009 Patent, Trademark and Copyright Security Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION

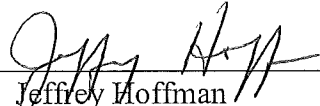
By: 

Name: John P. Wojcik

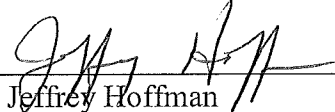
Title: Vice President

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

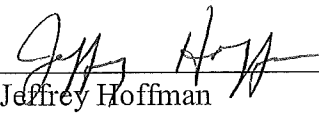
VECTOR SECURITY, INC.

By:  (SEAL)
Name: Jeffrey Hoffman
Title: Vice President, Finance

VECTOR SECURITY HOLDINGS, INC.

By:  (SEAL)
Name: Jeffrey Hoffman
Title: Vice President, Finance

THE JUPITER GROUP, INC.

By:  (SEAL)
Name: Jeffrey Hoffman
Title: Vice President, Finance

SCHEDULE A

**PATENT, TRADEMARK AND COPYRIGHT
COLLATERAL SECURITY AGREEMENT**

**LIST OF PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

1. VECTOR SECURITY, Trademark Certificate of Registration Number 1,823,487 registered on February 22, 1994;
2. BEYOND SECURITY SYSTEMS . . . SECURITY SOLUTIONS, Trademark Certificate of Registration Number 2,549,912, registered on March 19, 2002;
3. VECTORVISION, Trademark Certificate of Registration Number 2,951,464, registered on May 17, 2005;

SCHEDULE B
PATENT, TRADEMARK AND COPYRIGHT
COLLATERAL SECURITY AGREEMENT

LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS

None