

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. SECURITY ASSOCIATES, INC.		07/07/2014	CORPORATION: DELAWARE
INTERNATIONAL SECURITY ASSOCIATES, INC.		07/07/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	127 PUBLIC SQUARE		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	72048384	ADVANCE	
Serial Number:	86200695	GATEMASTER	
Serial Number:	86044596	GUEST VERIFICATION SYSTEM	
Serial Number:	77529839	HEALTHCARE PARTNERS	
Serial Number:	86044600	INSTANT ALERT!	
Serial Number:	86044597	RED BOX ALERT	
Serial Number:	85958189	SCHEDULEMASTER	
Serial Number:	85510854	SECURITY INFORMATION SYSTEMS	
Serial Number:	86044602	SOLUTIONS FOR A SAFER WORLD	
Serial Number:	86051723	U.S. SECURITY ASSOCIATES AVIATION SERVIC	
Serial Number:	86258021	U.S. SECURITY ASSOCIATES AVIATION SERVIC	
Serial Number:	86051738	U.S. SECURITY ASSOCIATES STAFFING, INC.	
Serial Number:	86051732	U.S. SECURITY ASSOCIATES GOVERNMENTAL SE	
Serial Number:	85813189	INTERNATIONAL SECURITY ASSOCIATES	
Serial Number:	85849196	INTERNATIONAL SECURITY ASSOCIATES ISA	
CORRESPONDENCE DATA			
Fax Number:			

CH \$390.00 72048384

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2125305175
Email: jmarkham@milbank.com
Correspondent Name: Jordan P. Markham
Address Line 1: 1 Chase Manhattan Plaza
Address Line 2: Milbank Tweed
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	36990.00700
NAME OF SUBMITTER:	Jordan P. Markham
SIGNATURE:	/Jordan P. Markham/
DATE SIGNED:	07/22/2014

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT dated July 7, 2014 (this “**IP Security Agreement Supplement**”), is made by U.S. SECURITY ASSOCIATES, INC., a Delaware corporation, INTERNATIONAL SECURITY ASSOCIATES, INC., a Georgia Corporation, and STAFF PRO INC., a California corporation (the “**Additional Grantors**”) in favor of KeyBank National Association, as administrative agent (the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, U.S. Security Associates Holdings, Inc., a Delaware corporation, as the Borrower, and U.S. Security Associates Holdings II Corp. (f/k/a Valour Holdings I Corp.), a Delaware corporation (“**Holdings**”), have entered into a Credit and Guaranty Agreement dated as of July 28, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, including by the First Amendment to Credit and Guaranty Agreement, dated as of February 10, 2012 and the Second Amendment to Credit and Guaranty Agreement, dated as of July 31, 2013, the “**Credit Agreement**”) with KeyBank National Association, as the Swing Line Lender, the L/C Issuer and the Administrative Agent, the other Agents named therein and the Lenders party thereto.

WHEREAS, under the terms of the Security Agreement, dated as of July 28, 2011, made by the Grantors and such other Persons to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), the Additional Grantors have agreed to grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in any intellectual property collateral of such Additional Grantors and have agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Grantors agree as follows:

SECTION 1. Grant of Security. The Additional Grantors hereby grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Additional Grantors’ right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Additional Grantors now have or hereafter acquires an interest and wherever the same may be located (the “**IP Collateral**”):

- (i) all patents and patent applications, including, without limitation, the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) all trademark and service mark registrations and applications, including, without limitation, the trademark and service mark registrations and

applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Additional Grantors, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Additional Grantors accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “IP Collateral” shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any of the Grantors), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the IP Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the IP Collateral attached hereto as Schedules A, B and C.

SECTION 3. Security for Obligations. The grant of a security interest in the IP Collateral by the Additional Grantors under this IP Security Agreement Supplement secures the payment of all Obligations of the Additional Grantors now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including

any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Additional Grantors authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Additional Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Additional Grantors has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

U.S. SECURITY ASSOCIATES, INC.

By: 
Name: L. J. Paul Lutz
Title: Vice President, General Counsel &
Secretary

[Signature Page to Intellectual Property Security Agreement Supplement]

INTERNATIONAL SECURITY ASSOCIATES,
INC.

By: _____

Name: L. J. Paul Lutz

Title: Vice President, General Counsel &
Secretary

[Signature Page to Intellectual Property Security Agreement Supplement]

TRADEMARK
REEL: 005327 FRAME: 0238

**Schedule A to the
Intellectual Property Security Agreement Supplement**

PATENTS

<u>Grantor</u>	<u>App./ Patent No..</u>	<u>Country</u>	<u>App./ Reg. Date</u>
U. S. Security Associates, Inc.	13/424216	U.S.	07-18-2008 (Filed)
U. S. Security Associates, Inc.	13/671215	U.S.	11-07-2011

**Schedule B to the
Intellectual Property Security Agreement Supplement**

TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>App./ Reg. No.</u>	<u>App./ Reg. Date</u>
U. S. Security Associates, Inc.	Advance	U.S.	0691812	January 19, 1960
U. S. Security Associates, Inc.	Gatemaster (Truck design)	U.S.	86200695	February 21, 2014
U. S. Security Associates, Inc.	Guest Verification System	U.S.	86044596	August 21, 2013
U. S. Security Associates, Inc.	Healthcare Partners	U.S.	77529839	July 23, 2008
U. S. Security Associates, Inc.	Instant Alert!	U.S.	8604460	August 21, 2013
International Security Associates, Inc.	International Security Associates	U.S.	85813189	December 31, 2012
International Security Associates, Inc.	International Security Associates (and Design)	U.S.	85849196	February 13, 2013
U.S. Security Associates, Inc.	Redbox Alert	U.S.	86044597	August 21, 2013
U.S. Security Associates, Inc.	ScheduleMaster	U.S.	85958189	June 12, 2013
U.S. Security Associates, Inc.	Security Information Systems	U.S.	4362519	January 6, 2012
U.S. Security Associates, Inc.	Solutions for a Safer World	U.S.	86044602	August 21, 2013
U.S. Security Associates, Inc.	U.S. Security Associates Aviation Services	U.S.	86051723	August 29, 2013
U.S. Security Associates, Inc.	U.S. Security Associates Aviation Services (and Patch Design)	U.S.	86258021	April 21, 2014
U.S. Security Associates, Inc.	U.S. Security Associates Staffing	U.S.	86051738	August 29, 2013
U.S. Security Associates,	U.S. Security Associates	U.S.	86051732	August 29, 2013

Inc.	Governmental Services			
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**Schedule C to the
Intellectual Property Security Agreement Supplement**

COPYRIGHTS

None.