

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NextAlarm International, Inc.	04/17/2008
RECEIVING PARTY DATA	
Name:	Bryan Field-Elliot
Street Address:	210 Bryant St., Suite 2C
City:	Ojai
State/Country:	CALIFORNIA
Postal Code:	93023
Name:	H. Alexander Elliot
Street Address:	210 Bryant St., Suite 2C
City:	Ojai
State/Country:	CALIFORNIA
Postal Code:	93023
Name:	Daniel J. Elliot
Street Address:	210 Bryant St., Suite 2C
City:	Ojai
State/Country:	CALIFORNIA
Postal Code:	93023
Name:	NextAlarm Monitoring Services, Inc.
Street Address:	210 Bryant St., Suite 2C
City:	Ojai
State/Country:	CALIFORNIA
Postal Code:	93023

PROPERTY NUMBERS Total: 7

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CH \$280.00 7245703

Property Type	Number
Patent Number:	7245703
Application Number:	10840280
Application Number:	10861790
Application Number:	11226857
Application Number:	11348291
Application Number:	11517025
Application Number:	12018724

CORRESPONDENCE DATA

Fax Number: (214)756-8633
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147408633
Email: dadocket@lockelord.com
Correspondent Name: Mark R. Backofen
Address Line 1: 2200 Ross Ave, Suite 2200
Address Line 2: Locke Lord Bissell & Liddell LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 0101867.00001

NAME OF SUBMITTER: Mark R. Backofen

Total Attachments: 17

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SECURITY AGREEMENT

THIS AGREEMENT is made as of the 17 day of April, 2008, among NextAlarm International, Inc., a Nevada corporation, having an address of 277 E. Amador, Suite 304, Las Cruces NM ("Grantor"), LaserShield Systems, Inc., a Nevada corporation, having an address of 277 E. Amador, Suite 304, Las Cruces NM ("LaserShield") and NextAlarm Monitoring Services, Inc., a California corporation, having an address at 210 Bryant St., Suite 2C, Ojai, CA 93023, Bryan Field-Elliot, an individual resident of California, H. Alexander Elliot, an individual resident of California, and Daniel J. Elliot an individual resident of California (each a "Secured Party" and collectively "Secured Parties").

WHEREAS, pursuant to the Asset Purchase Agreement dated April 1, 2008 between Grantor, LaserShield, and Secured Parties (the "Purchase Agreement"), Grantor has acquired and now owns the Collateral (as hereinafter defined); and

WHEREAS, as contemplated by the Purchase Agreement, Grantor is to grant to the Secured Parties a continuing security interest in the Collateral in order to secure the payment and performance of the Obligations (as hereinafter defined);

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

A. SECURITY INTEREST. Grantor hereby grants to Secured Parties a first priority security interest in and to:

(i) All of Grantor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto;

(ii) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, (the "Patent Collateral");

(iii) All of Grantor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto;

(iv) All of Grantor's right, title and interest, in and to Seller IP Rights (as such term is defined in the Purchase Agreement), in the state as exists on the date hereof, having been acquired by Grantor under the Purchase Agreement (such right, title and interest described in this Section A(iv) and the above in Sections A(i),(ii) and (iii) collectively are referred to herein as the "Secured IP");

(v) All of Grantor's rights to register trademark claims in the Secured IP under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of the Secured Parties for past, present, and future infringements of the trademarks, registrations, or

trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(vi) All of Grantor's right, title, and interest in the Secured IP to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of the Secured Parties for past, present, and future infringements of the Secured IP, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) All of Grantor's rights to register copyright claims regarding the Secured IP under any federal copyright law or regulation of any foreign country and to apply for registrations with respect to the Secured IP, the right (without obligation) to sue in the name of Grantors or in the name of Secured Parties for past, present, and future infringements of the Secured IP (but not obligations) corresponding thereto in the United States and any foreign country;

(viii) All general intangibles relating to the foregoing; and

(ix) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral

(all of the foregoing are collectively referred to herein as the "Collateral").

B. OBLIGATIONS SECURED. The security interests granted to Secured Parties in this Agreement shall secure the prompt and indefeasible payment and performance of all obligations, liabilities and indebtedness of Grantor to Secured Parties arising under this Agreement, the Closing Notes (as such term is defined in the Purchase Agreement), and obligations to make payments under Section 7.1.2 of the Purchase Agreement if a court of competent jurisdiction has held in a final and non-appealed and non-appealable order that Grantor or LaserShield Systems, Inc. is required to make such payment under such section and such failure continues unremedied for a period of 15 days after written notice has been delivered to Grantor or LaserShield Systems, Inc. (all the foregoing hereinafter referred to as the "Obligations").

C. REPRESENTATIONS WARRANTIES AND COVENANTS. Grantor hereby represents, warrants, and covenants that:

1. Grantor will pay and perform all of the Obligations according to their terms.

2. Grantor shall preserve and protect the Collateral and shall pay when due all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to the Patent Collateral, provided that if Grantor determines, in its reasonable commercial judgment, that ceasing to use, prosecute or maintain any Collateral is prudent from a business standpoint, Grantor will provide written notice of its judgment to Sellers' Nominee (as

defined below), and Grantor and Sellers' Nominee shall negotiate in good faith regarding how to proceed with the Collateral.

3. Grantor will make reasonable efforts to use proper statutory notice in connection with its use of each of its copyrights, patents, service marks, and trademarks.

4. Except for the filing of a financing statement with the Secretary of State of Nevada and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or, to Grantor's knowledge, for the perfection of or the exercise by Secured Parties of their rights hereunder to the Collateral in the United States. Grantor further authorizes the Secured Parties to have this Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

5. The source code that is part of the Secured IP will be deposited with and held by the Escrowee pursuant to the terms of the Escrow Agreement among the parties hereto and the Escrowee, of even date herewith.

D. FURTHER ASSURANCES. In general, the Grantors shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be reasonably necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Collateral; provided that if Grantor determines, in its reasonable commercial judgment, that ceasing to use, prosecute or maintain any Collateral is prudent from a business standpoint, it shall provide written notice of such judgment to Sellers' Nominee, and Grantor and Sellers' Nominee shall negotiate in good faith regarding how to proceed with the Collateral. Subject to the foregoing, the Grantor shall not take or fail to take any reasonable action, nor permit any action to be taken or not taken by others under its control, which would adversely affect the validity, grant or enforcement of the Collateral. Grantor will, at its expense, perform all acts and execute all documents requested at any time by the Secured Parties to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement.

E. NO TRANSFER. Except as otherwise expressly provided in this Agreement, without the Sellers' Nominee's prior written approval (which can be withheld in Sellers' Nominee's sole and absolute discretion), Grantor shall not mortgage, pledge, assign, license, encumber, grant a security interest in, abandon, transfer, license or alienate any of the Collateral, or enter into any agreement which is inconsistent with the Grantor's obligations under this Agreement, except for any licenses from time to time between Grantor and its Affiliates, and any liens or encumbrances which are subordinate to those of Secured Parties. "Affiliate" means, with respect to any Person, any Person which, directly or indirectly, controls, is controlled by, or is under common control with, the specified Person or is a director, manager or officer of such Person. For purposes of this definition, the term "control" as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Person, whether through ownership of voting securities or otherwise. "Person" means any

individual, corporation (including any not-for-profit corporation), partnership, limited liability partnership, joint venture, estate, trust, firm, company (including any limited liability company or joint stock company), association, organization, entity or governmental unit.

F. EVENTS OF DEFAULT. The following shall be events of default under this Agreement (each an "Event of Default" and collectively, "Events of Default"): (a) Grantor shall default on the obligations, terms, conditions, representations, warranties, covenants or agreements hereunder, and the same is not cured within thirty (30) days after Grantor's receipt of written notice thereof from Sellers' Nominee, or (b) the occurrence of any "Event of Default" as defined under either Closing Note.

G. REMEDIES UPON DEFAULT. Upon and during the occurrence of an Event of Default, the Secured Parties' sole and exclusive remedy under this Agreement and applicable law (except as otherwise provided in the Stock Pledge Agreement of even date herewith among LaserShield and Secured Parties), including without limitation the Uniform Commercial Code, shall be to cause the collateral assignments relating to the Collateral that were executed by Grantor and deposited into escrow under the Escrow Agreement to be released from escrow to the Secured Parties, thereby assigning the Collateral to the Secured Parties, in full satisfaction of all Obligations, with the Secured Parties having no right to any deficiency. Notwithstanding anything to the contrary herein, in the event that any of the Collateral ceases to be owned by the Grantor upon or following an Event of Default, the Secured Parties agree that they shall cause such Collateral to be licensed to LaserShield pursuant to the Contingent License Agreement dated of even date herewith between the Grantor, LaserShield and Secured Parties, and/or (to the extent that any third party or parties obtain(s) any of the Collateral) pursuant to one or more third party license agreements containing terms consistent with such Contingent License Agreement.

H. SECURITY AGREEMENT. This Agreement has been executed and delivered by Grantor for the purposes of registering the security interest of the Secured Parties in the Collateral with the United States Patent and Trademark Office, United States Copyright Office, and corresponding officers in the United States and any state thereof.

I. SECURED PARTY REPRESENTATIVE. Each Secured Party approves the designation of and designates H. Alexander Elliot as the representative (the "Sellers' Nominee") of the Secured Parties and as the attorney-in-fact and agent for and on behalf of each Secured Party with respect to matters regarding this Agreement and the taking by the Sellers' Nominee of any and all actions and the making of any decisions required or permitted to be taken by the Secured Parties under this Agreement, including, without limitation, the exercise of the power to: (a) amend this Agreement, (b) terminate this Agreement; (c) litigate, resolve, settle or compromise any claim with respect to this Agreement; and (d) take all actions necessary in the judgment of the Agreement for the accomplishment of obligations under this Agreement. The Sellers' Nominee shall have authority and power to act on behalf of each Secured Party with respect to the disposition, settlement or other handling of all claims, rights or obligations arising under this Agreement. Each Secured Party shall be bound by all actions taken and documents executed by the Sellers' Nominee in connection therewith, and Grantor shall be entitled to rely on any action or decision of the Representative. This above appointment and grant of authority is

coupled with an interest and is irrevocable. H. Alexander Elliot hereby accepts such appointment.

J. COUNTERPARTS. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

K. ATTORNEYS FEES AND COSTS. In any litigation, arbitration, or other proceeding arising from or relating to this Agreement, the Prevailing Party in such proceeding shall be entitled to recover all fees, costs and expenses related thereto from the other party or parties thereto, including but not limited to reasonable attorneys' and accounting fees, costs and expenses. Prevailing Party means the party whose position is substantially upheld in a final judgment rendered in any litigation, arbitration or other proceeding arising from or relating to this Agreement, or if the final judgment is appealed, that party whose position is substantially upheld by the decision of the final appellate body that considers the appeal.

L. NOTICES. All notices and other communications hereunder shall be in writing and shall be mailed, sent, or delivered in accordance Section 5 of the Notes.

M. SUCCESSORS/AMENDMENTS. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns provided that the assignor shall remain obligated for the acts of the assignee. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by Sellers' Nominee, LaserShield and Grantor.

N. CHOICE OF LAW AND VENUE. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, WITHOUT REGARD TO ITS CHOICE OF LAWS PRINCIPLES. ALL DISPUTES ARISING OUT OF THIS AGREEMENT OR THE OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING DISPUTES THAT MAY ARISE FOLLOWING TERMINATION OF THIS AGREEMENT, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY IN WHICH CARSON CITY, NEVADA IS LOCATED. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE PERSONAL AND EXCLUSIVE JURISDICTION AND VENUE OF SAID COURTS AND WAIVES TRIAL BY JURY AND ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be duly executed as an instrument under seal effective as of the date first above written.

GRANTOR:

NextAlarm International, Inc.

By ADL
Name: Anthony Dohrmann
Title: President

LASERSHIELD:

LaserShield Systems, Inc.

By ADL
Name: Anthony Dohrmann
Title: CEO

SECURED PARTIES:

NextAlarm Monitoring Services, Inc.

By: _____
Name: _____
Title: _____

H. Alexander Elliot

Bryan Field-Elliot

Daniel Elliot

State of New Mexico)
)
COUNTY OF Dona Ana)

ss.:

On this 17th day of April, 2008, before me personally came Anthony Dohrmann having the title President of NextAlarm International, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed; and that he signed his name thereto by order of the Board of Directors of said corporation.

Vivian Goodman
Notary Public

My Commission Expires:



IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be duly executed as an instrument under seal effective as of the date first above written.

GRANTOR:

SECURED PARTIES:

NextAlarm International, Inc.

NextAlarm Monitoring Services, Inc.

By _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LASERSHIELD:

H. Alexander Elliot

LaserShield Systems, Inc.

Bryan Field-Elliot

By _____
Name: _____
Title: _____

D. Elliot
Daniel Elliot

State of _____
COUNTY OF _____

)
)
ss.:

On this _____ day of _____, 2008, before me personally came _____, having the title _____ of NextAlarm International, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

My Commission Expires:

State of New Mexico)
)
COUNTY OF Sandoval)

SS.:

On this 11th day of April, 2008, before me personally came Robert Johnson having the title CEO of LaserShield Systems, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed; and that he signed his name thereto by order of the Board of Directors of said corporation.

Vivian Goodman
Notary Public

My Commission Expires:



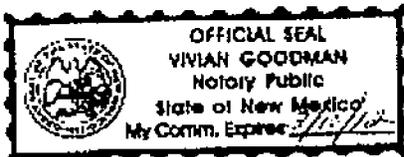
State of New Mexico)
)
COUNTY OF Sandoval)

SS.:

On this 17th day of April, 2008, before me personally came Robert Johnson having the title President of NextAlarm Monitoring Services, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed; and that he signed his name thereto by order of the Board of Directors of said corporation.

Vivian Goodman
Notary Public

My Commission Expires:



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8076262-3 (A&L 4/7/08)

State of _____)
)
COUNTY OF _____)

ss.:

On this _____ day of _____, 2008, before me personally came _____, having the title _____ of LaserShield Systems, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed; and that he signed his name thereto by order of the Board of Directors of said corporation.

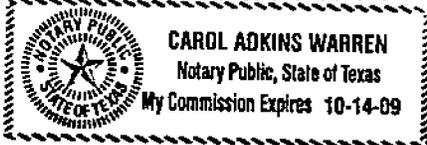
Notary Public

My Commission Expires:

State of Texas)
)
COUNTY OF Dallas)

ss.:

On this 17th day of April, 2008, before me personally came H. Alexander Elliott having the title President of NextAlarm Monitoring Services, Inc., known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed; and that he signed his name thereto by order of the Board of Directors of said corporation.



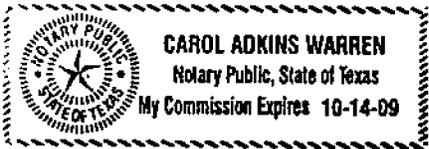
Carol A. Warren

Notary Public

My Commission Expires: 10/14/09

State of Texas)
)
COUNTY OF Dallas) ss.:

On this 17th day of April, 2008, before me personally came H. Alexander Elliot, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed.



Carol A. Warren
Notary Public

My Commission Expires: 10/14/09

State of _____)
)
COUNTY OF _____) ss.:

On this _____ day of _____, 2008, before me personally came Daniel Elliot, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed.

Notary Public

My Commission Expires:

State of _____)
)
COUNTY OF _____) ss.:

On this _____ day of _____, 2008, before me personally came Bryan Field-Elliot, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed.

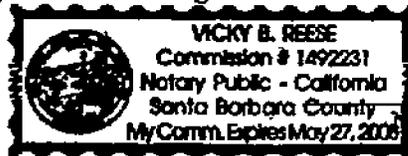
Notary Public

My Commission Expires:

State of California)
COUNTY OF Santa Barbara)

ss.:

On this 17th day of April, 2008, before me personally came Bryan Field-Elliot known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed.



Vicky B. Reese
Notary Public

My Commission Expires: MAY 27, 2008

State of _____)
COUNTY OF _____)

ss.:

On this _____ day of _____, 2008, before me personally came _____, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed.

Notary Public

My Commission Expires:

State of _____)
COUNTY OF _____)

ss.:

On this _____ day of _____, 2008, before me personally came _____, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed.

Notary Public

My Commission Expires:

State of _____)
COUNTY OF _____)

ss.:

On this _____ day of _____, 2008, before me personally came H. Alexander Elliot, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed.

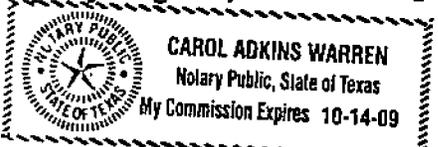
Notary Public

My Commission Expires:

State of Texas)
COUNTY OF Dallas)

ss.:

On this 17th day of April, 2008, before me personally came Daniel Elliot, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed.



Carol A. Warren
Notary Public

My Commission Expires: 10/14/09

State of _____)
COUNTY OF _____)

ss.:

On this _____ day of _____, 2008, before me personally came Bryan Field-Elliot, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledge the same to be his own free act and deed.

Notary Public

My Commission Expires:

EXHIBIT "A"

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
ABBRA	April 4, 2006	3,076,222
NextAlarm.com	June 5, 2007	3,249,281
The BroadBand Alarm Company	November 21, 2006	3,175,728
NextAlarm.com The BroadBand Alarm Company	May 22, 2007	3,244,717
E-Notify	March 25, 2008	3,403,769
V-Notify	November 13, 2007	3,333,730
PERS over IP PoIP	July 10, 2007	3,263,658
Alarms over IP AoIP	November 6, 2007	3,332,971

PENDING TRADEMARKS

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
VOIPALARM.COM MONITORING SERVICES Serial # 77274783	September 7, 2007	Pending

EXHIBIT "B"

PATENTS

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Name of Inventor</u>
Alarm Signal Interceptor, Middleware Processor, and Re-Transmitter using Caller ID	June 17, 2003	Granted, patent 7,245,705	50% Alex Elliot, 25% Daniel Elliot, 25% Bryan Field-Elliot

PATENT APPLICATIONS

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Name of Inventor</u>
Panel Saver CPE Detection	May 7, 2004	10/840,280	50% Alex Elliot, 25% Daniel Elliot, 25% Bryan Field-Elliot
Improvements in Alarm Signal Interceptor, Middleware Processor, and Re-Transmitter	June 7, 2004	10/861,790	50% Alex Elliot, 25% Daniel Elliot, 25% Bryan Field-Elliot
Private VoIP Network for Security System Monitoring	September 14, 2005	11/226,857	50% Alex Elliot, 50% Daniel Elliot
Two-Way Voice and Voice Over IP Receivers for Alarm Systems	February 6, 2006	11/348,291	50% Alex Elliot, 25% Daniel Elliot, 25% Bryan Field-Elliot
Alarm System Activation Platform	September 7, 2006	11/517,025	50% Alex Elliot, 25% Daniel Elliot, 25% Bryan Field-Elliot
Enhanced 911 Notification for Internet Enabled Alarm Systems	January 23, 2008	12/018,724	50% Alex Elliot, 25% Daniel Elliot, 25% Bryan Field-Elliot

EXHIBIT "C"

REGISTERED COPYRIGHTS

None.

UNREGISTERED COPYRIGHTS

Copyright held in the source code comprising part of the Seller IP Rights as defined in the Purchase Agreement, developed 50% by Alex Elliot, by 25% Daniel Elliot, and 25% Bryan Field-Elliot.