

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
U.S. SECURITY ASSOCIATES, INC.	07/28/2011
RECEIVING PARTY DATA	
Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7286048
Patent Number:	7289023
Application Number:	12176048
Application Number:	12547308
Application Number:	11210365
CORRESPONDENCE DATA	
Fax Number:	(212)822-5096
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	nbrowand@milbank.com
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP
Address Line 1:	One Chase Manhattan Plaza
Address Line 2:	Attn: Nathaniel T. Browand
Address Line 4:	New York, NEW YORK 10005
ATTORNEY DOCKET NUMBER:	30045-34300
NAME OF SUBMITTER:	Nathaniel T. Browand

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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated July 28, 2011, is made by the Persons listed on the signature pages hereof (collectively, the “**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, has entered into a Credit Agreement dated as of July 28, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Valour Holdings I Corp., a Delaware corporation (“**Holdings**”), 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. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated July 28, 2011 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

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

- (i) all patents and patent applications, including, without limitation, the patent 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 Grantor, 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 Grantor 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 Collateral of 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 “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 Grantor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the 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. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor 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 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does 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 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 shall be governed by, and construed in accordance with, the laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

VALOUR HOLDINGS I CORP.
U.S. SECURITY ASSOCIATES HOLDINGS,
INC.
U.S. SECURITY HOLDINGS, INC.
MANSFIELD INDUSTRIES, INC.
AMERICAN PREMIER SECURITY, INC.
U.S. SECURITY ASSOCIATES, INC.
INTERNATIONAL SECURITY ASSOCIATES,
INC.
U.S. SECURITY ASSOCIATES VALOR SUB
1, INC.
U.S. SECURITY ASSOCIATES VALOR SUB
2, INC.

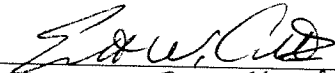
By: Michael J. Geisler
Name: Michael J. Geisler
Title: Vice President, Finance, Chief Financial
Officer and Treasurer

Address for Notices:

[Signature Page to IP Security Agreement]

PATENT
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KeyBank National Association,
as Administrative Agent

By: 
Name: Everett W. Caricott
Title: Managing Director

[Signature Page to IP Security Agreement]

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

PATENTS

Grantor	Title	Patent No.	Issue/Filing Date
U. S. Security Associates, Inc.	SUPERVISED GUARD TOUR SYSTEMS AND METHODS	7,286,048	10-23-2007 (Issued)
U. S. Security Associates, Inc.	SUPERVISED GUARD TOUR TRACKING SYSTEMS AND METHODS	7,289,023	10-30-2007 (Issued)
U.S. Security Associates, Inc.	SUPERVISED GUARD TOUR TRACKING SYSTEMS AND METHODS	WO 2007028172	09-01-2006 (Filed)
U. S. Security Associates, Inc.	SYSTEMS AND METHODS FOR MONITORING AND ACTUATING A VEHICLE GATE	12/176,048	07-18-2008 (Filed)
U. S. Security Associates, Inc.	SYSTEMS AND METHODS FOR TRAINING SECURITY OFFICERS	12/547,308	08-25-2009 (Filed)
U. S. Security Associates, Inc.	SYSTEMS, METHODS AND COMPUTER PROGRAM FOR LABELED FORMS PROCESSING A/K/A USA LINK	11/210,365	8/24/2005 (Filed)

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

TRADEMARKS

Grantor	Mark	Country	Reg. No.	App./Reg. Date
U.S. Security Associates, Inc.	Advance Security (and Shield Design)	U.S.	1530244	March 14, 1989
U.S. Security Associates, Inc.	Advance Security (and Shield Design)	U.S.	1070786	August 2, 1977
U.S. Security Associates, Inc.	Advanced Security (and Star Design)	U.S.	1230573	March 8, 1983
U.S. Security Associates, Inc.	America's Team	U.S.	2807698	January 27, 2004
U.S. Security Associates, Inc.	America's Team	U.S.	3859642	October 12, 2010
OSP Security, Inc.	American Premier Security	U.S.	3671073	August 18, 2009
U.S. Security Associates, Inc.	Enterprise Security Manager	U.S.	2932146	March 8, 2005
U.S. Security Associates, Inc.	Gatmaster	U.S.	3722894	December 8, 2009
U.S. Security Associates, Inc.	Healthcare Security (H USA design)	U.S.	2123215	December 23, 1997
U.S. Security Holdings, Inc.	Market Master	U.S.	2812128	February 10, 2004
U.S. Security Holdings, Inc.	Past Positive	U.S.	2476272	August 7, 2001
U.S. Security Associates, Inc.	Past Positive Online	U.S.	3759331	March 9, 2010
U.S. Security Associates, Inc.	Pay-Positive	U.S.	3917312	February 8, 2011
U.S. Security Associates, Inc.	Post-Positive	U.S.	2083926	July 29, 1997
U.S. Security Associates, Inc.	Premier Concierge Services	U.S.	77751218	June 3, 2009
U.S. Security Associates, Inc.	Premier	U.S.	3095093	May 23, 2006
U.S. Security Associates, Inc.	Protect	U.S.	0847640	April 16, 1968
U.S. Security Holdings, Inc.	Responsive Management	U.S.	2585122	June 25, 2002
U.S. Security Associates, Inc.	Security Engineers	U.S.	2100491	September 23, 1997
U.S. Security Associates	Supervised Guard Tours	U.S.	3118526	July 18, 2006
U.S. Security Associates, Inc.	Tour-Positive	U.S.	3147589	September 26, 2006
U.S. Security Associates, Inc.	U. S. Security Associates (and design: shield patch)	U.S.	2793613	December 16, 2003
U.S. Security Associates, Inc.	U. S. Security Associates	U.S.	2790176	December 9, 2003

[Signature Page to IP Security Agreement]

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Grantor	Mark	Country	Reg. No.	App./Reg. Date
U.S. Security Associates, Inc.	USA U.S. Security Associates (design: flag draped)	U.S.	2849430	June 1, 2004
U.S. Security Associates, Inc.	USALink We're Only One "Click" Away	U.S.	3026482	December 13, 2005
U.S. Security Associates, Inc.	Weather Watch	U.S.	77685567	March 6, 2009
U.S. Security Associates, Inc.	Great Guards	U.S.	2935679	March 29, 2005

Domain Names

1. AMERICANPREMIERSECURITY.COM
2. CSSSURVEY.COM
3. GREATGUARDS.COM
4. INTERNATIONALSECURITYASSOCIATES.NET
5. OSPSECURITY.COM
6. PASTPOSITIVE.COM
7. PASTPOSITIVEONLINE.COM
8. RMPROGRAM.COM
9. RMPROGRAM1.COM
10. RMPROGRAM2.COM
11. RMPROGRAM3.COM
12. RMPROGRAM4.COM
13. RMPROGRAM5.COM
14. RMPROGRAM6.COM
15. RMPROGRAM7.COM
16. SECURINGKNOWLEDGE.COM
17. SECURINGKNOWLEDGE.NET
18. SECURINGKNOWLEDGE.ORG
19. SECURITYCRM.COM
20. THEBEST40.COM
21. TOURPOSITIVE.COM
22. TOURPOSITIVE2.COM
23. USACLIENT.COM
24. USAEMPLOYEE.COM
25. USALOSSPREVENTION.COM
26. USAVMS.COM
27. USSECURITYASSOCIATES.CO
28. USSECURITYASSOCIATES.COM
29. USSECURITYASSOCIATESINC.COM
30. USSECURITYHELPDESK.COM

**Schedule C to the
Intellectual Property Security Agreement**

COPYRIGHTS

None.