

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
Illinois Armored Car Corp.		11/28/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	First Canadian Place		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76091801	CASHTRAK	
Serial Number:	75155173	UAS	
Serial Number:	75085198	UNITED ARMORED SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1621358		
DOMESTIC REPRESENTATIVE			

CH \$90.00 76091801

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

11/30/2005

Total Attachments: 6

source=1969770#page1.tif

source=1969770#page2.tif

source=1969770#page3.tif

source=1969770#page4.tif

source=1969770#page5.tif

source=1969770#page6.tif

TRADEMARK COLLATERAL AGREEMENT

This 28th day of November, 2005, ILLINOIS ARMORED CAR CORP., an Illinois corporation ("*Debtor*"), with its principal place of business and mailing address at 2100 West 21st Street, Broadview, Illinois 60155, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a chartered bank of Canada ("*BMO*"), with its mailing address at First Canadian Place, Toronto, Ontario, Canada M5X 1A1, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors, a lien on and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Agent, as the same has been or may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent, for the ratable benefit of the Secured Creditors, on such Intent-To-Use Application as

collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ILLINOIS ARMORED CAR CORP

By: _____

Name: Stéphan D. Crétier
Its: President and Secretary

BANK OF MONTREAL, as Agent

By: _____

Its: _____

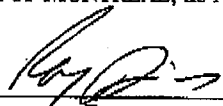
Trademark Collateral Agreement

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ILLINOIS ARMORED CAR CORP.

By: _____
Name: Stéphan D. Crétier
Its: President and Secretary

BANK OF MONTREAL, as Agent

By:  _____
Its: Guy Dumas, Director

Trademark Collateral Agreement

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARKS	SERIAL #	FILED
CashTrak	76/091,801	July 17, 2000
UAS	75/155,173	August 23, 1996
United Armored Services	75/085,198	April 8, 1996

PENDING FEDERAL TRADEMARK APPLICATIONS

None

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None