

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Interest First Supplemental Filing

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Protection One Alarm Monitoring, Inc.		04/24/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2156232	
Registration Number:	1335309	D DYNAMARK SECURITY CENTERS
Registration Number:	3057621	PROTECTION ONE
Serial Number:	78862553	ALWAYS SP1
Serial Number:	78862556	ALWAYS SP1
Serial Number:	78648089	PROTECTION ONE
Serial Number:	78750489	SENIOR SECURE
Serial Number:	78750498	SENIOR SECURE
Serial Number:	78862559	ALWAYS SP1

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714-540-1235

OP \$240.00 2156232

Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0151
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	04/24/2006

Total Attachments: 7

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AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of April 24, 2006 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of **BEAR STEARNS CORPORATE LENDING INC.**, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, **PROTECTION ONE ALARM MONITORING, INC.** (the "Borrower"), has entered into a Credit Agreement, dated as of April 18, 2005, with several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), **BEAR, STEARNS & CO. INC.** and **LEHMAN BROTHERS INC.**, as joint lead arrangers and joint bookrunners (in such capacity, collectively, the "Lead Arrangers"), **LEHMAN COMMERCIAL PAPER INC.**, as syndication agent (in such capacity, the "Syndication Agent"), **HARRIS NESBITT FINANCING, INC.**, as co-documentation agent, **LASALLE BANK NATIONAL ASSOCIATION**, as co-documentation agent and **U.S. BANK NATIONAL ASSOCIATION**, as co-documentation agent (in such capacity, the "Co-Documentation Agents"), and **BEAR STEARNS CORPORATE LENDING INC.**, as administrative agent (in such capacity, the "Administrative Agent").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of April 18, 2005, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, the Trademark Security Agreement was recorded against certain United States Trademark Applications and Registrations at Reel/Frame No. 3097/0436.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. (1) GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or group of countries or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto (including those listed on Schedule I hereto), and (ii) the right to obtain all renewals thereof;

(b) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder);

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(2) LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest (A) is prohibited by any Requirement of Law, (B) requires a filing with or consent from any Governmental Authority pursuant to any Requirement of Law that has not been made or obtained, or (C) constitutes a breach or default under or results in the termination of, or requires any consent not obtained under, any lease, license or agreement, except to the extent that such Requirement of Law or provisions of any such lease, license or agreement is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC to prevent the attachment of the security interest granted hereunder; and (ii) the security interest granted hereby (A) shall attach at all times to all Proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the condition described in clause (i).

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with

the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. APPLICABLE LAW. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

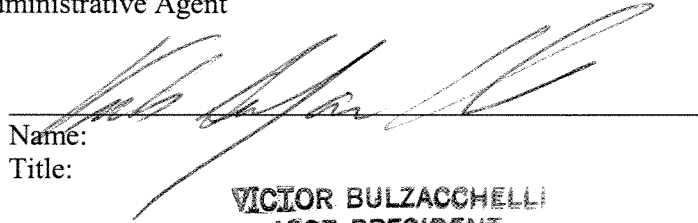
SECTION 5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

Accepted and Agreed:

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: _____



Name:
Title:


VICTOR BULZACCHELLI
VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

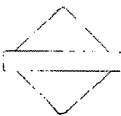
U.S. State Trademark Registration

U.S. State Trademark Registration			
State	Trademark	Reg. No.	Reg. Date
Oregon	PROTECTION ONE	S22862	October 21, 1988

U.S. Trademark Applications

Pending U.S. Federal Trademark Applications		
Trademark	Serial No.	Filing Date
ALWAYSPI	78862553	April 17, 2006
ALWAYSPI	78862556	April 17, 2006
ALWAYSPI	78862559	April 17, 2006
PROTECTION ONE and Design 	78648089	June 10, 2005
SENIOR SECURE	78750489	November 9, 2005
SENIOR SECURE	78750498	November 9, 2005

U.S. Trademark Registrations

U.S. Federal Trademark Registrations		
Trademark	Reg. No.	Reg. Date
Design 	2156232	May 12, 1998
DYNAMARK SECURITY CENTERS and Design	1335309	May 14, 1985 (renewed on May 14, 2005)

U.S. Federal Trademark Registrations		
Trademark	Reg. No.	Reg. Date
PROTECTION ONE and Design 	3057621	February 7, 2006

Non-U.S. Trademark Applications and Registrations

Foreign Trademark Applications and Registrations			
Country	Trademark	App./Reg. No.	App./Reg. Date
Canada	DYNAWATCH	TMA476701	May 23, 1997 (assignment pending)
International Registration	PROTECTION ONE and Design 	A0001879	June 28, 2005 (Pending)
Pakistan	PROTECTION ONE and Design (w/lines)	190100	November 25, 2003 Pending
Pakistan	PROTECTION ONE and Design (w/lines)	195084	April 29, 2004 Pending
Pakistan	PROTECTION ONE and Design (w/lines)	195086	April 29, 2004 Pending
Pakistan	PROTECTION ONE and Design (w/out lines)	190101	November 25, 2003 Pending
Pakistan	PROTECTION ONE and Design (w/out lines)	190099	November 25, 2003 Pending
Pakistan	PROTECTION ONE and Design (w/out lines)	195083	April 29, 2004 Pending
Pakistan	PROTECTION ONE and Design (w/out lines)	195085	April 29, 2004 Pending