

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
U.S. Security Holdings, Inc.		05/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland plc, as Collateral Agent		
Street Address:	101 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10178		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2812128	MARKET MASTER	
Registration Number:	2342949	OUTSOURCE PARTNERS, INC.	
Registration Number:	2342946	OUTSOURCE PARTNERS	
Registration Number:	2476272	PAST POSITIVE	
Registration Number:	2585122	RESPONSIVE MANAGEMENT	
Registration Number:	2348358		
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038264-0002		

OP \$165.00 2812128

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	05/17/2006
Total Attachments: 6 source=TSA#page1.tif source=TSA#page2.tif source=TSA#page3.tif source=TSA#page4.tif source=TSA#page5.tif source=TSA#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 8, 2006 is entered into by U.S. Security Holdings, Inc., a Delaware corporation, U.S. Security Associates, Inc., a Delaware corporation, and certain of their affiliates (collectively, the "Grantors") and The Royal Bank of Scotland plc, as collateral agent for the Secured Parties (in such capacity the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of May 8, 2006 among the Grantors and the Collateral Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to each Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interests granted hereby are granted in conjunction with each security interest granted to each Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS 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, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

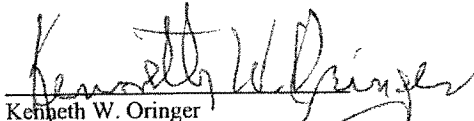
(v) Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

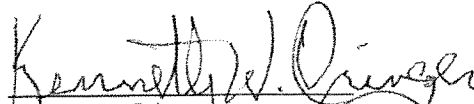
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IN WITNESS WHEREOF, the Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

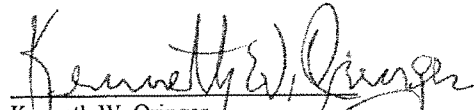
U.S. SECURITY HOLDINGS, INC.

By: 
Kenneth W. Oringer
Executive Vice President, Chief Financial Officer
and Secretary

U.S. SECURITY ASSOCIATES HOLDINGS,
INC.

By: 
Kenneth W. Oringer
Executive Vice President, Chief Financial Officer
and Secretary

OUTSOURCE PARTNERS, INC.
ARKO EXECUTIVE SERVICES, INC.
U.S. SECURITY ASSOCIATES, INC.
OSP SECURITY, INC.

By: 
Kenneth W. Oringer
Executive Vice President, Chief Financial Officer
and Secretary

THE ROYAL BANK OF SCOTLAND PLC,
as the Collateral Agent



By: _____

Name: Curt Lueker

Title: Director

TRADEMARK SECURITY AGREEMENT

II. U.S. REGISTERED TRADEMARKS

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	IC
Advance	1,513,205	11/15/1988	42
Advance	691,812	1/19/1960	42
Advance Security	1,530,244	3/14/1989	42
Advance Security and Shield Design	1,070,786	8/2/1977	42
Advanced Security and Star Design	1,230,573	3/8/1983	42
America's Team	2,807,698	1/27/2004	42
Atlantic Security	2,303,679	12/28/1999	42
Enterprise Security Manager	2,932,146	3/8/2005	9
Great Guards	2,935,679	3/29/2005	35, 45
Healthcare Security H USA design	2,123,215	12/23/1997	42
Market Master	2,812,128	2/10/2004	35
OutSource Partners, Inc. logo	2,342,949	4/18/2000	37, 42
OutSource Partners	2,342,946	4/18/2000	37, 42
Past Positive	2,476,272	8/7/2001	35
Past Positive On-line	78/624984	5/6/2005	9, 35
Post-Positive	2,083,926	7/29/1997	42
Premier	78/512418	11/5/2004	42
Premier Residential Security USA	2,173,942	7/14/1998	42
Premier Residential Security USA	2,384,559	9/12/2000	42
Premier Residential Security USA	2,198,379	10/20/1998	42
Protect	847,640	4/16/1968	16
Responsive Management	2,585,122	6/25/2002	42
Responsive Management Swirl	2,348,358	5/9/2000	37, 42
Security Engineers	2,100,491	9/23/1997	42
Supervised Guard Tours	78/606724	4/12/2005	42
The Protection People	1,362,590	9/24/1985	42
Tour-Positive	78/512390	11/5/2004	45
U.S. Security Associates and design (shield patch)	2,793,613	12/16/200	42
U.S. Security Associates	2,790,176	12/9/2003	42
USA design	1,940,757	12/12/1995	42
USA U.S. Security Associates design (flag draped)	2,849,430	6/1/2004	45
USA Link We're Only One "Click" Away	78/294,497	8/31/2003	45

III. U.S. TRADEMARK APPLICATIONS

NY\1140610

038264-0002

RECORDED: 05/17/2006

**TRADEMARK
REEL: 003311 FRAME: 0198**