

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		GRANT OF SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centreville Security, LLC		06/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as collateral agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1858990	ASSET PROTECTION TEAM	
Registration Number:	1959543	APT	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-0917		
NAME OF SUBMITTER:	Watt Wanapha, Esq. (014951-0917)		
Signature:	/kc for ww/		

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REEL: 003997 FRAME: 0377

Date:

06/02/2009

Total Attachments: 3

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GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Centreville Security, LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 3, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as collateral agent for the Agents and the Lenders thereunder (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 2, 2009.

CENTREVILLE SECURITY, LLC

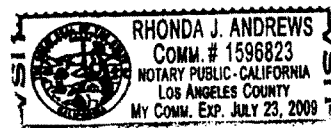
By:


Name: Randy Andrews
Title: Chief Executive Officer

STATE OF California
COUNTY OF Los Angeles ^{ss.:}

On this ____ day of June, 2009, before me personally came Randy Andrews to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the C.E.O. of Centreville Security, LLC, a Delaware limited liability company, and that s/he executed the foregoing instrument in the firm name of Centreville Security, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



[NOTARY SEAL]



Trademark Security Agreement

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademarks

Owner	Country	Trademark	Status	Appln No.	Filing Date	Reg. no.	Reg. Name	Class
Vance International, Inc.	US	ASSET PROTECTION TEAM	Registered	74/409,445	06-Jul-93	1,858,990	18-Oct-94	42
Vance International, Inc.	US		Registered	74/409,444	06-Jul-93	1,959,543	05-Mar-96	42

SRZ-10909306.1

RECORDED: 06/02/2009

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