

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Security Holdings, Inc.		06/03/2009	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:	Foreign Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
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>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038264-0002		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	06/17/2009		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 3, 2009, 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantors 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
Kenneth W. Oringer
Executive Vice President

U.S. SECURITY ASSOCIATES HOLDINGS,
INC.

By: Kenneth W. Oringer
Kenneth W. Oringer
Executive Vice President

MANSFIELD INDUSTRIES, INC.
ARKO EXECUTIVE SERVICES, INC.
U.S. SECURITY ASSOCIATES, INC.
AMERICAN PREMIER SECURITY, INC.

By: Kenneth W. Oringer
Kenneth W. Oringer
Executive Vice President

THE ROYAL BANK OF SCOTLAND PLC,
as the Collateral Agent

By: [Signature]
Name: Deborah DeSanti
Title: DIRECTOR

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	IC
American Premier Security	78,921,088		35/45
Gatemaster	77,279,132		9
Pay Positive	77,044,898		9,36
Responsive Management Swirl	2,348,358		37,42

II. U.S. TRADEMARK APPLICATIONS

None.