

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ROYAL BANK OF SCOTLAND PLC		07/28/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	U.S. SECURITY HOLDINGS, INC.		
Street Address:	200 Mansell Court East		
Internal Address:	Fifth Floor		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2348358		
CORRESPONDENCE DATA			
Fax Number:	(212)822-5096		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	30045-34300		
NAME OF SUBMITTER:	Nathaniel T. Browand		
Signature:	/Nathaniel T. Browand/		

CH \$40.00 2348358

900198337

TRADEMARK
REEL: 004593 FRAME: 0551

Date:

07/29/2011

Total Attachments: 4

source=USSA -- 2009 Trademark Release#page1.tif

source=USSA -- 2009 Trademark Release#page2.tif

source=USSA -- 2009 Trademark Release#page3.tif

source=USSA -- 2009 Trademark Release#page4.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”), dated as of July 28, 2011, is made by THE ROYAL BANK OF SCOTLAND PLC, as collateral agent (the “Collateral Agent”) in favor of U.S. SECURITY HOLDINGS, INC. (the “Borrower”), U.S. SECURITY ASSOCIATES, INC., and certain of their affiliates (collectively, the “Grantors”) (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement and the Pledge and Security Agreement, each as defined below).

WHEREAS, the Borrower and the Collateral Agent entered into that certain Credit and Guaranty Agreement, dated as of May 8, 2006 (as amended by Amendment No. 1, dated as of September 19, 2008 and Amendment No. 2, dated as of September 3, 2010, and as may be further amended, restated or otherwise modified, the “Credit Agreement”), among the Borrower, certain affiliates thereof, the Collateral Agent and the various financial institutions party thereto as lenders thereunder (each individually a “Lender”, and collectively the “Lenders”), pursuant to which Credit Agreement the Lenders made credit extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, and pursuant to that certain Pledge and Security Agreement, dated as of May 8, 2006, among the Borrower, certain affiliates thereof and the Collateral Agent (the “Pledge and Security Agreement”) and that certain Trademark Security Agreement, dated as of June 3, 2009, among the Grantors and the Collateral Agent (the “Trademark Security Agreement”), the Grantors granted security interests in certain intellectual property owned by the Grantors, including, without limitation, the Trademarks listed on Annex I attached hereto (the “Trademark Collateral”); and

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Annex I hereto;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent agrees as follows:

1. The Collateral Agent hereby **RELEASES**, without representation, recourse or warranty whatsoever, all of its security interest in the Trademarks, including without limitation the Trademark Collateral, whether granted pursuant to the Pledge and Security Agreement, the Trademark Security Agreement or any other agreement or document delivered in connection with the Credit Agreement, and the Collateral Agent hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademarks, including without limitation the Trademark Collateral, to the Grantors.

2. The Collateral Agent agrees, at the Grantors’ expense, to cooperate with the Grantors and their Subsidiaries and to provide the Grantors and their Subsidiaries with the information and additional authorization reasonably required or desirable to effect the release of the Collateral Agent’s security interest in the released collateral described herein.

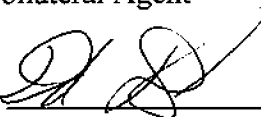
3. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK,

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.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first above written.

THE ROYAL BANK OF SCOTLAND PLC,
as Collateral Agent

By: 
Name: Deborah DeSumms
Title: Managing Director

Release of 2009 Trademark Security Agreement

ANNEX I TO
RELEASE OF TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

Reel/Frame: 004006/0861

Recordation Date: 06/17/2009

U.S. REGISTERED TRADEMARKS

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	IC
American Premier Security	78,921,088		34/45
Gatemaster	77,279,132		9
Pay Positive	77,044,898		9,36
Responsive Management Swirl	2,348,358	05/09/2000	37,42