Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office	
RECORDATION FORM COVER SHEET  TRADEMARKS ONLY		
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  No  Name: HSBC Bank USA, National Association, as Agent Internal Address:  Street Address: 452 Fifth Avenue  City: New York  State: New York  Country: USA  Zip: 10018	
Assignment	Corporation Citizenship  Other Citizenship  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)  Identification or description of the Trademark.  B. Trademark Registration No.(s)  See attached Schedule A	
Additional sheet(s) attached? ✓ Yes No  C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):		
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: James Murray	6. Total number of applications and registrations involved:	
Internal Address: CT Lien Solutions  Street Address: 4400 Easton Commons Way Suite 125	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed	
City: Columbus  State: OH Zip: 43219  Phone Number: 614-280-3566	8. Payment Information:  a. Credit Card Last 4 Numbers Expiration Date  b. Deposit Account Number COM Authorized User Name	
9. Signature:  Signature  Leslie Kirsner  Name of Person Signing	July 2, 2012  Date  Total number of pages including cover sheet, attachments, and document:  7	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## SCHEDULE A

Schedule A to a Security Interest Agreement dated June 29, 2012, by and between Napco Security Technologies, Inc. and HSBC Bank USA, National Association, as Agent.

REGISTRATION NO. OR APPLICATION NO.	REGISTRATION OR FILING DATE	MARK
4,023,950	9/6/2011	IBRIDGE
3,920,856	2/15/2011	NAPCO COMMERCIAL

Security Interest Agreement- 2889987

## SECURITY INTEREST AGREEMENT

WHEREAS, Napco Security Technologies, Inc., a corporation formed under the laws of the State of Delaware, located at 333 Bayview Avenue, Amityville, NY 11701 ("Grantor"), has adopted, used and is using the marks shown in the attached <u>Schedule A</u> (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached <u>Schedule A</u>; and

WHEREAS, Grantor is obligated to HSBC Bank USA, National Association ("HSBC") and various other financial institutions (collectively, "Lenders") and HSBC as agent for Lenders ("Agent") pursuant to (i) a certain Third Amended and Restated Credit Agreement, dated the date hereof, made by Grantor in favor of Agent and (ii) a certain Amended and Restated Continuing General Security Agreement, dated October 28, 2010, made by Grantor in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
June 29, 2012

NAPCO SECURITY TECHNOLOGIES, INC.

By: Rhd Name: Kevin Bichel Its: Sinter V.P.

STATE OF NEW YORK : \$5.: COUNTY OF NEW YORK )

On this 29 day of June, 2012, before me personally came [EVIN BUHEL], to me known, who, being by me duly sworn, did depose and say that s/he is the Evin V.P. of Napco Security Technologies, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

> CARY J. MARKOWITZ NOTARY PUBLIC STATE OF NEW YORK O1MA6105960 NASSAU COUNTY OIMAGIOSGGI NASSAU COMMISSION EXPIRES FEBRUARY 23, 20 PAISE 70, 2016

HSBC BANK USA, NATIONAL ASSOCIATION, as Agent

By: Mh a Duny
Name: Whilp M PANAREUM
Its: 510

Security Interest Agreement - 2889987

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On this day of June, 2012, before me personally came help famulate me known, who, being by me duly sworn, did depose and say that s/he is the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said

Notary Public

CARRIE HO
No. 01HO6229579
Notary Public, State of New York
Qualified in Kings County
My Commission Expires 10/12/2014

Security Interest Agreement - 2889987

TRADEMARK REEL: 004826 FRAME: 0866

**RECORDED: 07/16/2012** 

corporation.