

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUARDIAN OF GEORGIA, INC.		03/31/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION		
Street Address:	4445 WILLARD AVENUE		
Internal Address:	SUITE 600		
City:	CHEVY CHASE		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86350111	SECONDS COUNT	
Serial Number:	86187666	ACKERMAN	
Serial Number:	75410651	THE SIGN OF REAL SECURITY	
Serial Number:	75410652	THE SIGN OF REAL SECURITY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	136128.22		
NAME OF SUBMITTER:	LAURA O'BRIEN		
SIGNATURE:	/S/ LAURA O'BRIEN		
DATE SIGNED:	04/02/2015		

OP \$115.00 86350111

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 31, 2015 (this "Agreement"), made by and among EACH OF THE UNDERSIGNED (each, a "**Grantor**"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent for the lenders described below (together with its successors and assigns in such capacity, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof, by and among the Credit Parties, Administrative Agent and the lenders party thereto (collectively, the "**Lenders**") (as the same may be amended, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans to the Borrowers named therein; and

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of the date hereof, by and among the Grantors and Administrative Agent (as the same may be amended, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), the Grantors have granted a security interest to Administrative Agent, for the benefit of itself and the Secured Parties, in, among other things, all right, title and interest of the Grantors in, to and under all of the Grantors' Intellectual Property (except for such Intellectual Property within the scope of exclusions set forth in Section 2.1(b) of the Guaranty and Security Agreement), whether now owned or hereafter acquired as security for the Obligations from time to time owing by the Credit Parties under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, for the benefit of itself and the Secured Parties, a continuing security interest in and Lien upon such Grantor's entire right, title and interest in its respective Intellectual Property (except for such Intellectual Property within the scope of exclusions set forth in Section 2.1(b) of the Guaranty and Security Agreement), whether now owned or hereafter acquired by such Grantor, and including, without limitation, such Grantor's right, title and interest in and to the patents, patent applications, trademark registrations and applications, and copyright registrations and applications identified on Schedule I attached hereto and made a part hereof and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of

such Credit Party's business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral") as well as re-issues, divisions, continuations, renewals, extensions, continuations-in-part, or other Intellectual Property filings or registrations that claim priority or are derived from any of the foregoing.

3. **Guaranty and Security Agreement.** The security interest and Lien granted pursuant to this Agreement are granted in accordance with the Guaranty and Security Agreement and are expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in and Lien upon the Intellectual Property made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and conditions of which are incorporated by reference herein as if fully set forth herein. The Guaranty and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with any provision of the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. **Purpose.** This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest and Lien herein with the United States Patent and Trademark Office or the Governmental Authority of any state responsible for the recording of security interests against Intellectual Property.

5. **Termination.** Upon termination of the Guaranty and Security Agreement, the security interest and Lien granted pursuant to this Agreement shall be automatically released immediately and the Administrative Agent will execute and deliver to Grantors any releases, termination statements or similar instruments of reconveyance as Grantors may reasonably request. All such instruments and documents shall be prepared by Grantors and filed or recorded by Grantors.

6. **Governing Law; Venue; Trial by Jury.** This Agreement shall be subject to the provisions regarding governing law, venue, and jury trial waiver set forth in Sections 8.14 and 8.15 of the Guaranty and Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile machine, portable document format ("*PDF*") or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The effectiveness of any such documents and signatures shall, subject to Applicable Laws, have the same force and effect as manually signed originals and shall be binding on each Credit Party and Administrative Agent. Administrative Agent may also require that any such documents and signatures be confirmed by a manually signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature. No party may raise the use of a telecopier, facsimile machine,


PDF or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

GRANTOR:

GUARDIAN OF GEORGIA, INC.

By: 

Name: Jeffrey A. [unclear]

Title: CEO Sec/Treas

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Schedule I

U.S. Trademark Registrations and Applications:

Trademark	Jurisdiction	Application #	Registration #	Filing Date
SECONDS COUNT	USA	86/350111		July 28, 2014
ACKERMAN	USA	86/187666	4,662,283	February 7, 2014
ACKERMAN TECHNOLOGY GROUP	Georgia	S-23507	S-23507	July 10, 2007
ACKERMAN SECURITY SYSTEMS	Georgia	S-22497	S-22497	December 30, 2005
ACKERMAN SECURITY SYSTEMS	Georgia	S-22568	S-22568	December 30, 2005
SECONDS COUNT	Georgia	S-20692	S-20692	July 1, 2003
SECONDS COUNT	Georgia	S-20630	S-20630	June 30, 2003
SECONDS COUNT	Georgia	S-20720	S-20720	August 12, 2003
THE SIGN OF REAL SECURITY	Georgia	S-16867	S-16867	Jan 16, 1998
THE SIGN OF REAL SECURITY	USA	75/410651	2,258,073	December 24, 1997
THE SIGN OF REAL SECURITY	USA	75/410652	2,258,074	December 24, 1997
SECURITY BY ACKERMAN & DESIGN	Georgia	S-12320	S-12320	Dec 21, 1992

U.S. Patents and Patent Applications:

N/A

U.S. Copyright Registrations and Applications:

Title	Registration Number/Date	Type of Work	Date of Publication	Copyright Claimant
Ackerman Security Systems, Inc., alarm service agreement.	TX0002009309 / 1987-02-04	Text	1986-08-07	Ackerman Security Systems, Inc.
Ackerman Security Systems, Inc., purchase agreement.	TX0002008912 / 1987-02-04	Text	1986-08-07	Ackerman Security Systems, Inc.
Ackerman Security Systems, Inc., purchase agreement.	TX0002011659 / 1987-02-04	Text	1986-08-07	Ackerman Security Systems, Inc.

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