

**Participation Agreement  
(new Members)**

**ALLIED SECURITY TRUST I  
PARTICIPATION AGREEMENT**

Reference is hereby made to the Third Restated Trust Agreement (as amended from time to time in accordance with its terms, the "Trust Agreement") for Allied Security Trust I, a Delaware statutory trust (the "Trust") heretofore furnished to the undersigned. Capitalized terms used, but not defined, herein shall have the respective meanings given to them in the Trust Agreement.

Prior to or promptly following the execution of this Participation Agreement, the undersigned company (the "Member") shall provide to the Trust: (a) an appropriate tax form (W-9 or W-8BEN), (b) a completed CIP form (or other customer identification form) required by the Trustee, and (c) the Initial Contribution (if applicable) and applicable pro-rated Annual Contribution. If the documentation so provided meets with the Trustee's approval, the Trustee shall notify the Trust that, according to the Trustee's procedures, the Member has been cleared to be admitted to the Trust ("Clearance") provided such that Member otherwise meets the requirements and standards of the Trust, as to all of which the Trustee expresses no opinion. The Member will not be a Participant in the Trust and shall not have the right to make bids or otherwise participate in the acquisition or licensing of Patent Portfolios as described in the Trust Agreement until such time as the Member has received the Clearance.

By execution of this Participation Agreement, and upon achievement of the Clearance within thirty (30) days after execution of this Trust Agreement, the Member shall be a "Participant" under the Trust Agreement and shall have all the rights and be bound to the obligations set forth in the Trust Agreement that are applicable to a Participant. In particular, and without limiting the generality of the foregoing, the undersigned agrees that the Trust Agreement may be amended from time to time in accordance with the terms thereof and that the undersigned shall be bound by any such amendment without having executed an amended version of the Trust Agreement so long as such amendment was adopted in accordance with the terms of the Trust Agreement. If the Member does not achieve the Clearance within such thirty (30) days, then this Participation Agreement shall be terminated and Member shall not be, or deemed to have been, a Participant under the Trust Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Participation Agreement for Allied Security Trust I:

**[MEMBER NAME]**

By:

Name:

Title:

Date:

Director: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Alternate Contact Person: \_\_\_\_\_

Address for notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Fax:

E-mail Address:

Federal Tax ID No.: \_\_\_\_\_