

RECEIVED

12-22-1998

COVER SHEET
LYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

100927653

attached original documents or copy thereof.

1. Name of conveying party(ies):

CAPITAL BUSINESS CREDIT,
a division of Capital Factors, Inc.
700 S. Flower St., Ste. 2001
Los Angeles, CA 90017

- ☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Florida**
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

12-3-98

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Certificate of Sale**

Execution Date: **November 20, 1998**

2. Name and address of receiving party(ies)

Name: **WESLOCK GROUP, L.L.C.**

Internal Address:

Street Address: **10545 S. Memorial**City: **Tulsa** State: **OK** ZIP: **74133**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other **OK limited liability company**

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)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

12-03-1998

U.S. Patent & TMO/TM Mail Rcp. Dt. #01

A. Trademark Application No.(s)

B. Trade. Registration No.(s)

Armored Deadbolt (Reg. No. 1,134,347)Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Mr. Sigi Hinojosa
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ **565**☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

565E

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of *my knowledge and belief*, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine Wilson

Name of Person Signing

Signature

November 24, 1998

Date

Total number of pages including cover sheet, attachments, and document: ☐

List of Trademark Registrations/Applications

Mark	Country	Reg. No/Apln No.	Filing Date	Reg. Date	Record Owner
ARMORED DEADBOLT	U.S.	1,134,347	11/11/77	04/29/80	WNI*
BORDEAU	U.S.	1,906,294	03/12/93	07/18/95	WNI
CHARLESTOWNE	U.S.	1,237,044	08/24/81	05/10/83	WNI
COUPLE-LOCK	U.S.	1,156,966	07/10/78	06/09/81	ABHC**
HERALD SQUARE	U.S.	1,895,881	04/06/94	05/30/95	WNI
MANSION	U.S.	1,887,727	03/30/92	04/04/95	WNI
NATIONAL LOCK	U.S.	885,825	10/18/68	02/10/70	WNI
NATIONAL LOCK	U.S.	886,168	10/18/68	02/17/70	WNI
"N" & design	Canada	289,838	07/29/83	04/13/84	ABHC
"N" & design	U.S.	751,919	01/29/62	07/02/63	ABHC
"N" & design	U.S.	842,195	10/14/66	01/09/68	ABHC
"N" & design	U.S.	1,292,209	06/16/83	08/28/84	ABHC
"N" & design	U.S.	1,321,761	08/22/83	02/26/85	ABHC
"N"	U.S.	1,372,110	07/07/83	11/26/85	ABHC
PLANTATION	U.S.	1,929,227	03/21/94	10/24/95	WNI
SONIC	U.S.	694,888	07/27/59	03/22/60	WNI
SPORTSLOCK	Canada	817,884	07/04/96	Pending	WNI
SPORTSLOCK	U.S.	2,014,008	05/07/92	11/05/96	WNI
SPORTSLOCK & design	U.S.	1,941,115	01/10/95	12/12/95	WNI
TOWNHOUSE	U.S.	1,930,771	03/21/94	10/31/95	WNI
TWINGARD	U.S.	1,091,248	11/02/76	05/16/78	WNI
WESLOCK	Canada	138,888	04/19/72	02/23/73	WC***

* Weslock National, Inc., an Oklahoma corporation

** American Builders Hardware Corporation

*** Weslock Corporation

<i>Mark</i>	<i>Country</i>	<i>Reg. No/Apln No.</i>	<i>Filing Date</i>	<i>Reg. Date</i>	<i>Record Owner</i>
WESLOCK	Dominican Republic	86,555	****	12/30/83	WC
WESLOCK	Mexico	324597	12/19/85	04/23/87	WC
WESLOCK & design	U.S.	695,622	05/05/59	04/05/60	WNI
WESLOCK	U.S.	1,919,246	07/18/94	09/19/95	WNI
WN WESLOCK NATIONAL & design	U.S.	1,921,469	02/08/94	09/26/95	WNI

**** Our records do not reflect the filing date of this registration.

CERTIFICATE OF SALE

In consideration of the execution and delivery by WESLOCK GROUP, L.L.C., an Oklahoma limited liability company ("Buyer") of that certain Loan and Security Agreement, dated of even date herewith, and the documents, instruments and agreements contemplated thereby (collectively, the "Loan Documents"), for the purpose of assuming the indebtedness of WESLOCK BRAND COMPANY, to CAPITAL BUSINESS CREDIT, a division of Capital Factors, Inc. ("Seller"), together with payment of all applicable sales tax (collectively, the "Purchase Price"), and pursuant to and in accordance with the private foreclosure sale conducted by Seller held on the date hereof, Seller does hereby unconditionally and irrevocably sell, convey, assign, transfer and deliver to Buyer, its successors and assigns, all of the right, title and interest of Debtor in and to the assets described on Schedule I attached hereto and incorporated herein by this reference (the "Assets") as may be conveyed pursuant to California Commercial Code (the "UCC") Section 9504(4).

Seller, for itself and its successors and assigns, hereby covenants and agrees that, without further consideration, at any time and from time to time after the date hereof upon the reasonable request of Buyer, it will execute and deliver to Buyer such further instruments of sale, conveyance, assignment and transfer, and take such other action as Buyer may reasonably request in order to effect the conveyance contemplated hereby.

Buyer acknowledges that the Assets are in used condition, having been sold by Seller in the exercise of its rights as a secured creditor under the UCC and that Seller is neither a manufacturer nor distributor of, nor dealer or merchant in, the Assets.

Seller makes no representation or warranty with respect to the Assets other than that Seller is hereby conveying all of Debtor's right, title and interest in and to the Assets to Buyer pursuant to California Commercial Code Section 9504(4). Seller makes no warranty of title or that the Assets are free of liens or claims in favor of others, and makes no warranty of merchantability in respect to the Assets, which are sold in an "as is, where is" condition, with all faults. By acceptance of delivery of the Assets, Buyer affirms that it has not relied on Seller's skill or judgment to select or furnish the Assets for any particular purpose, and that Seller makes no warranty that the Assets are fit for any particular purpose and that there are no representations or warranties, expressed, implied or statutory.

Buyer agrees that it has the sole responsibility with respect to the inspection and any removal or movement of the Assets and that Seller shall have no liability, and that the Purchase Price shall not be reduced nor shall any portion thereof be subject to refund, in the event the Assets do not conform to such description or Buyer shall elect not to take possession or otherwise purchase any portion of the Assets. Buyer agrees that it shall bear all costs and expenses of any removal or movement of the Assets and relocation thereof from the present location(s) of the Assets to the Buyer's location(s).

This is a final and exclusive expression of the agreement of the Seller and the Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Certificate of Sale as of November 20, 1998.

CAPITAL BUSINESS CREDIT,
a division of Capital Factors, Inc.

"Seller"

By 

Title: VICE PRESIDENT

ACCEPTED AND AGREED:

WESLOCK GROUP, L.L.C.,
an Oklahoma limited liability company

"Buyer"

By 

Title: PRESIDENT

Schedule I

All of Weslock Brand Company's interest in the following, wherever located: All of its personal and real property assets, tangible and intangible, including, without limitation, all accounts receivables, inventory, machinery and equipment, securities, installments, investment property and all other intangibles (including, but not limited to, those certain patents, trademarks, and copyright registrations and applications, as specifically described on Schedules A, B, and C attached hereto), deposit accounts, and all money, and all books and records related to any of the foregoing.

List of Copyright Registrations

<i>Title</i>	<i>Record Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
Instructions For Keying National Lock Door Hardware	Keycon Hardware Products, Inc.	TX 571-439	10/24/80
Unlock A House Full Of Business (Weslock Entry Handles & Lock)	American Builders Hardware Corporation	VA 456-065	03/19/91
When We Say It'll Be There, You Can Believe It	American Builders Hardware Corporation	VA 456-066	03/19/91
Nalcor Wireless Burglar Alarms. Easy To Buy. Easy To Use. Easy To Sell	American Builders Hardware Corporation	VA 456-067	03/19/91
Wireless Home Security System	American Builders Hardware Corporation	VA 564-080	03/26/93
Sportslock Logo	Weslock National, Inc.	VA 680-769	10/20/94
Ornamental Knob Designs	American Builders Hardware Corporation	VA 252-185	04/13/93

List of Trademark Registrations/Applications

<i>Mark</i>	<i>Country</i>	<i>Reg. No/Apln No.</i>	<i>Filing Date</i>	<i>Reg. Date</i>	<i>Record Owner</i>
ARMORED DEADBOLT	U.S.	1,134,347	11/11/77	04/29/80	WNI*
BORDEAU	U.S.	Next Action	03/12/93	07/18/95	WNI
CHARLESTOWNE	U.S.	1,237,044	08/24/81	05/10/83	WNI
COUPLE-LOCK	U.S.	1,156,966	07/10/78	06/09/81	ABHC**
HERALD SQUARE	U.S.	1,895,881	04/06/94	05/30/95	WNI
MANSION	U.S.	1,887,727	03/30/92	04/04/95	WNI
NATIONAL LOCK	U.S.	885,825	10/18/68	02/10/70	WNI
NATIONAL LOCK	U.S.	886,168	10/18/68	02/17/70	WNI
"N" & design	Canada	289,828	07/29/83	04/13/84	ABHC
"N" & design	U.S.	751,919	01/29/62	07/02/63	ABHC
"N" & design	U.S.	842,195	10/14/66	01/09/68	ABHC
"N" & design	U.S.	1,292,209	06/16/83	08/28/84	ABHC
"N" & design	U.S.	1,321,761	08/22/83	02/26/85	ABHC
"N"	U.S.	1,372,110	07/07/83	11/26/85	ABHC
PLANTATION	U.S.	1,929,227	03/21/94	10/24/95	WNI
SONIC	U.S.	694,888	07/27/59	03/22/60	WNI
SPORTSLOCK	Canada	817,004	07/04/96	Pending	WNI
SPORTSLOCK	U.S.	2,014,008	05/07/92	11/05/96	WNI
SPORTSLOCK & design	U.S.	1,941,115	01/10/95	12/12/95	WNI
TOWNHOUSE	U.S.	1,930,771	03/21/94	10/31/95	WNI
TWINGARD	U.S.	1,091,248	11/02/76	05/16/78	WNI
WESLOCK	Canada	188,800	04/19/72	02/23/73	WC***

* Weslock National, Inc., an Oklahoma corporation

** American Builders Hardware Corporation

*** Weslock Corporation

<i>Mark</i>	<i>Country</i>	<i>Reg. No/Apln No.</i>	<i>Filing Date</i>	<i>Reg. Date</i>	<i>Record Owner</i>
WESLOCK	Dominican Republic	36,555	****	12/30/83	WC
WESLOCK	Mexico	324537	12/19/85	04/23/87	WC
WESLOCK & design	U.S.	695,622	05/05/59	04/05/60	WNI
WESLOCK	U.S.	1,919,246	07/18/94	09/19/95	WNI
WN WESLOCK NATIONAL & design	U.S.	1,921,469	02/08/94	09/26/95	WNI

**** Our records do not reflect the filing date of this registration.

List of Patents

<i>Title</i>	<i>Country</i>	<i>Patent No.</i>	<i>Filing Date</i>	<i>Issue Date</i>	<i>Record Owner</i>
RE-KEYABLE CYLINDER LOCK	U.S.	4,912,953	09/29/88	04/03/90	Weslock National, Inc.
HIGH SECURITY CYLINDRICAL BORED LOCK	U.S.	4,345,449	12/17/79	08/24/82	Weslock National, Inc.
LATCHING DEVICE WITH ADJUSTABLE BACK SET	U.S.	4,602,490	04/26/85	07/29/86	Weslock National, Inc.
DEADBOLT ASSEMBLY HAVING SELECTABLE BACKSET DISTANCE	U.S.	4,593,542	07/29/83	06/10/86	Weslock National, Inc.
LATCH ASSEMBLY HAVING SELECTABLE BACKSET DISTANCE	U.S.	4,564,229	04/18/83	01/14/86	Weslock National, Inc.
DEADBOLT ASSEMBLY HAVING SELECTABLE BACKSET DISTANCE	U.S.	4,656,849	12/05/85	04/14/87	Weslock National, Inc.
LATCHING DEVICE WITH ADJUSTABLE BACKSET	Canada	1,248,995	12/18/85	01/17/89	Amerock Corporation
DISPLAY SIGN STRIP	U.S.	Des. 273,204	09/18/81	03/27/84	Weslock National, Inc.
DISC TUMBLER LOCK WITH REMOVABLE PLUG	U.A.	4,672,827		11/08/84	Keycon Hardware Products, Inc.