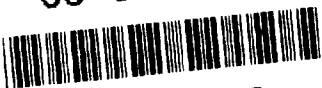


05-06-1999



101030313

To the Honorable Commissioner of

the attached original documents or copy thereof.

MRO
4.19.99

1. Name of conveying party(ies):
 WOC Inc.
 Individual(s) Association
 General Partnership Limited
 Corporation- Delaware Partnership
 Other:
 Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
 Execution Date: January 7, 1999

2. Name and address of receiving party(ies):
 Name: U.S. Lock Corporation
 Internal Address:
 Street Address: 77 Rodeo Drive
 City: Brentwood State: New York Zip: 17117
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-Delaware
 Other -
 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 names(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark registration No.(s)
 See attached schedule
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Rachel S. Jozefacki
 Internal Address: Foley & Lardner

 Street Address: 777 E. Wisconsin Avenue

 City: Milwaukee State: WI Zip: 53202-5367

6. Total number of applications and registrations involved:.....[5]
 7. Total fee (37 CFR 3.41):\$140.00
 Enclosed
 Authorized to be charged to deposit account any fee deficiencies.
 8. Deposit account number: 06-1447
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE



04-19-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

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.

Rachel S. Jozefacki

Name of Person Signing

Rachel S. Jozefacki
Signature

April 14, 1999

Date

05/05/1999 DNGUYEN 00000306 1163405

01 FC:481
02 FC:482

40.00 DP
100.00 DP

Total Number of pages including cover sheet: [5]

SCHEDULE 1

ASSIGNED MARKS

U.S. Lock	Registration Number	1,163,405
U.S. Lock	Registration Number	1,183,470
Security Bow	Registration Number	1,437,712
Nationwide Network of Security Professionals	Registration Number	1,503,483
Big Duty Dead Bolt	Registration Number	1,947,684

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS is made this 7th day of January, 1999 by WOC Inc. a Delaware corporation ("Assignor") to U.S. Lock Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the trademarks set forth on Schedule 1 attached hereto (the "Assigned Marks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

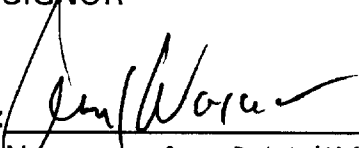
Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that Assignor shall and shall cause each of its affiliates to, from time to time execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations contemplated herein.

This Assignment of Trademarks shall be effective as of the 1st day of January, 1999. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Florida, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed this 1 day of January, 1999.

WOC INC.
ASSIGNOR

By: 
Name: ARMOND WAYMAN
Title: VICE PRESIDENT AND VICE CHAIRMAN

U.S. LOCK CORPORATION
ASSIGNEE

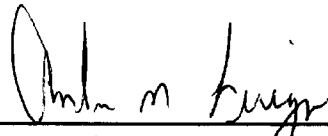
By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed this 7th day of January, 1999.

WOC INC.
ASSIGNOR

By: _____
Name:
Title:

U.S. LOCK CORPORATION
ASSIGNEE

By: 
Name: Andrea M. Ludwig
Title: Vice President, Chief Financial Officer & Secretary