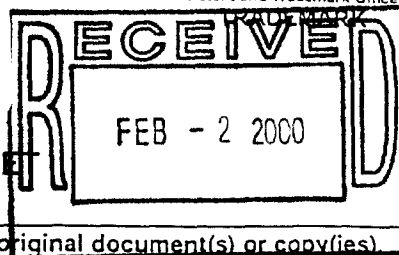


02-23-2000



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2.2.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/22/2000 DNGUYEN 00000241 75727580

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

(40.00 OP)
(200.00 OP)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

TRADEMARK
REEL: 002025 FRAME: 0001

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Elizabeth J. Burns

Elizabeth Burns

January 31, 2000

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 16th day of December, 1999 by and between Liberty Safe and Security Products, Inc., a Utah corporation ("Assignor"), and Heller Financial, Inc., in its capacity as Agent for the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date herewith between Assignor, Agent and the Lenders (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Assignor; and

WHEREAS, pursuant to a certain Security Agreement of even date herewith between Assignor and Agent (as the same may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"), Assignor has granted to Agent for the benefit of the Lenders a continuing security interest in certain of Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill, as security for its indebtedness and other obligations under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Loan Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Obligations, Assignor hereby grants to Agent for the benefit of the Lenders a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing,

including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent for the benefit of the Lenders under this Assignment, Assignor hereby assigns, transfers and conveys to Agent for the benefit of the Lenders all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent, the Lenders and their respective successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Assignor or any other Person by Agent or the Lenders (except that if Agent or any Lender

shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by Assignor. Assignor shall provide Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the Security Agreement and this Assignment.

4. Effect on Security Agreement; Cumulative Remedies. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent under the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Security Agreement, the Credit Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Agent and the Lenders and their respective successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

7. CONSENT TO JURISDICTION. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. ASSIGNOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON ASSIGNOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO ASSIGNOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. JURY TRIAL WAIVER. ASSIGNOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. ASSIGNOR AND AGENT EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. ASSIGNOR AND AGENT HEREBY WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

**LIBERTY SAFE AND SECURITY PRODUCTS,
INC.**

By: Carl Baldassarre
Title: CARL BALDASSARRE

Accepted and Agreed to:

HELLER FINANCIAL, INC., in
its capacity as Agent for the Lenders

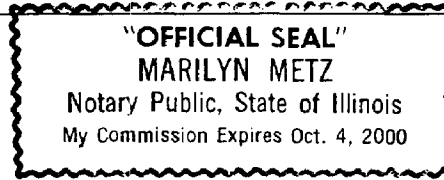
By: [Signature]
Title: Vice President

STATE OF Ill.)
COUNTY OF Cook) SS

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 16th of December, 1999 by CHRISTOPHER O'DONNAN, personally known to me to be the Vice President of Heller Financial, Inc., a Delaware corporation, on behalf of such corporation.

Marilyn Metz
Notary Public

My commission expires:



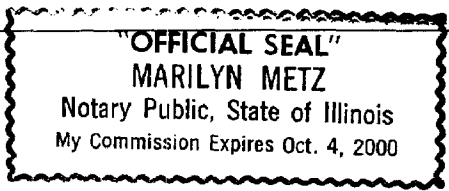
STATE OF Ill.)
COUNTY OF Cook) SS

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 16th of December, 1999 by CARL BALDASSARRE, personally known to me to be the VICE PRESIDENT of Liberty Safe and Security Products, Inc., a Utah corporation, on behalf of such _____.

Marilyn Metz

Notary Public

My commission expires:



GUIDELINES FOR COMPLETING TRADEMARK RECORDATION COVER SHEET

When using this (FORM PTO-1618 A,B, &C), a cover sheet and any necessary continuation sheets must be submitted with each document to be recorded. Enter all required information using standard business block-style print (such as courier 10 pitch). Completed cover sheets will be scanned for image capture. Photocopies of the cover sheets are acceptable. Information required for recordation will be extracted from the cover sheet and cover sheet continuation forms only. Submitted cover sheets and documents will become part of the public record. If a document to be recorded concerns both patents and trademarks, a separate patent and a separate trademark cover sheet, including any attached continuing information, must accompany the document. When the document concerns multiple conveyances or transfers, a cover sheet must be submitted for each, if a separate recordation of each transaction is desired. For assistance in completing this cover sheet and information, call 703 308-9723.

Submission Type - Each submission type requires a new cover sheet. Enter an "X" in the appropriate box indicating the type of submission. If the conveyance document is being submitted for recordation for the first time, enter an "X" in the box for New Assignment. If the submission is a Non-recordation, enter an "X" for Re-submission and provide the document identification number of the original submission. Resubmitted non-recordation documents require a new cover sheet (the new cover sheet shall contain all of the appropriate data and the fee required for recordation). If a previously recorded document requires correction due to a data entry error, enter an "X" for Public Correction and provide the reel and frame number of the original document. Requests to correct the data entry error must be submitted on a new cover sheet. The cover sheet shall contain only the data element in question, the name, date and signature of the person submitting the request, and any other pertinent information, (enter the correspondent's name and address, if it has changed since the document was recorded). If a previously recorded document was submitted with erroneous information, enter an "X" indicating Corrective Assignment and provide the reel and frame number of the previously recorded document. A Corrective Assignment requires a new cover sheet as provided in 37CFR 1.334. If the submission type is not listed, enter an "X" in the Other box and specify the submission type.

Conveyance Type - Enter an "X" in the appropriate box describing the nature of the conveying document. If the document is a nunc pro tunc assignment, enter the effective date using the numerical representation of the date without slashes (/) formatted as MMDDYYYY (05141993). If the conveyance type is not listed, enter an "X" in Other Box and specify the nature of the conveyance .

Conveying Party - Enter the full names of all party(ies) conveying the interest. If the conveying party is an individual, enter the last name first, followed by the first name followed by the middle initial. Separate the last and first name by a comma followed by a blank space. For example, "Carter, Constance M." Separate the last and first name by a comma, followed by a blank space. If the conveying party is a corporation and the corporation name begins with "The", the name must be entered as Longmire Cookie Company, The. A Formerly statement must be entered by placing the word "Formerly " in front of the former business name, separated by a comma (this data is optional). Enter the execution date of the document (i.e. the date the document is signed by each conveying party) using the numerical representation of the month, day, and year without slashes (/) formatted as MMDDYYYY (05141993). Do not use the European date style when entering the date. Indicate the entity and citizenship of each conveying party. If the conveying party is an individual, the country of citizenship must be indicated. If the conveying party is not an individual, then, if it is a U.S. entity, the state under whose laws it is organized should be set out, if it is a foreign entity, the country under whose laws it is organized should be set out. Thus, a U.S. corporation would indicate its state of incorporation, while a foreign corporation would indicate its country of incorporation. The names, execution dates entity and citizenship of additional conveying parties must be entered on the formatted Recordation Form Cover Sheet Continuation. If the entity type is not listed, enter an "X" in the Other Box and specify the entity type. If there are additional conveying parties, enter an "X" in the box indicating additional conveying information is attached. Only the names appearing on the cover sheet and continuation sheets will be recorded.

Receiving Party. - Enter the full name and address of the party(ies) receiving an interest in. If the receiving party is an individual, enter last name first, followed by the first name, followed by the middle initial. Separate the last and first name by a comma, followed by a blank space. If the receiving party is a corporation and the corporation name begins with "The", the name must be entered as " Longmire Cookie Company, The." Indicate the names, and entity of each receiving party. Enter optional information regarding either DBA/AKA/TA , or Composed of, as appropriate. DBA means Doing Business As; AKA means Also Known As; and TA means Trading As. Enter the appropriate acronym (i.e. DBA, AKA, TA, or Composed of) in front of the business name, separated by a comma. For example, Longmire Cookie Company, The, DBA, Longmire Cookies (this data is optional). Enter up to three lines of address: address line 1 is used to enter the street address; address line 2 is

TRADEMARK

REEL: 002025 FRAME: 0010

used to enter the floor/room number, suite number or department location; and address line 3 is used to enter the City, State, and zip code. Use the two letter state code when entering the state, (i.e. VA for the state of Virginia). Only the names which appear on this cover sheet and the Recordation Cover Sheet Continuation form(s) will be recorded.

Indicate the entity and citizenship of each receiving party. If the receiving party is an individual, the country of citizenship must be indicated. If the receiving party is not an individual, then, if it is a U.S. entity, the state under whose laws it is organized should be set out, if it is a foreign entity, the country under whose laws it is organized should be set out. Thus a U.S. corporation would indicate its state of incorporation, while a foreign corporation would indicate its country of incorporation (this data is optional). If the document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of domestic representative should be attached. A designation of domestic representative must be contained in a document separate from the assignment document. Enter an "X" in the box to indicate that a designation of domestic representative is attached. If there is more than one party receiving an interest in the property, enter an "X" in the box to indicate that additional information is attached. Only the names which appear on this cover sheet and the Recordation Cover Sheet Continuation form(s) will be recorded.

Correspondent Name and Address - Enter the full name and address of the party to whom correspondence is to be mailed. Each line of address allows up to 40 characters including spaces. Address information will be used to create a mailing label in order to return the document to the submitter. Enter the telephone number and area code of the correspondent.

Number of Pages - Enter the total number of pages contained in the conveyance document, including any attachments. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets must accompany the document. Do not include the Recordation Form Cover Sheet pages in this total.

Application Numbers or Registration Numbers - Enter the trademark application number(s) (an eight (8) digit number consisting of a two (2) digit series code and a six (6) digit serial number) against which the document is to be recorded. Enter application number(s) as 74105889. **(Do not enter a slash, space or comma between the series code and the serial number).** If an application has matured into a trademark registration, enter the seven digit trademark registration number(s) against which the document is to be recorded. Enter registration numbers as 1714456. **Do not enter both the application number and the registration number for the same property.** Enter application numbers in the space designed for application number(s) and enter registration number(s) in the designated space. Enter property numbers in the designated boxes. Enter an "X" in the appropriate box indicating additional numbers are attached. Enter additional numbers on the Recordation Form Cover Sheet Continuation.

Number of Properties - Enter the total number of applications and registrations identified for recordation including properties indicated on any attached formatted Recordation Form Cover Sheet Continuation(s).

Total Fee Enclosed and Deposit Account Number - A fee is required for each application and patent property against which the document is to be recorded. If the submission concerns multiple conveyances or transfers, a fee must be submitted separately for each property of each conveyance or transfer. Enter the Fee Amount calculated per cover sheet. Enter the Total Fee Enclosed, if payment is made by other than deposit account. If payment is by deposit account, enter the total amount authorized to be charged to the deposit account or merely the "amount due." Enter the deposit account number for authorized charges. Enter an "X" in the Yes or No box indicating authorization to "charge additional fees" to the deposit account. If additional fees are required, the USPTO will generate a request to the USPTO Office of Finance to charge additional fees to the deposit account. A copy of this request will be returned to the submitter with the Notice of Recordation.

Statement and Signature - Enter the name of the person submitting the document. The submitter must sign and date the cover sheet, confirming that to the best of the person's knowledge and belief, the information contained on the cover sheet is correct and that any copy of the document is a true copy of the original document and authorized charges to Deposit Account. The signature and date must appear to the right of the typed name. The document may be signed by the person whose name appears on the documents to be recorded: In the case of an individual, the individual's signature, for a corporation, the signature of an officer, for a partnership, the signature of a general partner, or in any case, the attorney representing such person or entity may sign the document.

**GUIDELINES FOR COMPLETING TRADEMARK RECORDATION COVER SHEET
CONTINUATION**

Enter any additional information on the Recordation Form Cover Sheet Continuation. Use as many continuation sheets as necessary. Use the same guidelines as appropriate for the Item where the additional data will be entered.

Conveying Party - Enter the full names) of all party(ies) conveying the interest. If the conveying party(ies) is an individual, enter the last name followed by the first name and separated by a comma (i.e. Smith, John). If the conveying party is a corporation and the corporation name begins with "The", the name must be entered as Longmire Cookie Company, The. A Formerly statement. must be entered by placing the word "Formerly " in front of the former business name (this data is optional). Enter the execution date of the document (i.e. the date the document is signed by each conveying party. This date must be entered as the numerical representation of the date without slashes (/) formatted as MMDDYYYY (05141993). Do not use the European date style when entering the date. Indicate the entity and citizenship of each conveying party. If the conveying party is an individual, the country of citizenship must be indicated. If the conveying party is not an individual, then, if it is a U.S. entity, the state under whose laws it is organized should be set out, if it is a foreign entity, the country under whose laws it is organized should be set out. Thus, a U.S. corporation would indicate its state of incorporation, while a foreign corporation would indicate its country of incorporation. The names, execution dates entity and citizenship of additional conveying parties must be entered on the formatted Recordation Form Cover Sheet Continuation. If the entity type is not listed, enter an "X" in the Other Box and specify the entity type. If there are additional conveying parties, enter an "X" in the box indicating additional conveying information is attached. Only the names appearing on the cover sheet and continuation sheets will be recorded.

Receiving Party. - Enter the full name and address of the all parties) receiving an interest in the property. If the receiving party is an individual, enter the last name followed by the first name and separate by a comma (i.e. Smith, John). If the receiving party is a corporation and the corporation name begins with "The", the name must be entered as" Longmire Cookie Company, The." Indicate the names, and entity of each receiving party as well as the execution dates) of the document. Enter optional information regarding either DBA/AKA/TA , or Composed of, as appropriate. DBA means Doing Business As; AKA means Also Known As; and TA means Trading As. Enter the appropriate acronym (i.e. DBA, AKA, TA, or Composed of) in front of the business name. For example, Longmire Cookie Company, The, DBA Longmire Cookies. This data is optional. Enter up to three lines of address: address line 1 is used to enter the floor/room number, suite number or department location; address line 2 is used to enter the street address; and address line 3 is used to enter the City, State, and zip code. Use the two letter state code when entering the state, (i.e. VA for the state of Virginia).

Indicate the entity and citizenship of each receiving party. If the receiving party is an individual, the country of citizenship must be indicated. If the receiving party is not an individual, then, if it is a U.S. entity, the state under whose laws it is organized should be set out, if it is a foreign entity, the country under whose laws it is organized should be set out. Thus a U.S. corporation would indicate its state of incorporation, while a foreign corporation would indicate its country of incorporation. If the document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of domestic representative should be attached. A designation of domestic representative must be contained in a document separate from the assignment document. Enter an "X" in the box to indicate that a designation of domestic representative is attached. If there is more than one party receiving an interest in the property, enter an "X" in the box to indicate that additional information is attached. Only the names appearing on the cover sheet and continuation sheets will be recorded.

Application Numbers or Registration Numbers - Enter the trademark application number (an eight (8) digit number consisting of a two (2) digit series code and a six (6) digit serial number. Enter trademark application numbers as 74105889. (Do not enter a slash, space or comma between the series code and the serial number). or trademark registration number (a seven (7) digit number) against which the document is to be recorded. Enter application numbers in the space designed for application number and enter registration numbers in the designated space. If an application has matured into a trademark registration , enter only the registration number. Do not enter both the application number and the registration number for the same property. Enter property numbers in the designated boxes (i.e. 1714456 1654123 1682147). Enter an "X" in the appropriate box indicating additional numbers are attached. Enter additional numbers on the Recordation Form Cover Sheet Continuation.

SCHEDULE A

Patents

<u>Patent</u>	<u>Number</u>	<u>Status</u>
Safe Handle	D354,836	Date of Patent: January 24, 1995
Door Locking Mechanism	5,778,708	Date of Patent: July 14, 1998
Reconfigurable safe interior	09/123,697*	Patent Application: July 28, 1998 Amended Claims: August 6, 1999

SCHEDULE B
Copyrights

None.

SCHEDULE C**Trademarks**

<u>Trademark</u>	<u>Number</u>	<u>Status</u>
National Security Safe Co.	1,505,558	Registered September 27, 1988
Liberty Safes	1,944,913	Registered January 2, 1996
Liberty Safes and Design	1,945,279	Registered January 2, 1996
Quadfire	2,061,045	Registered May 13, 1997
Freedom Safe	2,251,255	Registered June 8, 1999
US Safe	2,276,969	Registered September 7, 1999 On Supplemental Register
Centurion Safe	75/732,123*	Requested Trademark Application April 22, 1999 Trademark Search January 29, 1999 Filing date June 18, 1999 Response to Office Action due March 30, 2000
Mastersafe	75/720,859*	Search for Safemaster March 30, 1998 Requested Trademark Application April 22, 1999 Filing Date June 3, 1999 Response to Office Action due March 24, 2000
Colonial Safe	75/727,580*	Search for Colonial Safe March 24, 1999 Requested trademark application April 22, 1999 Filing date June 14, 1999
Abel Safe & File Co., Inc.	-	Unregistered.

*Application Serial Numbers