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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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ched original documents or copy thereof.

1. Name of conveying party(ies):

Chapman Industries Corp.

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: Beco Acquisition, Inc.

Internal Address: _____

Street Address: 2638 United Lane

City: Elk Grove Village State: IL ZIP: 60007

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State 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 name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment 22
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 2, 1988

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,161,795	1,183,685	1,285,578
1,195,137	1,269,731	
1,183,684	1,256,806	

Additional numbers attached? Yes No

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

Name: Kathryn Jennison Shultz

Internal Address: Jennison & Shultz, P.C.

Street Address: Crystal Plaza #1, Suite 1102
2001 Jefferson Davis Highway

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41):..... \$ 310.00
including special handling fee

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 190E
120E

(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.

Kathryn Jennison Shultz
Name of Person Signing

Signature

August 25, 2000
Date

Total number of pages comprising cover sheet: 1

EXPEDITE

ASSIGNMENT AND RELEASE OF COLLATERAL ASSIGNMENT AND SECURITY INTEREST

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, CHAPMAN INDUSTRIES CORP., an Illinois corporation ("CIC"), LASALLE NATIONAL BANK, a national banking association ("LaSalle"), and BECO ACQUISITION, INC., a Delaware corporation ("Beco"), hereby agree, effective as of this 2nd day of November, 1988, as follows:

TRADE-MARK

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1. CIC hereby assigns, transfers and sets over to Beco the entire worldwide right, title and interest in and to the following:

(a) All inventions, developments and improvements of CIC, the patents and patent applications, including, without limitation, the inventions, developments and improvements described and claimed therein, listed on Schedule A, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereon, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world, including all priority rights (all of the foregoing under this subsection (a) hereinafter collectively referred to as the "Patents").

(b) All trademarks, trademark registrations, trade names and trademark applications of CIC, including, without limitation, the trademarks and trade names and applications and registrations therefor listed on Schedule B, attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (b) hereinafter collectively referred to as the "Trademarks").

(c) The goodwill of CIC's business connected with and symbolized by the Trademarks.

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(d) All assignment and license agreements and permits of CIC with any other party, whether CIC is a licensor or licensee under any such license agreement, including, without limitation, the assignment listed on Schedule C attached hereto and made a part hereof (all of the foregoing under this subparagraph (c) hereinafter referred to collectively as the "Licenses").

(e) All copyrights, copyright registrations and copyright applications of CIC and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (e) hereinafter collectively referred to as the "Copyrights").

All of the foregoing Patents, Trademarks, Licenses, Copyrights, and goodwill and other intellectual property and proprietary rights of CIC set forth above in this paragraph are collectively hereinafter referred to as the "Intellectual Property".

2. LaSalle hereby expressly releases and terminates the COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY dated April 1, 1987, by and between CIC and LaSalle, relating to the Intellectual Property (attached hereto as Exhibit 1) and all of its right, title and interest in and to the Intellectual Property, except as provided in that certain collateral assignment of intellectual property of even date herewith between Beco and LaSalle. The COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY was recorded in the United States Patent and Trademark Office on August 10, 1987, at Reel 0571, Frame 657 with respect to CIC's trademark registrations and applications and on September 8, 1987, at Reel 4759, Frame 189 with respect to CIC's patents and patent applications. LaSalle hereby assigns, transfers and sets over to Beco, to the extent it may claim, the entire worldwide right, title and interest in and to the Intellectual Property. This release and assignment by LaSalle shall be binding upon LaSalle's legal representatives, assigns and successors and shall inure to the benefit of Beco's legal representatives, assigns and successors.

3. CIC and LaSalle agree without charge to Beco but at its expense: (a) to execute (i) all necessary papers to be used in connection with the Intellectual Property as Beco may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings to maintain, protect or enforce, or otherwise relating to, the Intellectual Property,

(iii) all papers and documents which may be necessary in connection with the preparation and filing of any applications for the Intellectual Property or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with Beco in every way possible in obtaining evidence and going forward in any such proceedings; and (c) to perform all other affirmative acts which may be necessary or desirable to maintain, protect or enforce the Intellectual Property in any country throughout the world.

4. CIC and LaSalle hereby authorize and request the Commissioner of Patents and Trademarks of the United States and the Register of Copyrights, and the appropriate officials in any other country, to issue any and all Letters Patent, utility models, design registrations, trademark registrations, copyright registrations, or any other similar grant of rights that may be granted in connection with the Intellectual Property or any additional, continuing or divisional applications thereof to Beco, its successors and assigns.

5. CIC and LaSalle hereby grant to the law firms of Laser, Schostok, Kolman and Frank and Laff, Whitesel, Conte & Saret of Chicago, Illinois, authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or a Patent or Trademark Office of any foreign country.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first stated above.

BECO ACQUISITION, INC.

By: *Paul T. Berg*
Its: President

CHAPMAN INDUSTRIES CORP.

By: *Mulkenin*
Its: Vice President

LASALLE NATIONAL BANK

By: *Dwight H. K.*
Title: *AVP*

TRADE-MARK

REEL 0654 FRAME 01

SCHEDULE A

REEL 0654 FRAME 02
TRADE-MARK

a. United States Patents.

<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>
Des. 262,602	Hood and Ignition Lock (design patent which covers design of "Chapman-Lok" apparatus)	12/16/77
3,634,724*	Auto Theft Prevention System (covers use of zener diode as ignition suppressor in antitheft system)	9/16/69
3,538,725	Hood Locking Device (covers basic Chapman-Lok apparatus, but not Generation III. Expired November, 1987.)	11/10/70
4,539,548	Vehicle Alarm apparatus (covers vehicle alarm employing bi-stable flip-flop)	9/3/85
4,595,903	Tamper Resistant Automotive Antitheft Device	6/16/86
4,611,477	Improved Tamper Resistant Lock Bolt Assembly	9/16/86

SCHEDULE A

b. Foreign Patents.

<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>
166891	Tamper Resistant Automotive Antitheft Device	6/29/88

c. United States Patent Applications.

<u>Application No.</u>	<u>Description</u>	<u>Filing Date</u>
737,690	Antitheft System for Vehicles (covers Phazer apparatus, i.e., infra-red transmitter and receiver)	5/28/85
466,975	Tamper Resistant Lock Bolt Assembly (covers concept of modifying lock cylinder and keeper to prevent defeat by repeated hammering)	2/16/83
095516	Unknown	9/10/87
130084	Unknown	12/8/87
236238	Unknown	8/25/88

d. Foreign Patent Applications.

<u>Application No.</u>	<u>Description</u>	<u>Country</u>	<u>Filing Date</u>
500926	Tamper Resistant Automotive Antitheft Device.	Canada	2/3/86
86101694.7	Tamper Resistant Automotive Antitheft Device.	European Patent Office	2/10/86

REEL 0654 FRAME 03
TRADE-MARK

SCHEDULE B

Trademarks.

The following lists the trademarks currently registered in CIC's name or trademarks for which such registration is pending:

a. **United States Trademarks.**

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
Phazer	1,431,019 ✓	3/3/87
Phazer	1,450,510 ✓	8/4/87
Chapman-Lok	1,113,544 ✓	2/20/79
Chapman	1,161,795 ✓	7/21/81
Insurance Man	1,183,685 ✓	12/29/81
Total Protection	1,195,137 ✓	5/11/82
Chapman	1,183,684	12/29/81
Chapman Black	1,256,807 ✓	11/8/83
Black Panther	1,269,731 ✓	11/13/84
Protection Racket	1,256,806 ✓	11/08/83
Chapman (Service Mark)	1,285,578 ✓	7/10/84
Generation III	1,284,211 ✓	7/3/84
Air Alert	1,342,459 ✓	6/18/85
The Name No One Else Can Take	1,319,888 ✓	2/12/85
Classic	1,482,274	4/29/88
Panther	1,484,204	4/12/88
Chapman Security Systems & Design	1,490,507 ✓	5/13/88

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SCHEDULE B

b. Foreign Trademarks.

<u>Trademark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>
Chapman	0406671	Benelux	2/20/85
Chapman Security Systems & Design	0416693	Benelux	2/14/86
Phazer	0430637	Benelux	3/16/87
The Name No One Else Can Take	0312252	Canada	11/28/86
Generation III	0321095	Canada	11/28/86
Total Protection	0321096	Canada	11/28/86
Chapman-Lok	0321097	Canada	11/28/86
LaMarque Qui Eloigne Les Voleurs	0339666	Canada	4/29/88
Chapman Security Systems & Design	1341918	France	2/7/86
Chapman Security Systems & Design	1113191	Germany	10/22/87
Phazer	11123173	Germany	6/9/88
Chapman Security Systems & Design	0475642	Italy	3/31/87

c. State Trademarks.

<u>Trademark</u>	<u>State</u>	<u>Registration No.</u>	<u>Issue Date</u>
Chapman-Lok	Illinois	48,227	11/5/79
Chapman	Illinois	53,147	6/2/83
Chapman	Massachusetts	34,170	7/25/83

These trademarks have been adandoned in favor of U.S. registration.

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SCHEDULE B

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TRADE-MARK

4. Foreign Trademark Applications.

<u>Trademark</u>	<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>
Chapman Security Systems & Design	555,424	Canada	1/10/86
Chapman	555,429	Canada	1/10/86
Phazer	579,490	Canada	3/6/87
Phazer	0716/87	Ireland	3/4/87
Phazer	34515C	Italy	6/2/87
Phazer	1303135	United Kingdom	unknown

SCHEDULE C

Licenses and Permits.

a. Vest Patent. Grant of an exclusive license by Gary W. Vest to CIC pursuant to the terms of a licensing agreement executed by Vest and CIC on November 20, 1981 to make, use and sell an automotive antitheft system which is the subject matter of United States Patent No. 3,885,164. (Vest reserved a nonassignable right to make, use and sell devices within the scope of this patent.) Payment for the license by CIC to Vest is a running royalty of 6% of net sales of each such antitheft system sold by CIC.

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REEL 0654 FRAME 807

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") made as of April 1, 1987, by Chapman Industries, an Illinois corporation ("Assignor"), and the LaSalle National Bank, a national banking association (the "Assignee"):

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to a certain Loan and Security Agreement, dated December 29, 1986, (together with any and all amendments, revisions, modifications, supplements and restatements thereof and therefor, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meanings as therein defined);

WHEREAS, the Assignee has agreed to make the Loans, from time to time, to or for the account of Assignor on the terms and conditions set forth in the Loan Agreement and the Assignor has agreed to grant to Assignee a mortgage and lien on and a security interest in all of Assignor's patents, patent applications, trademarks, trademark applications, trade names, goodwill, copyrights, and licenses pursuant to this Assignment;

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

1. Collateral Assignment of Intellectual Property.
To secure the full, complete and timely payment and satisfaction of all of Assignor's liabilities, obligations and indebtedness to Assignee, whether arising or incurred pursuant to the Loan Agreement, the Loans, the Notes, the Security Agreement or otherwise (collectively, the "Liabilities"), Assignor hereby collaterally assigns, transfer, sets over and delivers to the Assignor and grants to Assignee (with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default) a first priority mortgage, lien and security interest in and in all of Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (whether registered, filed or recorded):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A, attached hereto and made

Exhibit 1

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REEL 0654 FRAME 08

REEL 4 / 37 FRAME 03

a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (a) hereinafter collectively referred to as the "Patents");

(b) trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and tradenames and applications and registrations therefor listed on Schedule B and B-1, attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (b) hereinafter collectively referred to as the "Trademarks");

(c) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

(d) license agreements, with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing under this subparagraph (c) hereinafter referred to collectively as the "Licenses"); and

(e) copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and registrations and applications therefor listed on Schedule D attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter

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REEL 0654 FRAME 809

due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (e) hereinafter collectively referred to as the "Copyrights").

of the foregoing Patents, Trademarks, Licenses, Copyrights, goodwill and other intellectual property and proprietary rights of the Assignee set forth above in this Section 1 are collectively hereinafter referred to as the "Intellectual Property."

2. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks, Licenses and Copyrights listed on Schedules A, B, B-1, C, and D, respectively, constitute all of the Patents, Trademarks, Licenses and Copyrights now owned by Assignor. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to or become entitled to the benefit of any new patentable invention, patent or trademark application, tradename, trademark, tradename or trademark registration, license, license renewal, copyrights or application or registration therefor, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any Patent, the foregoing shall be subject to the collateral assignment set forth in paragraph 1 hereof. Upon obtaining rights to the foregoing, the Assignor shall give to Assignee prompt written notice thereof, together with amended Schedules A, B, B-1, C and/or D, as applicable, to include the foregoing and shall execute and record any and all other and further documents, agreements or instruments necessary, in the Assignee's discretion, to give the Assignee a valid and first priority mortgage, lien and security interest on and in the foregoing.

3. Restrictions on Future Agreements. Assignor agrees that until the Liabilities shall have been fully and completely paid and satisfied and the Assignee shall no longer have any commitment to make the Loans under the Loan Agreement, Assignor will not, without Assignee's prior written consent, enter into any agreement, whether license, assignment, or otherwise, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment or the Assignor's grant and collateral assignment of a first priority mortgage, lien and security interest under this Assignment.

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4. Agreements and Duties of Assignor. Assignor shall (i) not to sell or assign its interest in, or grant any license under, its Intellectual Property, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Patents and/or Trademarks are used, consistent with the quality of said products as of the date hereof; (iii) not to change the quality of said products without Assignee's express written Consent; and (iv) to provide Assignee, as often as requested thereby, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents, any trademark application of the Trademarks and any copyright application of the Copyrights, pending as of the date hereof or hereafter until the termination of this Assignment pursuant to paragraph 10 hereof, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in pending applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks and in copyright applications and registrations of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Unless the benefits to be derived from the following are negligible, immaterial or the following are otherwise of little or no value, Assignor shall not abandon (i) any right to file a patent, trademark or copyright application, or (ii) any pending patent, trademark or copyright application (iii) or any patent, trademark or copyright (whether pending or otherwise) without the consent of Assignee.

5. Assignee's Right to Sue. From and after the occurrence of an Event of Default and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 5.

6. Power of Attorney. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power (i) at

...me, to endorse Assignor's name on all applications, ...nts, papers and instruments necessary or desirable for the ... to effect or maintain a valid and first mortgage, lien ... security interest on and in and collateral assignment of the ... Intellectual Property, and (ii) from and after the occurrence of ... Event Default and written notice given by the Assignee to ... of Assignee's intention to enforce its rights and ... against any of the Intellectual Property, to (a) grant or ... any exclusive or non-exclusive license under the ... Intellectual Property to anyone, or (b) assign, pledge, convey ... otherwise transfer title in or dispose of the Intellectual ... Property to anyone. Assignee hereby ratifies all that such ...orney shall lawfully do or cause to be done by virtue ... of. This power of attorney shall be irrevocable until the ... bilities shall have been fully and completely paid and ... isfied and the Assignee shall no longer have any commitment ... make the Loans under the Loan Agreement.

7. Assignee's Other Rights and Remedies. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located. All of Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

8. Royalties. Assignor hereby agrees that the use by Assignee of all Intellectual Property as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor.

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TRADE-MARK

9. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege.

10. Termination. This Assignment is made for collateral purposes only and upon full and complete payment and satisfaction of the Liabilities and termination of the Assignee's commitment to make the Loans under the Loan Agreement, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Intellectual Property, subject to any disposition thereof which have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

11. Severability. The provisions of this Assignment shall be severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

13. Binding Effect. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

14. Governing Law. This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

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

Chapman Industries Corp.

By [Signature]
Vice President

ATTEST:

(Corporate Seal)

[Signature]
Secretary

REEL 4 / 59 FRAME 194

TRADE-MARK

REEL 0654 FRAME 13

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Collateral Assignment of Intellectual
Property was executed and acknowledged before me this
day 30, 1987, by J. Mulken, personally known to
me to be the Vice President of Chapman Industries Corp., an
Illinois corporation, on behalf of such corporation.

Notary Public
(Seal)

Pamela M Buckley
Notary Public
Cook County, Illinois

My commission expires:

1-21-89

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REEL 0654 FRAME 014

ACCEPTANCE

The undersigned, LaSalle National Bank accepts the
going Collateral Assignment of Intellectual Property.

LASALLE NATIONAL BANK

DATE: July 13, 1987

By:

Kent J. Hayes
Its: VICE PRESIDENT

TRADE-MARK

REEL 0654 FRAME 815

REEL 4759 FRAME 196

REEL 0654 FRAME 816

TRADE-MARK

SCHEDULE A
TO
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

United States Patents

<u>Inventor</u>	<u>Patent No.</u>	<u>Reel/Frame No. of Previously-Recorded Assignment</u>
Arlasky, David	D 262,602	4692/0925
Guenther, Louis	3,538,725	4659/0840
Vest, Gary	3,634,724	3932/0991
Crites, Allan	4,539,548	4693/0717
Arlasky, David, et al.	4,595,903	4693/0717
Crites, Allan	4,611,477	4693/0717

United States Patent Applications

<u>Inventor</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reel/Frame</u>
Shuler, Eugene	466,975	02/16/83	4693/0717
Arlasky, David	737,690	05/28/85	4693/0717

SCHEDULE A1
TO
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

REEL 0654 FRAME 17
TRADE-MARK

Foreign Patents

NONE

Foreign Patent Applications

<u>Inventor</u>	<u>Serial No.</u>	<u>Country</u>
Arlasky, David	500926	Canada
Arlasky, David	86101694.7	EPC
Crites, Allan	85104893.4	EPC

REEL 4759 FRAME 150

SCHEDULE B
TO
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

TRADE-MARK

REEL 0654 FRAME 18

REEL 4759 FRAME 199

United States Trademarks (Service Marks)

<u>Mark</u>	<u>Registration No.</u>
Phazer	1,431,019
Air Alert	1,342,459
The Name No One Else Can Take	1,319,888
Chapman	1,285,578
Generation III	1,284,211
Black Panther	1,269,731
Chapman Black	1,256,807
Protection Racket	1,256,806
Total Protection	1,195,137
Insurance Man	1,183,685
Chapman	1,183,684
Chapman	1,161,795
Chapman-Lok	1,113,544

United States Trademark (Service Mark) Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Chapman Security Systems & Design	572,048	12/06/85
Phazer	633,991	12/05/86

SCHEDULE B1

TO

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

TRADE-MARK

REEL 0654 FRAME 819

Foreign Trademarks

<u>Title</u>	<u>Req. No.</u>	<u>Country</u>
Chapman	0406671	Benelux
Chapman Security Systems & Design	0416693	Benelux
The Name No One Else Can Take	0312252	Canada
Generation III	0321095	Canada
Total Protection	0321096	Canada
Chapman-Lok	0321097	Canada
Chapman Security Systems & Design	1341918	France

Foreign Trademark Applications

<u>Title</u>	<u>Serial No.</u>	<u>Country</u>
Phazer	0058,144	Benelux
Chapman Security Systems & Design	555,424	Canada
Chapman	555,429	Canada
Phazer	579,490	Canada
La Marque Qui Eloigne Les Voleurs	571,535	Canada
Chapman Security Systems & Design	C34938	Germany
Phazer	C36181	Germany
Phazer	0716/87	Ireland
Phazer	34515C	Italy
Chapman Security Systems & Design	40463C	Italy
Phazer	1303135	United Kingdom

State Trademarks

<u>Mark</u>	<u>Req. No.</u>	<u>State</u>
Chapman	0034170	Massachusetts
Chapman-Lok	0048227	Illincis
Chapman	0053147	Illinois

SCHEDULE B1 - CONTINUED

Trade Names

NONE

REEL 0654 FRAME 820
TRADE-MARK

SCHEDULE C
TO
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

License Agreements

None.

TRADE-MARK

REEL 0654 FRAME 21

SCHEDULE D
TO
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

REEL 0654 FRAME 22
TRADE-MARK

Copyrights

None.

Copyright Applications and Registrations

None.

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