

10-17-2000



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U.S. Department of Commerce
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TRADEMARK

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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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
03 - 20 - 2000

Formerly

694888

- 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)

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

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.)

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002156 FRAME: 0161

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.

Molly D. McKay

9/22/00

Name of Person Signing

Signature

Date Signed

CERTIFICATE OF SALE

In consideration of the payment by VINTAGE HOLDINGS, L.L.C., an Oklahoma limited liability company ("Buyer") of One Million Five Hundred Thousand Dollars (\$1,500,000) to CAPITAL BUSINESS CREDIT, a division of Capital Factors, Inc., a Florida corporation, ("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 WESLOCK GROUP, L.L.C. ("Debtor") in and to the assets described on Attachment 1 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, express or implied, with respect to the Assets, including, but not limited to its right, title or interest therein. By this Certificate of Sale Seller is only intending to convey all of Debtor's right, title and interest in and to the Assets which were conveyed to Seller pursuant to the Acknowledgment of Default, etc., attached hereto as Attachment 1. This Certificate of Sale expressly disclaims any representation or warranty that the Assets are free of liens or claims in favor of others, or that the Assets are merchantable. The Assets 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.

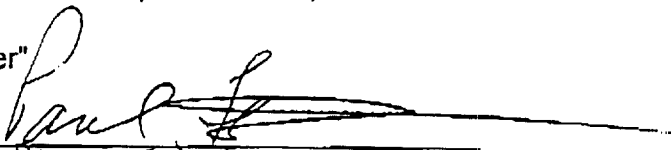
Buyer agrees that it has the sole responsibility with respect to the inspection and any removal or movement of the Assets and that Seller shall have no liability, and that the Purchase Price shall not be reduced nor shall any portion thereof be subject to refund, in the event the Assets do not conform 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 March 20, 2000.


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


"Seller"
By 
PAUL R. OSWELL
Title: VICE PRESIDENT

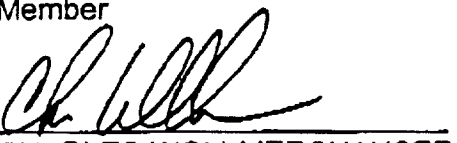
ACKNOWLEDGMENT OF RECEIPT

Buyer hereby acknowledges receipt of the Assets from Debtor in complete satisfaction of Seller's obligations hereunder.

VINTAGE HOLDINGS, L.L.C.,
an Oklahoma limited liability company
"Buyer"

By 
DANNY R. BRUMBLE
Member

By 
RICHARD DODSON
Member

By 
CHARLES WOLLMERSHAUSER
Member

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.

Schedule A

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
Sportalock Logo	Weslock National, Inc.	VA 680-769	10/20/94
Ornamental Knob Designs	American Builders Hardware Corporation	VA 252-185	04/13/93

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Schedule B

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.	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

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WESLOCK NATIONAL

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Apr-14-98 03:26pm From-BUCHALTER 213 895-0400

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List of Trademark Registrations/Applications (cont'd)
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<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	05/03/59	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.

Date: 11-04-97
Jfb Dec. 223305

Schedule C

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 Forward Products, Inc.

Dated: 11 04-97
 us doc 323372