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01-16-2001

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ATTORNEY DOCKET No. 04489.79266



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

101583355

attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Chicago Lock Company  
Tubar Security Products, Inc.**

Individual  Association  
 General Partnership  Limited Partnership  
 Corporation-State: Both Illinois corporations,  
 respectively  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: CompX International Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 200 Old Mill Road  
City: Mauldin State: South Carolina ZIP: 29662

Individual(s) citizenship: \_\_\_\_\_  
 Association: \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation-State: Delaware  
 Other \_\_\_\_\_

Additional name(s) & address(es) attached:  Yes  No  
 A domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: January 10, 2000

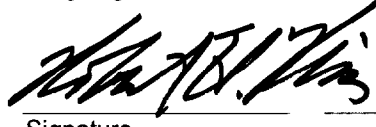
4. Application number(s) or registration number(s):  
A. Trademark Application No(s). \_\_\_\_\_ B. Trademark Registration No(s). 618,635  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Robert H. Resis  
Address: BANNER & WITCOFF, LTD.  
Suite 3000  
Ten South Wacker Drive  
Chicago, Illinois 60606

6. Total number of applications and registrations involved: 10  
7. Total fee (37 CFR §3.41): ..... \$ 265.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit Account No. 01-0850  
(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.*

Robert H. Resis  December 20, 2000  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:

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



01/12/2001 AAHMED1 00000079 010850 618635  
 01 FC:481 40.00 CH  
 02 FC:482 225.00 CH

12-27-2000  
 U.S. Patent & TMO/TM Mail Rpt Dt. #34

TRADEMARK  
REEL: 002211 FRAME: 0686

**ISSUED U.S. TRADEMARK REGISTRATIONS (continued)**

<b><u>Registration No.</u></b>	<b><u>Trademark</u></b>
1,449,258	STARMATIC
1,576,028	QUIK COVER
1,775,205	PACE
1,789,108	TUBAR 121
2,005,525	CHICAGO LOCK CO. (LOGO AND DESIGN)
2,090,323	CHICAGO LOCK CO. (LOGO ONLY)
2,282,221 (Supplemental Register)	Bar Loc & Design
2,336,828	SYSTEM 64
2,310,003	KEYLOCK

## **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 10<sup>th</sup> day of January, 2000, by Chicago Lock Company, an Illinois corporation ("Chicago Lock"), Tubar Security Products, Inc., an Illinois corporation and a wholly-owned subsidiary of Chicago Lock ("Tubar") (collectively, Chicago Lock and Tubar shall be referred to as the "Assignor"), and consented to by Chicago Lock Company, a Delaware corporation and a wholly-owned subsidiary of CompX International Inc., a Delaware corporation ("Assignee").

### **Recitals**

- A. Assignor has adopted, used and is using certain trademark registrations and applications, listed in Exhibit A attached hereto (the "Marks") and has adopted certain corporate names also listed on Exhibit A (the "Names");
- B. Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Marks, including any and all registrations and applications therefor, and all rights to sue and recover for past infringement thereof;
- C. Assignor's use of the Marks has not infringed upon the rights of any third party; and
- D. Assignor has the lawful right to use the Names in Assignee's business and to assign the Names to Assignee.
- E. Pursuant to the terms of that certain Asset Purchase Agreement, by and among Assignor and Assignee, dated as of November 18, 1999 (the "Agreement"), the Assignor has agreed to grant, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Marks and the Names in the United States, its territories and possessions, and throughout the world together with the goodwill of the businesses associated therewith.

### **Agreement**

1. **Assignment.** In consideration of the premises set forth in the Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee pursuant to the Agreement the entire right, title and interest in, to and under the Marks, together with the goodwill of the business in connection with which the Marks are used in the United States and throughout the world, and all registrations of and applications to register the Marks and the Names, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, assignment documents, exhibits, specimens or other documentation as may be reasonably required):

(a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Marks anywhere in the world;

(b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks anywhere in the world, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment;

(c) in obtaining any additional trademark or tradename protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or throughout the world; and

(d) in the implementation or perfection of this assignment.

3. Subsequent Payments. If any proceeds of any of the Marks or any payment thereon is for any reason received by Assignor subsequent to the date hereof, Assignor will remit the same to Assignee immediately in the form of which received, together with all necessary assignments and endorsements.

4. The Agreement. This Assignment is delivered by Assignor to the Assignee pursuant and subject to and in accordance with the terms and conditions of the Agreement. All capitalized terms referred to above are used as defined in the Agreement.

5. Consent of Assignee. Assignee hereby acknowledges and consents to the assignment by the Assignor to Assignee of all of the right, title and interest in the Marks, pursuant to the Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the day and year first above written.

Chicago Lock Company,  
an Illinois corporation

By: Zyle B. Rhoads  
Its: President

Tubar Security Products, Inc.,  
an Illinois corporation and wholly-owned subsidiary  
of Chicago Lock Company, an Illinois corporation

By: William R. Rhoads  
Its: President

Chicago Lock Company,  
a Delaware corporation and wholly-owned  
subsidiary of CompX International Inc.

By: David J. Bowers  
Its: President

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2000, by Lyle B. Shinn Jr., President of Chicago Lock Company, an Illinois corporation, on behalf of the corporation and by William R. Shinn, President of Tubar Security Products, Inc., an Illinois corporation, on behalf of the corporation.

Witness my hand and official seal.



Whitman H. Brisky  
Notary Public

My commission expires: 3/16/01

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2000, by David A. Powers, President of Chicago Lock Company, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.



Whitman H. Brisky  
Notary Public

My commission expires: 3/16/01

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Exhibit A





ISSUED U.S. TRADEMARK REGISTRATIONS

PRIOR COUNSEL FILE NO.	REGISTRATION NO.	REGISTRATION DATE	TITLE	STATUS	FUTURE DUE DATES
1821-4	618,635	1/3/56	ACE	Sec. 8 & 15 Filed	Renewal Due 1/3/2006
1821-35	1,449,258	7/28/57	STARMATIC	Sec. 8 & 15 Filed	Renewal Due 7/28/2007
1821-71	1,576,028	1/9/90	QUIK COVER	Sec. 8 Filed	Renewal Due 1/9/2000
1821-102	1,775,205	6/8/93	PACE	Sec. 8 & 15 Filed	Renewal Due 6/8/2003
1821-104	1,789,108	8/24/03	TUBAR 121	Sec. 8 & 15 Filed	Renewal Due 8/24/2003
1821-119	2,005,525	10/8/96	Chicago Lock Co. (Logo and Design)	Good Standing	Sec. 8 & 15 Due 10/8/2002 Renewal Due 10/8/2006
1821-120	2,090,323	8/26/97	Chicago Lock Co. (Logo Only)	Good Standing	Sec. 8 & 15 Due 8/26/2003 Renewal Due 8/25/2008
1821-177	2,282,221 (Supplemental Register)	9/28/99	Bar Loc & Design		

1821-137	2,336,828	3/28/00	SYSTEM 64	
1821-176	2,310,003	1/18/2000	KEYLOCK	

**ISSUED FOREIGN REGISTRATION**

<b>COUNTRY</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>	<b>TITLE</b>	<b>STATUS</b>	<b>FUTURE DUE DATES</b>
VENEZUELA	52-711-f**	3/20/67	ACE	Renewed	Next renewal due 3/10/2007
CHILE	469,006	4/7/97	ACE	Renewed	Next Renewal due 10/7/2006
CANADA	TMA 146,749	8/16/96	ACE	Renewed	Next Renewal Due 08/26/2011
CANADA	TMA 148,218	12/12/96	FLEX-ACE	Renewed	Next Renewal Due 11/25/2011

\*\* This registration was abandoned December 27, 1998

ISSUED STATE OF ILLINOIS REGISTRATION

PRIOR COUNSEL FILE NO.	REGISTRATION NO.	REGISTRATION DATE	TITLE	STATUS	FUTURE DUE DATES
1821-11	45,883	6/24/77	CHICAGO LOCK COMPANY	Renewed	Next Renewal due 6/24/2007 (Renew every 10 years)
1821-12	45,882	6/24/77	CHICAGO	Renewed	Next Renewal due 6/24/2007 (Renew every 10 years)
1821-13	45,881	6/24/77	CHICAGO ACE	Renewed	Next Renewal Due 6/24/2007 (Renew every 10 years)

**COPYRIGHT REGISTRATIONS**

<b>REG. NO.</b>	<b>ISSUE DATE</b>
TX-1-307-537	3/16/84
TX 2-172-237	10/16/87

**LICENSE AGREEMENTS**

Distributorship Agreement with Camlock Systems U.K. dated 5/21/93 and extend to May 31, 2001