



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lawman Armor Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, 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: May 9, 2001

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address:

Street Address: 135 S. LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other National Bank

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

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

A. Trademark Application No.(s) 76030255 76085737; 75687893; 75689072; 76025914

B. Trademark Registration No.(s)

2358190; 2263728; 2303431; 2299363

Additional number(s) attached Yes No

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

Name: Sean Fox

Internal Address:

Street Address: LaSalle Bank NA

515 East Townline Road

City: Vernon Hills State: IL Zip: 60061

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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 A. Vito, President

Name of Person Signing

Signature

May 9, 2001

Date

13

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

(Lawman)

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Security Agreement") made as of May 9, 2001, by **LAWMAN ARMOR CORPORATION**, a Pennsylvania corporation ("Borrower"), in favor of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association ("Lender") has reference to the following:

WHEREAS, by virtue of that certain Exclusive Patent License Agreement dated December 28, 1998 between Borrower and Robert A. Vito (the "AutoLock License"), Borrower is the exclusive world-wide licensee of certain patents and other intellectual property identified on EXHIBIT A hereto (the "AutoLock Patents"), all of which patents and intellectual property are owned by Robert A. Vito ("Vito").

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (said Loan and Security Agreement, as may be hereafter amended, modified and/or restated from time to time shall hereinafter be referred to as the "Loan Agreement"), which Loan Agreement provides: (i) for Lender to extend credit to or for the account of Borrower; and (ii) for the grant by Borrower to Lender of a security interest in all of Borrower's assets, including, without limitation, any of Borrower's patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

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, Borrower agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms which are used but not defined herein shall have the meanings ascribed to them in the Loan Agreement. To the extent that there is any inconsistency between the terms of this Security Agreement and the terms of the Loan Agreement, the terms of this Security Agreement will govern and be controlling.

2. **Security Interest in Patents, Trademarks and Licenses.** To secure the complete and timely payment of all of the Liabilities, Borrower hereby grants, and creates a security interest in, transfers and conveys to Lender, as and by way of a first security interest having priority over all other security interests (except for the Permitted Liens), with power of sale, to the extent permitted by law and upon and subject to the occurrence of an Event of Default, all of Borrower's right, title and interest in and to all of its now existing and hereafter created or acquired:

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

- (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all income, damages and payments now and hereafter due or payable under or 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;
- (iv) the goodwill of Borrower's business connected with, and symbolized by, the Patents (hereinafter defined); and
- (v) all rights corresponding thereto throughout the world

(all of the foregoing patents and applications, together with the items described in this Subsection 2(a) are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(b) all trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on EXHIBIT B attached hereto and hereby made a part hereof, and:

- (i) renewals or extensions, thereof;
- (ii) - all income, damages and payments now and hereafter due 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;
- (iv) the goodwill of Borrower's business connected with, and symbolized by, the Trademarks (hereinafter defined); and
- (v) all rights corresponding thereto throughout the world

(all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in Subsection 2(b) are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

(c) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Borrower's rights thereunder are hereinafter referred to collectively as the "Licenses") and the goodwill of Borrower's business connected with, and symbolized by, the Licenses.

Lender hereby acknowledges that the patents and other intellectual property which are the subject of the AutoLock License are owned by Vito and not by Borrower and are subject to the terms of the AutoLock License and to that certain Patent, Trademark and License Security Agreement of even date herewith between Vito and Lender (the "Vito P/T Security Agreement"). Borrower hereby specifically represents and warrants that, by virtue of Vito's consent under the Vito P/T Security Agreement, the liens created hereby shall not constitute a default under and are permitted pursuant to the AutoLock License.

3. **Warranties and Representations**. Borrower warrants and represents to Lender that:

(a) The Patents and Trademarks (except for all applications relating to each of the foregoing) and the Licenses have not been adjudged invalid or unenforceable and have not been canceled, in whole or in part, and are presently subsisting;

(b) To the best of Borrower's knowledge, each of the Patents and Trademarks (except for all applications relating to each of the foregoing) and the Licenses is valid and enforceable; provided, however, that Borrower makes no representation or warranty with respect to any future judgment, order or decree issued by a court or other tribunal in the event of any action or contest relating to the Patents, Trademarks or Licenses).

(c) Borrower has adopted, used and is currently using all of the Trademarks (except for certain in use applications identified on EXHIBIT B);

(d) Except for the Pending Litigation, Borrower has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(e) this Security Agreement is a valid and legally binding obligation of Borrower and is enforceable against Borrower in accordance with its terms (except to the extent the same may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting generally the enforcement of creditors' rights and by general principles of equity) and the execution and delivery of this Security Agreement is not in violation of any agreement or court order by which Borrower is bound; and

(f) Borrower has secured abatement and infringement insurance for the Patents (the "Patent Insurance") and agrees to keep and maintain, at its sole cost and expense, all such Patent Insurance in effect until the Liabilities are paid in full in the same amounts and with insurers of similar quality as exist as of the date of this Agreement. Borrower shall deliver to Lender a

certified copy of each policy of insurance, or a certificate of insurance, and (upon request by Lender) evidence of payment of all premiums for each such policy. Such policies of insurance shall contain a standard form lender's loss payable clause (if applicable), showing loss payable to Lender and shall provide that the insurance companies will give Lender at least 30 days written notice before any such policy or policies of insurance shall be altered or canceled. Such policies shall further provide that, where applicable, no act or default of Borrower or any other person shall affect the right of Lender to recover under such policy or policies of insurance in case of loss or damage. Borrower will direct all insurers under such policies of insurance (except those of public liability and product liability) to pay all proceeds payable thereunder directly to Lender (if applicable) if an Event of Default shall have occurred or will occur as a result of the insured loss and, in such a case, Borrower hereby authorizes Lender to make, settle and adjust claims under such policies of insurance and to endorse the name of Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance.

4. **Restrictions on Future Agreements.** Borrower agrees that until the Liabilities shall have been paid in full, Borrower shall not sell, assign or encumber its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Borrower's obligations under this Security Agreement (except to the extent permitted under the Loan Documents), without the prior written consent of Lender, and Borrower further agrees that it shall 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 security interest granted to Lender under this Security Agreement; provided, however, that nothing in this Section 4 shall be deemed to limit Borrower's right or ability to commence or defend any legal proceeding with respect to the Patents or Trademarks or grant or obtain rights under license agreements pertaining to the Patents, Trademarks or Licenses entered into by Borrower after the date hereof, which license agreements and Borrower's rights thereunder shall constitute Licenses and be subject to the terms of this Security Agreement. Borrower and Lender mutually acknowledge that Borrower may wish to license the use of some or all of the Patents in the United States and in foreign countries. Lender hereby consents to such licenses.

5. **New Patents, Trademarks and Licenses.** Borrower represents and warrants that, to the best of Borrower's knowledge, the Patents and Trademarks listed on EXHIBIT A and EXHIBIT B, respectively, constitute all of the Patents and Trademarks now owned by or licensed to Borrower. If, before the Liabilities shall have been paid in full, Borrower shall (a) become aware of any existing Patents, Trademarks or Licenses of which Borrower has not previously informed Lender, (b) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses relating to Borrower's business, or (c) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent relating to Borrower's business, the provisions of this Security Agreement shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending EXHIBIT A and EXHIBIT B, as applicable, to include any such Patents and Trademarks.

6. **Royalties; Terms.** The term of the security interests and liens granted herein shall remain in effect until the earlier of: (a) the expiration of each of the respective Patents, Trademarks and Licenses; or (b) the date on which the Liabilities have been paid in full and all commitments of Lender to lend to Borrower under the Loan Agreement shall have terminated. Upon the occurrence of an Event of Default, Borrower agrees that the use by Lender of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Lender to the Borrower.

7. **Lender's Right to Inspect.** Lender shall have the right, at any time and from time to time during normal business hours and upon reasonable advance notice (if no Event of Default shall have occurred) and prior to payment in full of the Liabilities, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Borrower agrees to use its best efforts to maintain the quality of any and all products produced by it or on its behalf in connection with which the Patents and Trademarks are used, consistent with the quality of said products as of the date hereof. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or an agent appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold, leased or licensed by Borrower under the Trademarks.

8. **Release of Security Agreement.** This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and the termination of all commitments by Lender under the Loan Agreement to lend to Borrower, the security interest granted to Lender hereunder shall automatically and without further notice or action, terminate and Lender shall execute and deliver to Borrower all deeds, assignments and other instruments (including, without limitation, all UCC-3 Termination Statements), and shall take such other actions, as may be necessary or proper to terminate such security interest and revert in Borrower full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

9. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and costs, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices which are required to perfect the security interest granted to Lender, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of the Revolving Note and shall bear interest at the rate prescribed in the Loan Agreement.

10. **Duties of Borrower.** Borrower shall have the duty (a) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full and (b) to use all commercially reasonable efforts to

preserve and maintain all rights in the Patents, Trademarks and Licenses. Any expenses incurred in connection with Borrower's obligations under this Section 10 shall be borne by Borrower. Borrower shall not abandon any Patent, Trademark or License without the consent of Lender and may only abandon pending applications for the same (without Lender's consent) if such is commercially reasonable or is otherwise advisable given the circumstances.

11. **Lender's Right to Sue.** Upon and subsequent to an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. **Waivers.** No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Borrower or Lender, 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 other right, power or privilege.

13. **Severability.** The provisions of this Security Agreement are 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 Security Agreement in any jurisdiction.

14. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. **Default; Remedies; Power of Attorney; Etc.** (a) An Event of Default under the Loan Agreement shall be an Event of Default under this Security Agreement. All of Lender's rights and remedies with respect to the Patents, Trademarks and Licenses, 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. Upon the occurrence of an Event of Default and subject to the provisions of subsection (b) below, Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to: (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents, Trademarks and Licenses; (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Lender deems to be in the best interest of Lender; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall

have been paid in full and all commitments by Lender to lend to Borrower under the Loan Agreement have expired or have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code.

(b) Notwithstanding anything to the contrary contained in Section 15(a), above, upon an Event of Default, Borrower shall have the right, within ninety (90) days after the occurrence thereof, to pay off the full amount (and only the full amount) of the Liabilities and redeem the Patents from the security interest and liens created hereby. During said 90 day period Lender shall not sell the Patents at any public or private sale pursuant to its rights hereunder or under applicable law. Notwithstanding the foregoing, Lender may proceed to serve required notices, advertise for sale and take any and all other actions authorized hereunder with respect to the Patents, Trademarks and Licenses (except for the actual public or private sale of the Patents) during said 90 day redemption period. Immediately upon the expiration of the 90 day redemption period and provided that Borrower shall not have redeemed the Patents as provided for above, then Lender may immediately proceed to sell the Patents pursuant to its rights hereunder without any further notice to Borrower or any other person. The redemption period provided for herein shall run concurrently with (and shall not be in addition to or successive with) any redemption period provided for under the Vito P/T Security Agreement, it being intended that Vito and Borrower shall have one 90 day period for redemption following an Event of Default.

(c) Lender shall apply the proceeds realized from the enforcement of its security interests and lien created by this Agreement in conformity with the provisions of Section 5(d) of the Revolving Note. In the event that, after payment in full of all Liabilities, any excess remains, such excess shall be paid to Borrower. If requested in writing by Borrower, Lender will provide Borrower with a written accounting of the receipt and disposition of all such proceeds after Lender's application thereof.

16. **Binding Effect; Benefits.** This Security Agreement shall be binding upon and inure to the benefit of the Borrower and Lender and their respective successors and assigns. Borrower shall not assign this Security Agreement without the prior written consent of Lender.

17. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

18. **Headings.** Section headings used herein are for convenience only and shall not modify the provisions which they precede.

19. **Further Assurances.** Lender and Borrower agree to execute and deliver such further agreements, instruments and documents (including all UCC Statements and filings required by the United States Patent and Trademark Office), and to perform such further acts, as Lender or

Borrower shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and the agreements set forth herein.

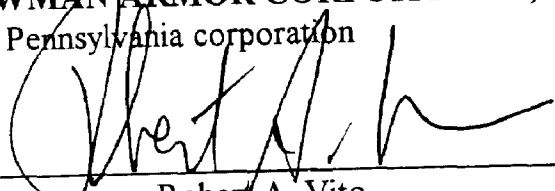
20. **Notices.** All notices required under this Security Agreement will be in writing and will be transmitted in the manner and to the addresses required by the Loan Agreement.

21. **Consent to Jurisdiction.** TO INDUCE LENDER TO ACCEPT THIS MORTGAGE, BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS SECURITY AGREEMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS.

22. **Waiver of Jury Trial.** BORROWER AND LENDER (BY ACCEPTANCE OF THIS SECURITY AGREEMENT), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS SECURITY AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS SECURITY AGREEMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS SECURITY AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EXCEPT FOR ANY SUCH CLAIM BASED UPON LENDER'S INTENTIONAL OR WILLFUL WRONGDOING OR GROSS NEGLIGENCE.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement in favor of Lender as of the date first written above.

BORROWER:
LAWMAN ARMOR CORPORATION,
a Pennsylvania corporation

By: 
Name: Robert A. Vito
Title: President and Chief Executive Officer

**EXHIBIT A
TO
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

Patents

Part 1 - Patents Owned By Borrower

<u>Country</u>	<u>Patent No.</u>	<u>Inventors</u>	<u>Appl. No.</u>	<u>Filed</u>	<u>Patent Date</u>
USA	5,778,706	Testa	08/884,127	06/27/97	07/14/98
USA	N/A	Vito Testa	09/212,230	12/16/98	N/A
PCT	N/A	Vito Testa	PCT/US99/29740	12/15/99	N/A

Testa = Troy M. Testa

Vito = Robert A. Vito

**Part 2 - Patents Owned By Robert A. Vito and
Licensed to Borrower Pursuant to the AutoLock License**

<u>Country</u>	<u>Patent No.</u>	<u>Inventors</u>	<u>Appl. No.</u>	<u>Filed</u>	<u>Patent Date</u>
Australia	N/A	Vito	79706/98	06/17/98	N/A
Brazil	N/A	Vito	PI9812740-3	06/17/98	N/A
Canada	N/A	Vito	2306142	06/17/98	N/A
China	N/A	Vito	98810017.7	06/17/98	N/A
EPO	N/A	Vito	98930282.3	06/17/98	N/A
Israel	N/A	Vito	N/A	06/17/98	N/A
Japan	N/A	Vito	2000-516165	06/17/98	N/A
North Korea	N/A	Vito	00-1067	06/17/98	N/A
South Korea	N/A	Vito	2000-7003869	06/17/98	N/A
Mexico	N/A	Vito	003473	06/17/98	N/A
New Zealand	N/A	Vito	503369	06/17/98	N/A
Poland	N/A	Vito	P-339758	06/17/98	N/A
Singapore	N/A	Vito	200001380-5	06/17/98	N/A
Turkey	N/A	Vito	2000/00947	06/17/98	N/A
Taiwan	N/A	Vito	87109196	06/10/98	N/A
U.S.	5,870,912	Vito	08/949,009	10/10/97	02/16/99
U.S.	5,881,587	Vito	09/004,666	01/08/98	03/16/99

U.S.	6,089,055	Vito	09/268,803	03/16/99	07/18/00
U.S.	6,192,724	Vito	09/495,098	02/01/00	02/27/01
U.S.	N/A	Vito	09/772,181	01/29/01	N/A
U.S.	N/A	Vito	09/783,774	02/15/01	N/A
U.S.	N/A	Vito	09/793,836	02/27/01	N/A
U.S.	N/A	Vito	09/808,882	01/08/98	N/A
U.S.	N/A	Vito	S20000429	06/17/98	N/A
U.S.	N/A	Vito	PCT/US00/06923	03/16/00	N/A

Vito = Robert A. Vito

**EXHIBIT B
TO
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

Trademarks, Trade Names and Services Marks

<u>Mark</u>	<u>Appl. No.</u>	<u>Regist. No.</u>	<u>Regist. Date</u>
Deadbolt For Your Car	76/085,737	N/A	Pending
Lawman	75/406,867	2,358,190	6/13/00
Lawman Armor	75/406,868	2,263,728	7/20/99
The Unbrakeable Auto Lock & Design	75/417,875	2,303,431	12/28/99
The Unbrakeable Auto Lock (Logo)	75/417,876	2,299,363	12/14/99
The Unbrakeable Boat Lock	75/687,893	N/A	Pending (allowed)
Unbrakeable	75/689,072	N/A	Pending (allowed)
Unbrakeable Autolock Pro	76/025,914	N/A	Pending
Unbrakeable Autolock	76/030,255	N/A	Pending

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