

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):  
D.O.T. Pty Ltd.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 04/12/02

2. Name and address of receiving party(ies)

Name: Master Lock Company  
Internal  
Address: \_\_\_\_\_

Street Address: 2600 North 32nd Street

City: Milwaukee State: WI Zip: 53210

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

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

A. Trademark Application No.(s) 75/588,205

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: Douglas B. McKnight

Internal Address: \_\_\_\_\_

Street Address: 800 Superior Avenue, Ste 1400

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-0172

DO NOT USE THIS SPACE

9. Signature.

Douglas B. McKnight, Reg. No. 50,447  
Name of Person Signing

  
Signature

5/10/02  
Date

Total number of pages including cover sheet, attachments, and document: 6

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

## **ASSIGNMENT OF TRADEMARK AND AMENDMENT OF LICENSE AGREEMENT**

This agreement entered this 12<sup>th</sup> day of April 2001 of October, 2001 between D.O.T. Pty Ltd., of 113 Anzac Highway, Ashford in the State of South Australia, an Australian corporation, herein referred to as "Assignor", and Master Lock Company, of 2600 North 32nd Street, Milwaukee, WI 53210, a Delaware corporation, herein referred to as "Master Lock."

Whereas Assignor is the owner of the trade mark PYTHON LOK (the "Word Mark") and PYTHON LOK & DESIGN (as shown on Exhibit A) for use in connection with metal locks and cable locks (collectively the "Marks").

Whereas Assignor has filed an Intent to Use application in International Class 6 on November 13, 1998 in the United States Patent and Trademark Office, Application No. 75588205 for the Mark (the "US Application") and owns the Australian trademark registration PYTHON LOK & DESIGN, registration number 734256, registered on May 13, 1997 (the "Australian Registration").

Whereas Assignor and Master Lock previously entered an agreement dated May 3, 1999 granting Master Lock a license to use the Word Mark [in the United States] ("License Agreement").

Whereas, Assignor and Master Lock now wish to terminate all aspects of the License Agreement as it pertains to the Word Mark and Master Lock wishes instead to acquire all worldwide ownership and rights in and to both Marks and any applications or registrations which Assignor has for the Marks (including without limitation all rights to the US Application and the Australian Registration), along with the goodwill associated with the Marks. Additionally, Master Lock wishes to acquire any rights, title and interest which Assignor may have in the trademark PYTHON or variations thereof (and any applications or registrations therefor) in connection with locks or related products anywhere in the world (the "Related Marks").

Now therefore, in consideration of US\$30,000.00 payable within 14 days of execution of this agreement, the sufficiency of which is hereby acknowledged, the Assignor does undertake as follows.

### **Assignment**

Assignor does hereby irrevocably sell, assign, set over and transfer to Master Lock the entire right, title and interest throughout the world in and to (i) the Marks, (ii) any Related Marks, (iii) the whole of the goodwill of the business connected with, symbolized by and pertaining to the Marks and any Related Marks, and (iv) all applications or registrations which Assignor has for the Marks and any Related Marks (including without limitation all rights to the US Application and the Australian Registration). Additionally, Assignor hereby assigns to Master Lock the right to bring

legal action against and to collect damages from third parties for any claims for past or current infringement(s) of the Marks or any Related Marks, including without limitation claims for dilution and unfair competition against such third parties. Any such action will be brought at Master Lock's cost, but Assignor agrees to cooperate fully at Master Lock's request. Assignor also assigns to Master Lock the right to collect royalties for licensing of the Marks or any Related Marks. The rights granted hereunder are for Master Lock's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives.

1. Amendment of License Agreement

For the avoidance of doubt, the parties agree to modify the License Agreement detailed above so that all provisions related to the Word Mark are hereby irrevocably terminated. [The remainder of the License Agreement shall remain in full force and effect.]

2. Reassignment of the Marks

In the event that Master Lock ceases to have the manufacturing rights to ~~[insert the description of the product]~~ PYTHON ADJUSTABLE CABLE LOCK then Master Lock does hereby irrevocably grant to Assignor the right to acquire from Master Lock the entire right, title and interest throughout the world in and to:

- (i) the Marks,
- (ii) any Related Marks,
- (iii) the whole of the goodwill of the business conducted with, symbolised by and pertaining to the Marks and any Related Marks, and
- (iv) all applications or registrations which Master Lock has for the Marks and any Related Marks (including without limitation all rights to the US Application and the Australian Registration,

together with the right to bring legal action against and collect damages from third parties for any claims for past or current infringement(s) of the Marks or any Related Marks, including without limitation claims for dilution and unfair competition against such third parties and together with the right to collect royalties for licensing of the Marks or any Related Marks in consideration of the payment of the sum of US\$30,000.00 and in the event that this acquisition right is exercised by Assignor for no additional consideration Master Lock agrees to take promptly any reasonable actions or sign any documents which Assignor may request in order to confirm or otherwise give effect to the assignment.

3. Further Documents

For no additional consideration to Assignor, Assignor agrees to take promptly any [reasonable] actions or sign any documents which Master Lock may request in order to confirm or otherwise give effect to this Agreement.

4. Entire Agreement, Etc.

This Agreement constitutes the entire agreement and understanding between the parties as it pertains to the Marks and any Related Marks and terminates and supercedes any prior written agreement or understanding between the parties relating to the subject matter hereof. None of the provisions of this Agreement can be waived or modified except in writing signed by both parties. If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Assignee  
MASTER LOCK COMPANY

By: [Signature]

Date: April 19, 2002

Printed Name: GINET Olivier

Title: V.P. Marketing and Business Development.

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE )

The foregoing instrument was acknowledged before me this 19<sup>TH</sup> OF APRIL, 2002  
by OLIVIER GINET, V.P. MARKETING + BUSINESS DEV. of  
MASTER LOCK COMPANY on behalf of the corporation. He is personally known to me or has  
produced appropriate identification.

[Signature: Roberta Ann Freese-Burstein]  
(Notary Public)

MY COMMISSION EXPIRES 2/23/03 (Notarial Seal)

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above.

Assignor  
D.O.T. Pty Ltd.

By: [Signature]  
RONALD KEITH LANGMANN  
Printed Name:  
Title: MANAGING DIRECTOR  
D.O.T. PTY LTD.

Date: APRIL 12 2002

STATE OF SOUTH AUSTRALIA )  
COUNTY OF                      )

The foregoing instrument was acknowledged before me this                       
by R.K. LANGMANN of 113 ANZAC HIGHWAY ASHFORD SA 5035 --OF  
                    , on behalf of the corporation. He/she is personally known to me or has  
produced appropriate identification.

[Signature]  
\_\_\_\_\_  
(Notary Public)  
W. M. COOPER  
Notary Public

(Notarial Seal)

