



REC



09-23-2003

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TO: The Commissioner of Patents and Trademarks:

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New **9-16-03**

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Document ID#

Reel # Frame #

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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date

Merger

Change of Name

Other

Conveying Party

Name

Execution Date

Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Mark if additional names of conveying parties attached

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)

City

State/Country

Zip Code

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 separate document from Assignment.)

09/22/2003 6TOM11 00000012 76010895

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01 FC:0521 40.00 OP
02 FC:0522 30.00 OP

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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
Number**

Area Code and Telephone

Name

WILLIAM E. MARAMES

Address (line 1)

ARENT FOX KINTNER PLOTKIN & KAHN, PLLC

Address (line 2)

1050 Connecticut Avenue, NW

Address (line 3)

Washington, DC 20036-5339

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

3

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)

76010895

2641623

2689719

Number of Properties

Enter the total number of properties involved..

3

Fee Amount

Fee Amount for Properties Listed (37CFR 3.41):

\$ 90

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.

William E. Marames

September 16, 2003

Name of Person Signing

Signature

Date Signed

Assignment of Intellectual Property

ASSIGNMENT OF INTELLECTUAL PROPERTY made as of the 30 day of JUNE, 2003, by **Universal Medical Products, Inc.**, a New Jersey corporation with its principal place of business at 14 Picaron Place, Laurence Harbor, New Jersey ("Assignor"), to **Best Lock Corporation**, an Indiana corporation with its principal place of business at 6161 East 75th Street, Indianapolis, IN 46250 ("Assignee").

RECITAL

Assignee and Assignor are parties to a Purchase and Sale Agreement dated as of JUNE 30, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain assets of Assignor, including without limitation the Intellectual Property Assets as described therein. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under all of Assignor's Intellectual Property Assets, including without limitation, Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, copyrights, domain names and phone/facsimile numbers, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names, copyrights, domain names and phone/facsimile numbers listed on Schedule A annexed hereto and incorporated herein by reference.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property Assets, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising prior to or subsequent to the date of this Assignment of Intellectual Property, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Intellectual Property not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first above written.

Universal Medical Products, Inc.

By: Charles M. Sweeney
Name: Charles M. Sweeney
Title: President

[SEAL]

State of CT)
) ss.: New Britain
County of ~~Hud~~)

On this 30 day of June, 2003, before me, _____, personally appeared Charles Sweeney of UMP, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

David S. Winakor
Notary Public **DAVID S. WINAKOR**
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2008

SCHEDULE A

Service Marks / Trademarks

<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	BED SENTRY	76/010895	March 28, 2000
United States	CHAIR SENTRY	2689719	February 25, 2003
United States	UMP	2641623	October 29, 2002

Trade Names

Universal Medical Products
UMP

Copyrights

None.

Domain Names

None.

Telephone Numbers

xxx-xxx-xxxx
xxx-xxx-xxxx

None.

Facsimile Numbers

xxx-xxx-xxxx
xxx-xxx-xxxx

None.