

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/31/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Yale Residential Security Products, Inc.		10/24/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Yale Security Inc.
Street Address:	1902 Airport Road
City:	Monroe
State/Country:	NORTH CAROLINA
Postal Code:	28110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2923298	DESIGN ELEMENTS
Registration Number:	3074391	YH COLLECTION OUR HISTORY IS OUR HERITAGE SINCE 1840
Registration Number:	3637968	YH COLLECTION
Registration Number:	2485793	NEW TRADITIONS
Registration Number:	1259108	UNILATCH
Serial Number:	77565601	DESIGN ELEMENTS

CORRESPONDENCE DATA

Fax Number: (919)416-8363
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9192868041
 Email: pto_tmconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC

OP \$165.00 2923298

900136976

**TRADEMARK
 REEL: 004009 FRAME: 0749**

Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 024430.001 MERGER ADHKA

NAME OF SUBMITTER: Arlene D. Hanks

Signature: /Arlene D. Hanks/

Date: 06/23/2009

Total Attachments: 8

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Delaware

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The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"YALE RESIDENTIAL SECURITY PRODUCTS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "YALE SECURITY INC." UNDER THE NAME OF "YALE SECURITY INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF OCTOBER, A.D. 2008, AT 4:21 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2008.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2050850 8100M

081074195



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6993080

DATE: 12-01-08

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 004009 FRAME: 0751

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:21 PM 10/28/2008
FILED 04:21 PM 10/28/2008
SRV 081074195 - 2050850 FILE

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of October 24, 2008, (the "Agreement") by and between YALE SECURITY INC. a Delaware corporation ("Yale Security") and, YALE RESIDENTIAL SECURITY PRODUCTS, INC. a Delaware corporation ("Yale Residential").

RECITALS

WHEREAS, Yale Security filed its Certificate of Incorporation in the office of the Secretary of the State of Delaware on December 18, 1984; and

WHEREAS, Yale Residential filed its Certificate of Incorporation in the office of the Secretary of the State of Delaware on January 31, 1989; and

WHEREAS, the Boards of Directors of Yale Security and Yale Residential have approved the merger of Yale Residential into Yale Security (the "Merger"), pursuant to the laws of the State of Delaware and upon the terms and subject to the conditions set forth herein; and

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a reorganization with the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE I THE MERGER

1.1 The Merger.

(a) At the Effective Time (as defined in Section 1.2) and subject to the terms and conditions of this Agreement, Yale Residential shall be merged into Yale Security and the separate existence of Yale Residential shall thereupon cease, in accordance with the applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL").

(b) Yale Security will be the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation") and will continue to be governed by the laws of the State of Delaware, and the separate corporate existence of Yale Security and all of its rights, privileges, immunities and franchises, public or private, and all its duties and liabilities as a corporation organized under the DGCL, will continue unaffected by the Merger.

(c) The Merger will have the effects specified by the DGCL.

1.2 Effective Time. The parties hereto will cause this Agreement to be filed with the office of the Secretary of State of the State of Delaware as provided in Section 251 of the DGCL. Subject to and in accordance with the laws of the State of Delaware, the Merger will become effective on October 31st, 2008 (the "Effective Time").

ARTICLE II THE SURVIVING CORPORATION

2.1 Certificate of Incorporation. The Certificate of Incorporation of Yale Security as in effect immediately prior to the Effective Time shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation after the Effective Time.

2.2 By-Laws. The By-Laws of Yale Security as in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation after the Effective Time.

2.3 Board of Directors. From and after the Effective Time, the Board of Directors of Yale Security shall be the Board of Directors of the Surviving Corporation.

ARTICLE III CONVERSION OF SHARES

3.1 Cancellation of Yale Residential Shares in the Merger. Pursuant to this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Yale Residential, all shares of Common Stock of Yale Residential ("Yale Residential Common Stock") shall be cancelled and shall cease to exist from and after the Effective Time.

3.2 Status of Yale Security Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Yale Security, each issued and outstanding share of common stock of Yale Security shall continue unchanged and remain outstanding as a share of common stock of the Surviving Corporation.

3.3 Closing of Transfer Books. From and after the Effective Time, the stock transfer books of Yale Residential shall be closed and no transfer of shares of Yale Residential Common Stock shall thereafter be made.

ARTICLE IV MISCELLANEOUS

4.1 Amendment. This Agreement may be amended by the parties hereto, at any time before or after approval hereof by the stockholders of Yale Residential, but, after any

such approval, no amendment shall be made which (a) in any way materially adversely affects the rights of holders of Yale Residential Common Stock or (b) changes any of the principal terms of this Agreement, in each case, without the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

4.2 Waiver. At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto or (b) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

4.3 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person or sent by confirmed facsimile, or when received if given by Federal Express or other nationally recognized overnight courier service, or five business days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed to the applicable parties.

4.4 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

4.5 Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

4.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

4.7 Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

4.8 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware applicable to contracts made to be performed entirely therein.

4.9 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns, any rights, remedies,

obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

4.10 Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

4.11 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger on the date first above written.

YALE SECURITY INC.

By: Jeffrey A. Mereschuk
Name: Jeffrey A. Mereschuk
Title: Secretary

YALE RESIDENTIAL SECURITY PRODUCTS, INC.

By: Jeffrey A. Mereschuk
Name: Jeffrey A. Mereschuk
Title: Secretary

CERTIFICATION OF SECRETARY OF YALE SECURITY INC.

I, Jeffrey A. Mereschuk, Secretary of Yale Security Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), hereby certify, as such Secretary of the Company, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the company by an authorized officer of the Company, was duly approved by ASSA ABLOY Inc., the sole holder of all of the issued and outstanding shares of the Company, and such sole stockholder voted all of such issued and outstanding shares in favor of said Agreement of Merger, the said affirmative vote representing at least a majority of the total number of shares of the outstanding capital stock of said corporation, and that thereby the Agreement of Merger was by unanimous written consent adopted as the act of the sole stockholder of the Company, and is the duly adopted agreement of said corporation.

WITNESS my hand on behalf of said Yale Security Inc. on this 24 day of October, 2008.

By: 
Name: Jeffrey A. Mereschuk
Secretary

**CERTIFICATION OF SECRETARY OF YALE RESIDENTIAL
SECURITY PRODUCTS, INC.**

I, Jeffrey A. Mereschuk, Secretary of Yale Residential Security Products, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), hereby certify, as such Secretary of the Company, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the company by an authorized officer of the Company, was duly approved by ASSA ABLOY Inc., the sole holder of all of the issued and outstanding shares of the Company, and such sole stockholder voted all of such issued and outstanding shares in favor of said Agreement of Merger, the said affirmative vote representing at least a majority of the total number of shares of the outstanding capital stock of said corporation, and that thereby the Agreement of Merger was by unanimous written consent adopted as the act of the sole stockholder of the Company, and is the duly adopted agreement of said corporation.

WITNESS my hand on behalf of said Yale Residential Security Products, Inc. on this 24 day of October, 2008.

By: 
Name: Jeffrey A. Mereschuk
Secretary

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"YALE RESIDENTIAL SECURITY PRODUCTS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "YALE SECURITY INC." UNDER THE NAME OF "YALE SECURITY INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF OCTOBER, A.D. 2008, AT 4:21 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2008.

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081074195

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6993081

DATE: 12-01-08

RECORDED: 06/23/2009

TRADEMARK
REEL: 004009 FRAME: 0758