

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schlage Lock Company LLC		08/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Vanderbilt, LLC		
Street Address:	2 Cranberry Road		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3743845	BRIGHT BLUE	
CORRESPONDENCE DATA			
Fax Number:	8583141501		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-314-1506		
Email:	adskale@mintz.com		
Correspondent Name:	Andrew D. Skale		
Address Line 1:	3580 Carmel Mountain Road		
Address Line 2:	Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	44304-002		
NAME OF SUBMITTER:	Andrew D. Skale		
Signature:	/Andrew D. Skale/		

OP \$40.00 3743845

Date:

09/04/2012

Total Attachments: 7

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ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

This ASSIGNMENT AND ASSUMPTION OF TRADEMARKS is made this 31st day of August, 2012, by and between Schlage Lock Company LLC, a Delaware limited liability company ("Assignor"), and Vanderbilt, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as August 30, 2012 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the trademarks listed on Schedule A hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office, and other offices, agencies and registrars in other applicable jurisdictions.

NOW THEREFORE, in consideration of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. For purposes of this Assignment and Assumption of Trademarks, capitalized terms shall have the meaning set forth in the body of this Assignment and Assumption of Trademarks or in the Purchase Agreement.

2. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all of its worldwide right, title and interest in and to the Assigned Trademarks and all goodwill pertaining to the Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations, issuances, renewals and extensions thereof, (b) bring actions or otherwise recover for past, present and future infringements thereof, (c) grant licenses or other interests therein, (d) receive all income royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (e) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto.

3. No Third Party Beneficiaries. Nothing in this Assignment and Assumption of Trademarks, express or implied, is intended to or shall confer upon any other Person or Persons (including, without limitation, any employee or collective bargaining representatives thereof) any rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment and Assumption of Trademarks.

4. Further Assurances. Assignor shall provide to Assignee, its successors,

assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation) as may be reasonably required to implement, record or perfect this Assignment and Assignee's interest in and to the Trademarks.

5. Binding Effect; Assignment. This Assignment and Assumption of Trademarks shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors (whether by operation of law or otherwise) and assigns.

6. Governing Law. This Assignment and Assumption of Trademarks, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

7. Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission and upon such delivery the facsimile or electronic counterparts will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Trademarks to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

SCHLAGE LOCK COMPANY LLC

By: [Signature]
Name: JIMMY P. GERSHWIN
Title: V. PRESIDENT

STATE OF Indiana)
COUNTY OF Hamilton) :ss.

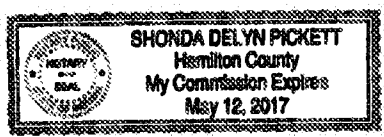
On the 28 day of Aug (2012) in the year 2012, before me, the undersigned, personally appeared Shonda Delyn Pickett personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the foregoing Assignment and Assumption of Trademarks was made for the purposes and considerations so stated, that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

(NOTARIAL SEAL)

My Commission Expires:



{Signature Page to Trademark Assignment}

ASSIGNEE:

VANDERBILT, LLC

By: [Signature]
Name: William West III
Title: Manager

STATE OF California)
) :ss.
COUNTY OF Orange)

On the 29th day of August, in the year 2012, before me, the undersigned, personally appeared William West III, ~~personally known to me or~~ proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the foregoing Assignment and Assumption of Trademarks was made for the purposes and considerations so stated, that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

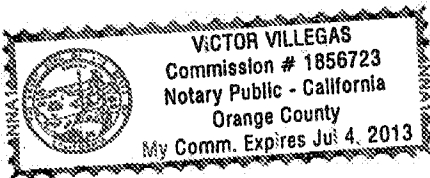
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]

Notary Public

(NOTARIAL SEAL)

My Commission Expires: July 4, 2013



SCHEDULE A

ASSIGNED TRADEMARKS

<i>Summary</i>	<i>Status</i>	<i>Cat</i>	<i>Country</i>
BRIGHT BLUE in Class	Pending	Prosecution	CA - Canada
<i>Application ID</i>	<i>Registration ID</i>	<i>Filing Date</i>	<i>Matter</i>
1443630		07/03/2009	IRC 2940 CA
<i>Description</i>	<i>Registrant</i>	<i>Our Mark</i>	<i>Type</i>
Allowed; 03/02/12; Following up and reporting in regard to the Declaration of Use; 01/18/12; Checking status	Schlage Lock Company LLC	BRIGHT BLUE	Trademark
<i>Coverage</i>			<i>Classes</i>
(1) A web-based control system, namely, an electrical controller and computer software for allowing remote access management and control of a facilities' doors, windows and other points of entry; computer software for allowing remote access management and control of a facilities' doors, windows and other points of entry; electrical controllers for allowing remote access management and control of a facilities' doors and windows and other points of entry.			

<i>Summary</i>	<i>Status</i>	<i>Cat</i>	<i>Country</i>
BRIGHT BLUE in Class 09 Int.	Registered	Prosecution	EM - Community
<i>Application ID</i>	<i>Registration ID</i>	<i>Filing Date</i>	<i>Matter</i>
7546807	7546807	01/23/2009	IRC 1713 EM
<i>Description</i>	<i>Registrant</i>	<i>Our Mark</i>	<i>Type</i>
	Schlage Lock Company LLC	BRIGHT BLUE	Trademark
<i>Coverage</i>			<i>Classes</i>
Class : 09 Int. Access control systems; a web-based access control system that allows remote access, management and control of a facility's points of entry			09 Int.

<i>Summary</i>		<i>Status</i>	<i>Cat</i>	<i>Country</i>
BRIGHT BLUE in Class 09 Int.		Pending	Prosecution	MX - Mexico
<i>Application ID</i>	<i>Registration ID</i>	<i>Filing Date</i>	<i>Eff Date</i>	<i>Matter</i>
1017754		07/03/2009		IRC 2841 MX
<i>Description</i>		<i>Registrant</i>	<i>Our Mark</i>	<i>Type</i>
		Schlage Lock Company LLC	BRIGHT BLUE	Trademark
<i>Coverage</i>				<i>Classes</i>
Class : 09 Int. A web-based access control system that allows remote access, management and control of a facility's points of entry				09 Int.

<i>Summary</i>		<i>Status</i>	<i>Cat</i>	<i>Country</i>
BRIGHT BLUE in Class 09 Int.		Registered	Prosecution	US - United States of America
<i>Application ID</i>	<i>Registration ID</i>	<i>Filing Date</i>	<i>Eff Date</i>	<i>Matter</i>
771644187	3743845	01/06/2009	02/02/2010	IRC 2006 US
<i>Description</i>		<i>Registrant</i>	<i>Our Mark</i>	<i>Type</i>
		Schlage Lock Company LLC	BRIGHT BLUE	Trademark
<i>Coverage</i>				<i>Classes</i>
Class : 09 Int. A web-based access control system, namely, an electrical controller and computer software for allowing remote access, management and control of a facility's points of entry: computer software for allowing remote access, management and cont				09 Int.