TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tiger Ventures, LLC		112/15/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Lock LLC
Street Address:	4775 Viewridge Avenue
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92123
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3136454	GENERAL LOCK AND SECURITY PRODUCTS
Registration Number:	3377218	GENERAL LOCK
Registration Number:	3377219	GL

CORRESPONDENCE DATA

Fax Number: (312)474-0448 Phone: (312) 474-6650

Email: ksmith@marshallip.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: **GREGORY J. CHINLUND** Address Line 1: 233 SOUTH WACKER DRIVE

6300WILLIS TOWER Address Line 2: Chicago, ILLINOIS 60606 Address Line 4:

ATTORNEY DOCKET NUMBER: 29365/60035

TRADEMARK

REEL: 004674 FRAME: 0459

NAME OF SUBMITTER:	Gregory J. Chinlund	
Signature:	/gjc/	
Date:	12/08/2011	
Total Attachments: 4 source=1 - IP Assignment from Tiger Ventures to General Lock(12-15-2010)#page1.tif source=1 - IP Assignment from Tiger Ventures to General Lock(12-15-2010)#page2.tif source=1 - IP Assignment from Tiger Ventures to General Lock(12-15-2010)#page3.tif source=1 - IP Assignment from Tiger Ventures to General Lock(12-15-2010)#page4.tif		

Intellectual Property Assignment Agreement Tiger Ventures, LLC and General Lock, LLC

This Intellectual Property Assignment Agreement (this "Agreement") is entered into this L5 day of December, 2010 (the "Effective Date"), by and between Tiger Ventures, LLC., a Delaware limited liability company with offices at 5191 Seagrove Place, San Diego, CA 92130 ("Tiger Ventures"), and General Lock, LLC, a Delaware limited liability company with offices at 4775 Viewridge Ave., San Diego, CA 92123 ("General Lock").

RECITALS

WHEREAS, Tiger Ventures is the owner of the intellectual property set forth on Exhibit A (the "Tiger IP"); and

WHEREAS, General Lock, a wholly owned subsidiary of Tiger Ventures, is in the business of importing mechanical and electronic security products under a private label brand for Clark Security Products, Inc. ("Clark"), a Delaware corporation, and General Lock and Clark have used the Tiger IP in connection with their business and products.

WHEREAS, in furtherance of the foregoing transaction, General Lock desires to receive from Tiger Ventures, and Tiger Ventures assign to General Lock, all of Tiger Ventures' right, title and interest in the Tiger IP.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1. <u>Assignment</u>. Tiger Ventures hereby assigns, transfers and conveys to General Lock all of Tiger Ventures' right, title, and interest throughout the world in and to the Tiger IP, including all common law trademark rights in and to the Tiger IP, all registrations and applications to register the Tiger IP, the goodwill of the business symbolized by the Tiger IP, and further, all rights and privileges pertaining to the Tiger IP

including without limitation the right, if any, to sue, bring other actions, and recover damages for past, present and future infringement of the Tiger IP.

- 1.2. Further Assignment. Tiger Ventures further assigns to and empowers General Lock, its successors, assigns or nominees, all rights to make applications for trademarks or other such forms of protection and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.
- 1.3. <u>Authorization of PTO to Record</u>. Tiger Ventures further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of General Lock or its successors, assigns or nominees to apply for trademark or other proper protection, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
- 1.4. <u>Further Assurances</u>. At reasonable cost to Tiger Ventures, Tiger Ventures agrees to take such further action and to execute such documents as General Lock may reasonably request to effect or confirm the conveyance to General Lock of the Tiger IP and the goodwill appurtenant thereto.

GENERAL

2.1. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California and the United States of America.

2.3. Entire Agreement. This Agreement, including all attachments incorporated by reference, is the parties' entire agreement relating to this subject matter and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter. No modification to this Agreement will be binding, unless in writing and signed by an officer of each party.

- 2.4. <u>Waiver or Delay</u>. Any waiver of any provision of this Agreement, or a delay by either party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement, of that or any other provision or right.
- 2.5. <u>Notices</u>. All notices must be in writing and delivered either in person or by certified or registered mail, return receipt requested, to the person and address specified below. Such notice will be effective upon receipt.

Tiger Ventures, LLC

General Lock, LLC.

5191 Seagrove Place

4775 Viewridge Ave.

San Diego, CA 92130

San Diego, CA 92123

Attn: Marshall Merrifield

Attn: President

IN WITNESS WHEREOF, the parties hereby execute this Agreement through the authorized representatives who have signed their names below and initialed each of the pages of this Agreement.

TIGER VENTURES, LLC

GENERAL LOCK, LLC

Date: (hiet Exa the Office

Date: Chailman _

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EXHIBIT A

Tiger IP

ITELLECTUAL PROPERTY	REG. NO.	REGISTRY	REG. DATE
GENERAL LOCK AND SECURITY PRODUCTS	3136454	Federal	8/29/2006
GENERAL LOCK	3377218	Federal	2/5/2008
GL Logo	3377219	Federal	2/5/2008
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