

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
General Lock LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GL Acquisition Corporation		
Street Address:	2301 Patriot Boulevard		
City:	Glenview		
State/Country:	ILLINOIS		
Postal Code:	60026		
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		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	GREGORY J. CHINLUND		
Address Line 1:	233 SOUTH WACKER DRIVE		
Address Line 2:	6300 WILLIS TOWER		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	29365/60035		

OP \$90.00 3136454

900209200

**TRADEMARK
 REEL: 004675 FRAME: 0356**

NAME OF SUBMITTER:	Gregory J. Chinlund
Signature:	/gjc/
Date:	12/09/2011
Total Attachments: 5 source=2 - IP Assignment from General Lock to GL Acq Corp (12-17-2010)#page1.tif source=2 - IP Assignment from General Lock to GL Acq Corp (12-17-2010)#page2.tif source=2 - IP Assignment from General Lock to GL Acq Corp (12-17-2010)#page3.tif source=2 - IP Assignment from General Lock to GL Acq Corp (12-17-2010)#page4.tif source=2 - IP Assignment from General Lock to GL Acq Corp (12-17-2010)#page5.tif	

**INTELLECTUAL PROPERTY
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "*Agreement*") is made as of the 17th day of December, 2010, by and between General Lock LLC, a Delaware limited liability company with an address of 4775 Viewridge, San Diego, California 92123-1641 ("*Transferor*"); and GL Acquisition Corporation, a Delaware corporation with an address c/o Anixter, Inc. 2301 Patriot Boulevard, Glenview, Illinois 60026 (the "*Transferee*").

RECITALS:

WHEREAS, Transferor wishes to assign its entire right, title and interest in, and to its registered and unregistered domestic and foreign trademarks, trade names, service marks, trade dress, trademark applications, service mark applications, trademark and service mark registrations, registered and unregistered domestic and foreign patents, all foreign and domestic patent applications, registered and unregistered copyrights, copyright applications, domestic and foreign domain names, URLs, Websites and email addresses and other intellectual property (with the exception of registered patents and patent applications) used by or in connection with its Business included within Transferor's intellectual property listed and described on Schedule A attached hereto (the "*Intellectual Property*") to Transferee, together with the goodwill and going concern value of the Business associated therewith, and Transferee is desirous of acquiring the Transferor's entire right, title and interest in and to the Intellectual Property and Transferor's goodwill and going concern value.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. The Transferor hereby sells, transfers, assigns, conveys and delivers to the Transferee for its own use and enjoyment and for the use and enjoyment of its successors and assigns forever as follows:
 - i. The Transferor's entire right, title and interest in and to the Intellectual Property, together with the goodwill and going concern value of the Business associated therewith and which is symbolized thereby, all rights to sue for infringement of any trademark, service mark, trade name, trade dress, patents, copyrights, domain name, URL, Website


and email address whether arising prior to or subsequent to the date of this Agreement, 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 (in each case, free of any Encumbrance), the same to be held and enjoyed by the Transferee, 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 Transferor had this Agreement not been made; and

ii. Any and all claims and demands the Transferor may have, at law or in equity, arising out of past infringement of the Intellectual Property.

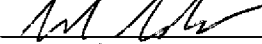
2. Assumption. Transferee hereby accepts the foregoing assignment.
3. Recordation. Transferor agrees to assist Transferee in every commercially reasonable legal way to evidence, record and perfect the transfer including applying for and executing the appropriate assignment for the applicable Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office (as applicable), and from time to time enforce, maintain, and defend the assigned rights, all at Transferee's expense.
- 4.
5. Law. This Agreement has been entered into in the State of Illinois and shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois without regard to its principles of conflicts of law.

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

GENERAL LOCK LLC, AS TRANSFEROR

By: 
Name: Marshall Merrifield
Title: Chairman and Chief Executive Officer

GL ACQUISITION CORPORATION, AS TRANSFEREE

By: 
Name: Rod Shoemaker
Title: Treasurer

SCHEDULE A

The common law trademarks, trade names and wordmarks, including, without limitation:

and any and all other trademarks, trade names, service marks and trade dress utilized by Transferor in its Business.

All registered trademarks, trade names, service marks, wordmarks and trade dress, including the registration number(s) and registration date(s) utilized by Transferor in its Business, including, without limitation:

<i>Item</i>	<i>Type</i>	<i>Owner</i>	<i>Reg. Number</i>	<i>Jursdi ction</i>	<i>Date Registered</i>	<i>Current Status</i>
GENERAL LOCK AND SECURITY PRODUCTS	Trademark (wordmark)	General Lock LLC	313645 4	Federa l	8/29/2006	Registered, In Use
GENERAL LOCK	Trademark (wordmark)	General Lock LLC	337721 8	Federa l	2/5/2008	Registered, In Use
GL Logo	Trademark	General Lock LLC	337721 9	Federa l	2/5/2008	Registered, In Use

All pending trademark applications utilized by Transferor in the Business.

Any and all goodwill and going concern value of the Transferor relating to the Business and the foregoing.