

11-23-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102887704

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

11-16-04

1. Name of conveying party(ies):
UBS AG, ZURICH

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Swedish Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
Name: KABA CORPORATION

Internal Address: _____
Street Address: 384 Old Turnpike Road
City: Southington State: CT Zip: 06489

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: Connecticut
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release and Termination

Execution Date: November 2, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
74/469,967 75/469,153

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See Attached

RECEIVED
NOV 17 11 7:30 AM '04

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing
Internal Address: SHEARMAN & STERLING LLP
Street Address: 599 Lexington Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 55

7. Total fee (37 CFR 3.41)..... \$ 890.00
 Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Lowell Dashefsky November 16, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 16

11/22/2004 ECOOPER 00000101 74469967
01 FC:8521 40.00 OP
02 FC:8522 850.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box :

<p>2. Name and Address of receiving party(ies) Name: <u>KABA ILCO CORPORATION</u> Internal Address: _____ Street Address: <u>400 Jeffreys Road</u> City: <u>Rocky Mount</u> State: <u>NC</u> Zip: <u>27804</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State: <u>North Carolina</u> <input type="checkbox"/> Other _____</p> <p>3. Name and Address of receiving party(ies) Name: <u>ILCO UNICAN PROPERTIES, INC.</u> Internal Address: _____ Street Address: <u>400 Jeffreys Road</u> City: <u>Rocky Mount</u> State: <u>NC</u> Zip: <u>27804</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State: <u>North Carolina</u> <input type="checkbox"/> Other _____</p> <p>4. Name and Address of receiving party(ies) Name: <u>KABA HIGH SECURITY LOCKS CORPORATION</u> Internal Address: _____ Street Address: <u>2941 Indiana Avenue</u> City: <u>Winston Salem</u> State: <u>NC</u> Zip: <u>27105</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State: <u>Connecticut</u> <input type="checkbox"/> Other _____</p>	<p>5. Name and Address of receiving party(ies) Name: <u>KABA MAS CORPORATION</u> Internal Address: _____ Street Address: <u>749 W. Short Street</u> City: <u>Lexington</u> State: <u>Kentucky</u> Zip: <u>40508</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State: <u>Kentucky</u> <input type="checkbox"/> Other _____</p> <p>6. Name and Address of receiving party(ies) Name: <u>KABA BENZING AMERICA, INC.</u> Internal Address: _____ Street Address: <u>5573 Miami Lakes Drive</u> City: <u>Miami Lakes</u> State: <u>FL</u> Zip: <u>33024</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State: <u>Florida</u> <input type="checkbox"/> Other _____</p>
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Continuation of Box 4:

Registration Numbers

469,967	931,107	1,193,862	1,253,582	2,080,193
1,977,503	159,382	1,808,957	1,189,821	2,453,522
1,761,165	773,164	1,925,152	1,969,591	2,454,041
1,656,053	1,110,792	2,333,426	1,222,062	2,446,572
1,861,694	501,244	2,087,737	2,008,189	1,178,784
1,835,143	556,511	1,011,890	1,783,837	1,261,456
1,229,248	1,170,948	1,180,822	1,804,171	

NO ADDITIONAL PAGES

**RELEASE AND TERMINATION
(Intellectual Property Security Agreement)**

RELEASE AND TERMINATION dated November 2, 2004 (this "Release and Termination") made by UBS AG, Zurich as security agent (the "Security Agent") for the Finance Parties (such term being used herein as it is defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENTS

(1) Certain advances and financial accommodation have been made available pursuant to the Facilities Agreement dated as of April 4, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between Kaba Corporation, UBS AG, Zurich, as Agent and as Security Agent and certain Lenders party thereto.

(2) A security interest in, among other property, certain intellectual property of the Grantors (as hereinafter defined) was granted pursuant to the Intellectual Property Security Agreement dated October 1, 2001 (the "IP Security Agreement") made by Kaba Corporation, Kaba Ilco Corp., Kaba High Security Locks Corporation, Ilco Unican Properties Inc., Kaba MAS Corporation and Kaba Benzing America Inc. (collectively, the "Grantors") in favor of the Security Agent.

(3) The Security Agent, on the instructions of the other Finance Parties, has agreed to terminate and release the security interests arising under the IP Security Agreement.

NOW, THEREFORE:

1. The Security Agent, for itself and the other Finance Parties, hereby (i) releases and terminates the assignments and security interests granted by the Grantors under the IP Security Agreement to the Security Agent and the other Finance Parties, and (ii) reassigns, transfers and sets over to each Grantor all right, title and interest in and to the Collateral (as defined in the IP Security Agreement) of such Grantor granted to the Security Agent and the other Finance Parties under the IP Security Agreement, including without limitation:

(i) the United States international, and foreign patents and patent applications set forth on Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;

(ii) the United States and foreign trademark and service mark registrations and applications set forth in Schedule B hereto; and

(iii) the copyrights and United States and foreign copyright registrations and applications set forth in Schedule C hereto.

2. This Release and Termination shall be binding upon and inure to the benefit of the Security Agent, the other Finance Parties (including, but not limited to, the Lenders (as defined in the Credit Agreement) from time to time) and the Grantors and their respective successors and assigns.

3. This Release and Termination shall be governed by, and construed in accordance with, the laws of the State of New York.

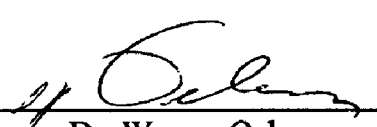
IN WITNESS WHEREOF, the Security Agent has caused this Release and Termination to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

UBS AG, ZURICH,
as Security Agent

By: _____


Name: Dr. Heinz Schmid
Title: Associate Director

By: _____


Name: Dr. Werner Oehry
Title: Associate Director

**Schedule A
to Release and
Termination**

PATENTS

GRANTOR	COUNTRY	PATENT NO.	ISSUE DATE
Kaba High Security Locks Corporation	USA	5010753	4/30/91
Kaba High Security Locks Corporation	USA	5076081	12/31/91
Kaba High Security Locks Corporation	USA	5423198	6/13/95
Kaba High Security Locks Corporation	Thailand	8672	12/18/98
Kaba High Security Locks Corporation	USA	5016455	5/21/91
Kaba High Security Locks Corporation	Australia	636826	9/6/93
Kaba High Security Locks Corporation	Canada	2043735	9/16/97
Kaba High Security Locks Corporation	GB	2247277	12/8/93
Kaba High Security Locks Corporation	Malaysia	MY-107876-A	6/29/96
Kaba High Security Locks Corporation	Singapore	1285/94	11/29/94
Kaba High Security Locks Corporation	USA	5630332	5/20/97
Kaba High Security Locks Corporation	USA	5771722	6/30/98
Kaba High Security Locks Corporation	USA	5718136	2/17/98
Kaba High Security Locks Corporation	USA	5724840	3/10/98
Kaba High Security Locks Corporation	Australia	646256	6/10/94
Kaba High Security Locks Corporation	Canada	2043080	4/29/97
Kaba High Security Locks Corporation	GB	2244756	4/20/94
Kaba High Security Locks Corporation	Malaysia	MY-108064-A	8/15/96
Kaba High Security Locks Corporation	Singapore	1318/94	11/29/94
Kaba High Security Locks Corporation	Canada	1169674	6/16/85
Kaba High Security Locks Corporation	USA	5058940	10/22/91
Kaba High Security Locks Corporation	Canada	2179342	Published 9/22/97 (but not issued)
Kaba High Security Locks Corporation	Canada	2178429	Published 12/8/96 (but not issued)
Kaba High Security Locks Corporation	Canada	2178427	Published 12/8/96 (but not issued)
Kaba High Security Locks Corporation	Canada	2043735	9/16/97

USA	5321963	I.U.Corp
US	5632170	I.U.Corp
US	5884515	I.U.Corp
US	5974844	I.U.Corp
US	4272974	Lori. Eng. Corp.
US	5564296	I.S.P. Inc.
US Design Patent	D368637	I.S.P. Inc.
US Design Patent	380133	I.S.P. Inc.
US	5010754	Lori Corp.
USA	4640110	I.U.Corp. Rocky MT, NC
Canada	1262643	Simplex Security Systems Inc.
USA	6000254	I.U. CORP
US	6026665	I.U. CORP
USA	5561997	Marlok Co.
US	5189566	I.S.P. Inc.
US	5490697	I.S.P. Inc.
US	5087090	I.S.P. Inc.
US	4484463	Lori Corp.
US	5823030	I.S.P. Inc.
US	5823029	I.S.P. Inc.
US	5970761	I.S.P. Inc.
US	6119496	I.S.P. Inc.
US	6038897	MHG
US	5893283	MHG
US	5170431	MHG

US	6151935	MHG
US	5451934	MHG
US	5410301	MHG
US	5488660	MHG
US	5709114	MHG
US	5873276	MHG
US	5488358	MHG
US	5493279	MHG
US	5265452	MHG
US	5271253	MHG
US	5774058	Vindicator Corp.
US	5774059	Vindicator Corp.
US	5870914	MHG
US	5881589	MHG
US	5896095	MHG
US	5896026	MHG
US	5511401	MHG
US	5590917	MHG
US	5592838	MHG
US	D366,822	MHG
US	D388,309	MHG
US	D388,308	MHG
US	4803860	MHG
US	6047998	MHG
USA	5685212	I.U. CORP.

USA	6,229,421 B1	MHG
USA	09/435799	MHG
WO	US99/23767	MHG
USA	60/104955	MHG
USA	09/419948	MHG
WO	60/109146	MHG
CA	2078652	MHG
KR	98-16843	MHG
JP	10-162738	MHG
HK	98113440.2	MHG
WO	US98/27193 EP 98965423.1	MHG
USA	09/209576	MHG
WO	US99/332 WO 00/28176	MHG
USA	09/189775	MHG
USA	09/621584	MHG
USA	09/637834	MHG
PCT	PCT/US00/17880	MHG
CA	2246211	MHG
JP	10-270609	MHG
CA	2105597	MHG
EP	93309374.2	MHG
CA	2133057	MHG
EP	94307708.1	MHG
JP	6-279952	MHG
USA	08/906535 RE37011	MHG
USA	09/419542	mhg
USA	09/672831	MHG

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CA	2189931	MHG
EP	96308270.6	MHG
CA	2163173	MHG
JP	7-328425	MHG
USA	09/721531	MHG
CA	2224759	MHG
EP	97310172.8	MHG
USA	6076383	MHG
CA	2141755	MHG
EP	95300894.3	MHG
JP	7-54956	MHG
CA	2116060	MHG
EP	94302132.9	MHG
USA	09/800783	MHG
EP	923085800.7	MHG
USA	60/161504	MHG
USA	08/907451	MHG
USA	60/114492	MHG
USA	09/469088	MHG
USA	D433314	MHG
USA	D437542	MHG
EP	9990303140	I.U. CORP.
USA	09/388574	INTERNATION AL SECURITY PRODUCTS INC.
USA	60/114994	MHG
WO	US00/00526	MHG
USA	09/478703	MHG

USA	09/478408	MHG
USA	60/115279	MHG
WO	US99/20426	MHG
WO	US00/07759	MHG
USA	09/534749	MHG
USA	09/585268	MHG
CA	2236392	MHG
EP	983303570.0	MHG
KR	98-16841	MHG
JP	10-140493	MHG
HK	98303570	MHG
CA	2236278	MHG
EP	98303569.2	MHG
KR	98-16842	MHG
USA	6006561	MHG
JP	10-140492	MHG
USA	6178791	MHG
USA	09/435799	MHG
USA	09/521991	MHG
USA	09/832936	MHG
PCT	PCT/US01/08651	MHG
USA	09/616988	I.U. CORP.

TRADEMARKS

GRANTOR	TRADEMARKS AND TRADE NAMES	COUNTRY	REG. NO.	ISSUE DATE
Kaba High Security Locks Corporation	TELAK	USA	469967	1/5/01
Kaba Benzing America Inc.	AUTOTRAK	USA	1977503	6/4/96
Kaba Benzing America Inc.	AUTOSHIP	USA	1761165	3/30/93
Kaba Benzing America Inc.	AUTOTIME	USA	1656053	9/10/91
Kaba Benzing America Inc.	AUTOQUALITY	USA	1861694	11/8/94

COUNTRY	TRADEMARK	REGISTRATION NO.	REGISTERED
Argentina	Ilco & Design	1463697	ILCO UNICAN CORP.
Australia	TRU-GUARD	401979	ILCO UNICAN CORP.
Australia	SIMPLEX	A421722	ILCO UNICAN CORP.
Austria	Ilco & Design	24814	ILCO UNICAN CORP.
Benelux	Ilco & Design	41379	ILCO UNICAN CORP.
Brazil	Ilco & Design	3411451	ILCO UNICAN CORP.
Great Britain & Northern Ireland	ILCO & DESIGN	1105177	ILCO UNICAN CORP.
Venezuela	SIMPLEX	20899/92	ILCO UNICAN CORP.
Great Britain & Northern Ireland	ILCO & DEV.	648423	ILCO UNICAN CORP.
Great Britain & Northern Ireland	SIMPLEX	1212737	ILCO UNICAN CORP.
USA	KEIL	1835143	ILCO UNICAN CORP.
Canada	HERCULOCK	TMA253145	ILCO UNICAN CORP.
Canada	CENTURION	TMA208136	ILCO UNICAN CORP.
Canada	SP-60	TMA294732	ILCO UNICAN CORP.
Canada	ILCO & DESIGN	TMDA52568	ILCO UNICAN CORP.
Venezuela	ILCO & DESIGN	16246	ILCO UNICAN CORP.

Canada	SIMPLEX	TMA286109	ILCO UNICAN CORP.
New Zealand	SIMPLEX	B156832	ILCO UNICAN CORP.
Chile	ILCO & DESIGN	485550	ILCO UNICAN CORP.
Costa Rica	ILCO	35394/3840	ILCO UNICAN CORP.
Cuba	ILCO & DESIGN	65214	ILCO UNICAN CORP.
Denmark	ILCO & DESIGN	716-1931	ILCO UNICAN CORP.
Ecuador	ILCO	32 OF 1946	ILCO UNICAN CORP.
France	ILCO & DESIGN	1339798	ILCO UNICAN CORP.
France	SIMPLEX	1717936	ILCO UNICAN CORP.
Guatemala	ILCO	90236	ILCO UNICAN CORP.
Hong Kong	ILCO	178 OF 1971	ILCO UNICAN CORP.
Hong Kong	ILCO	177 OF 1971	ILCO UNICAN CORP.
Hong Kong	SIMPLEX	B4268/88	ILCO UNICAN CORP.
Israel	ILCO	6954	ILCO UNICAN CORP.
Italy	SIMPLEX	566886	SIMPLEX ACCESS CONTROLS CORP.
Italy	ILCO & DESIGN	687821	ILCO UNICAN CORP.
Japan	ILCO & DESIGN	1047911	ILCO UNICAN CORP.
Japan	ILCO	763509	ILCO UNICAN CORP.
Japan	SIMPLEX	2170453	ILCO UNICAN CORP.
Korea	ILCO	86612	ILCO UNICAN CORP.
Korea	ILCO	191405	ILCO UNICAN CORP.
Mexico	ILCO	367578	ILCO UNICAN CORP.
Mexico	ILCO & DESIGN	46421	ILCO UNICAN CORP.
Philippines	ILCO	59064	ILCO UNICAN CORP.
Singapore	SIMPLEX	S/6206/89	ILCO UNICAN CORP.
Spain	ILCO & DESIGN	169833	ILCO UNICAN CORP.
Sweden	ILCO & DEVICE	62700	ILCO UNICAN CORP.
Switzerland	ILCO & DESIGN	391650	ILCO UNICAN CORP.
Republic of South Africa	ILCO	259/45	ILCO UNICAN CORP.
Taiwan	ILCO & DESIGN	441296	ILCO UNICAN CORP.

Taiwan	ILCO & DESIGN	441274	ILCO UNICAN CORP.
Taiwan	PRECISION	639077	ILCO UNICAN CORP.
Uruguay	ILCO & DESIGN	230869	ILCO UNICAN CORP.
USA	INDEPENDENT LOCK CO.	1229248	ILCO UNICAN CORP.
USA	ILCO & DESIGN	931107	ILCO UNICAN CORP.
USA	ILCO & DESIGN	159382	ILCO UNICAN CORP.
USA	SIMPLEX	773164	ILCO UNICAN CORP.
USA	LOOK ALIKE	1110792	ILCO UNICAN CORP.
USA	ILCO & DESIGN	501244	ILCO UNICAN CORP.
USA	ILCO & DESIGN	556511	ILCO UNICAN CORP.
USA	ACCU-BORE	1170948	ILCO UNICAN CORP.
USA	TAYLOR	1193862	ILCO UNICAN CORP.
Australia	ILCO PADLOCK ASSORTMENT & DEV.	82893	ILCO UNICAN CORP.
Poland	ILCO	90961	ILCO UNICAN CORP.
Puerto Rico	ILCO	33436	ILCO UNICAN CORP.
Puerto Rico	ILCO	33439	ILCO UNICAN CORP.
Puerto Rico	ILCO	33435	ILCO UNICAN CORP.
Canada	HOME PROTECTION CENTER	TMA436604	ILCO UNICAN CORP.
Mexico	SIMPLEX	330003	ILCO UNICAN CORP.
Australia	ILCO	A616287	ILCO UNICAN CORP.
Australia	ILCO	A616286	ILCO UNICAN CORP.
Australia	ILCO	A616288	ILCO UNICAN CORP.
Australia	ILCO	A616289	ILCO UNICAN CORP.
Australia	ILCO	A616290	ILCO UNICAN CORP.
USA	SOLITAIRE	1808957	ILCO UNICAN CORP.
USA	MARLOK	1925152	ILCO UNICAN CORP.
Argentina	UNICAN	1667038	ILCO UNICAN CORP.
Great Britain & Northern Ireland	MARLOK	1563325	ILCO UNICAN CORP.
Hong Kong	MARLOK	068899 OF 1995 (6899/95)	ILCO UNICAN CORP.
Singapore	MARLOK	2237/94	ILCO UNICAN CORP.

USA	MILLENIUM	2333426	ILCO UNICAN CORP.
USA	CENTURION	2087737	ILCO UNICAN CORP.
USA	LORI	1011890	INTERNATIONAL SECURITY PRODUCTS INC.
USA	BARRIER	1180822	LORI CORPORATION
USA	THE SUPER BLOCKER	1253582	LORI CORPORATION
USA	VINDICATOR	1189821	MAS HAMILTON GROUP
USA	CD-X07	1969591	MAS HAMILTON GROUP
USA	VINDICATOR	1222062	MAS HAMILTON GROUP
USA	CENCON SYSTEM 2000	2008189	MAS HAMILTON GROUP
USA	MAS HAMILTON GROUP & DESIGN	1783837	MAS HAMILTON GROUP
USA	X-07	1804171	MAS HAMILTON GROUP
USA	AUDITCON	2080193	MAS HAMILTON GROUP
USA	POWERLEVER	2453522	MAS HAMILTON GROUP
USA	POWERSTAR	75/469153	MAS HAMILTON GROUP
USA	SOFTDRILL	2454041	MAS HAMILTON GROUP
USA	X-08	2446572	MAS HAMILTON GROUP
USA	SP-60	1178784	UNICAN SECURITY SYSTEMS CORP (ROCKY MOUNT)
USA	CLICK-IT	1261456	Ilco Unican Corp.
USA	ULTRACODE	78/067978	Ilco Unican Corp.

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CENCON.C	US	77130676	Mas Hamilton Group Inc.
CENTRAN.C	US	79242499	Mas Hamilton Group Inc.