

09-18-2001

Form PTO-1595  
(Rev. 03/01)

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

OMB No. 0651-0027 (exp. 5/31/2002)

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

## 1. Name of conveying party(ies):

Primus Holdings, L.P.

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: April 26, 2000

## 2. Name and address of receiving party(ies)

Name: Tristar Enterprises, L.L.C.

Internal Address: \_\_\_\_\_

Street Address: 14700 Detroit Avenue  
Suite 3City: Cleveland State: OH Zip: 44107Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)  
N/AB. Patent No.(s)  
See attached Schedule I.Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer K. McCloud

Internal Address: \_\_\_\_\_

Street Address: 5969 Sherry LaneSuite 1500City: Dallas State: TX Zip: 752256. Total number of applications and patents involved: 27. Total fee (37 CFR 3.41).....\$ 80.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(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.*Jennifer K. McCloud  
Name of Person SigningJennifer K. McCloud  
Signature8-17-01  
DateTotal number of pages including cover sheet, attachments, and documents: 8Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

09/18/2001 GTOM11 00000145 4154189

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PATENT  
REEL: 012153 FRAME: 0228

**SCHEDULE I**

Patent Nos.
4154189
4389635

**ASSIGNMENT AGREEMENT  
(Patent)**

THIS ASSIGNMENT AGREEMENT (PATENT), is made as of April 26 2000 (this "Agreement"), by and between **PRIMUS HOLDINGS, L.P.**, a Delaware limited partnership ("Assignor") and **TRISTAR ENTERPRISES, L.L.C.** a Delaware limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "**Asset Purchase Agreement**") dated of even date herewith, by and between Assignor and Assignee, Assignor has undertaken to and does this day transfer to Assignee all its right title and interest in and to certain patents and patent rights more particularly described herein; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to execute and deliver this Agreement in order to effectuate the transfer and assignment to Assignee of such patents and patent rights.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby agrees, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Asset Purchase Agreement.

SECTION 2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee all of its right, title and interest in and to all of the following property (the "**Patent Property**"), whether now or hereafter owned, existing or arising:

(a) those certain letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) those certain patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and b; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

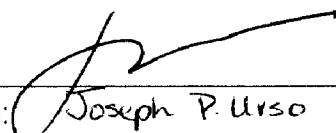
[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement (Patent) as of the day and year first written above.

ASSIGNOR:

PRIMUS HOLDINGS, L.P.,  
a Delaware limited partnership

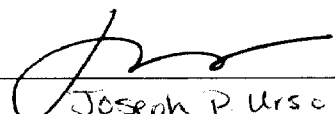
By: Primus Holding Corp.,  
a Delaware corporation

By:   
Name: Joseph P. Urso  
Title: Chairman

ASSIGNEE:

TRISTAR ENTERPRISES, L.L.C.,  
a Delaware limited liability company

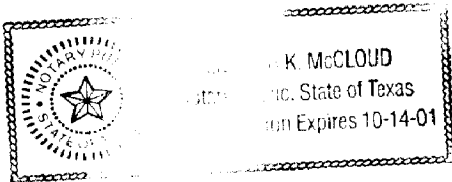
By: Tristar Industries, Inc.,  
a Delaware corporation

By:   
Name: Joseph P. Urso  
Title: Chairman

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS ) SS.

I, JENNIFER K. McCloud a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that JOSEPH P. KISO personally known to me to be a CHAIRMAN of PRIMUS HOLDINGS CORP., a Delaware corporation, the General Partner of Primus Holdings, L.P., a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26<sup>th</sup> day of April, 2000.



Jennifer K McCloud  
Notary Public

My Commission Expires:

10-13-01

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS ) SS.

I, JENNIFER K McCLOUD, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that JOSEPH P. URSO personally known to me to be the of **TRISTAR INDUSTRIES, INC.**, a Delaware corporation, managing member of **TRISTAR ENTERPRISES, L.L.C.**, a Delaware limited liability company personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as CHAIRMAN of said corporation on behalf of said limited liability company, pursuant to authority, given by the Board of Directors of said corporation and limited liability company as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation and limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26<sup>th</sup> day of April, 2000.



Jennifer K. McCLOUD  
Notary Public

My Commission Expires:

10-13-01

**Item A. Patents**

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
US	4154189	5/15/79	Manual Release and Test Apparatus
US	4389635	6/21/83	Interfacing Attachment for Remote Alarms

Pending Patent Application

None

Patent Applications in Preparation

None

**Item B. Patent Licenses**

None