

10-15-2002

Form PTO-1595 (Rev. 03/01)

RE



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

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

102248566

Tab settings

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

1. Name of conveying party(ies):

Winner International, Inc.

10-8-02

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: July 8, 2002

2. Name and address of receiving party(ies)

Name: Wells Fargo Business Credit, Inc.
Attn: Brian T. Sprink
Internal Address: 100 E. Wisconsin Avenue
Suite 1400

Milwaukee, WI 53202

Street Address: 100 East Wisconsin Avenue
Suite 1400
Milwaukee, WI 53202

City: Milwaukee State: WI Zip: 53202

Additional 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)
See Attached List

B. Patent No.(s)
See Attached List

Additional numbers attached? Yes No

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

Name: Howard, Solochek & Weber, S.C.
Attn: Albert Solochek
Internal Address: 324 E. Wisconsin Avenue
Suite 1100

Milwaukee, WI 53202

Street Address: 324 East Wisconsin Avenue
Suite 1100

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and patents involved: 29

7. Total fee (37 CFR 3.41).....\$ 1,160.00

- 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.

Albert Solochek
Name of Person Signing

Albert Solochek
Signature

10/3/2002
Date

Total number of pages including cover sheet, attachments, and documents: 20

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

10/15/2002 ANNED1 00000008 5755123

01 PC:581

1160.00 BP

PATENTS

DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
1099	THE CLUB SHIELD	541463	10/10/1995	5755123	05/26/1998	5/26/2001 11/26/2001	5/26/2005 11/26/05	5/26/2009 11/26/09
1099-1	STEERING WHEEL PROTECTION DEVICE	783435	01/16/1997	5735149	04/07/1998	4/7/2001 10/7/2001	4/7/2005 10/7/2005	4/7/2009 10/7/2009
1099-2	STEERING WHEEL PROTECTION DEVICE	928998	09/12/1997	5836186	11/17/1998	11/17/2001 5/17/2002	11/17/2005 5/17/2006	11/17/2009 5/17/2010
12348	CABLE LOCK	09/467491	12/20/1999					
12543	ANTI-THEFT DEVICE FOR VEHICLES	09/506884	02/18/2000	6202456	03/20/2001	3/20/2004 9/20/2004	3/20/2008 9/20/2008	3/20/2012 9/20/2012
12779	LOCKING RATCHET FOR A LASHING MECHANISM	09/713055	11/16/2000					
12780	NEW CLUB DESIGN							
12814	LEVER CLUB							
13097	CUFF II CLUB							
13221	VEHICLE STEERING WHEEL AND AIR BAG ANTTHEFT LOCKING APPARATUS	976369	11/21/1997	5778709	07/14/1998	7/14/2001 1/14/2002	7/14/2005 1/14/2006	7/14/2009 1/14/2010
1522	EMERGENCY COMMUNICATION SYSTEM FOR ATMS	901222	07/24/1997	6055438	04/25/2000	4/25/2003 10/25/2003	4/27/2007 10/27/2007	4/27/2011 10/27/2011
1607	VEHICLE ANTI-THEFT SYSTEM	863345	05/27/1997					

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DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
	WITH TAMPERING INDICATOR							
1724	STEERING WHEEL PROTECTION DEVICE (CIP OF JW-9972)	926787	09/10/1997	5855128	01/05/1999	1/2/2002 7/5/2002	1/5/2006 7/5/2006	1/5/2010 7/5/2010
1815	STEERING WHEEL & AIR BAG PROTECTION DEVICE	017287	02/02/1998	5996721	12/07/1999	12/7/2002 6/7/2003	12/7/2006 6/7/2007	12/7/2010 6/7/2011
7029	SELF CONTAINED ANTI THEFT DEVICE FOR MOTOR VEHICLES	564702	12/23/1983	4958084	09/18/1990	9/18/1993 3/18/1994	9/18/1997 3/18/1998	9/18/2001 3/18/2002
7029-1	SELF CONTAINED ANTI THEFT DEVICE FOR MOTOR VEHICLES	572684	08/27/1990	5132551	07/21/1992	7/21/1995 1/21/1996	7/21/1999 1/21/2000	7/31/2003 1/21/2004
7029-2	SELF CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	813596	12/26/1991	5184023	02/02/1993	2/2/1996 8/2/1996	2/2/2000 8/2/2000	2/2/2004 8/2/2004
7029-3	SELF CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	008305	01/25/1993	5287006	02/15/1994	2/15/1997 8/15/1997	2/15/2001 8/15/2001	2/15/2005 8/15/2005
7029-4	SELF-CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	195936	02/14/1994	5397925	03/14/1995	3/14/1998 9/14/1998	3/14/2002 9/14/2002	3/14/2006 9/14/2007
7305-1	AUTOMOBILE STEERING LOCK	015596	02/17/1987	4738127	04/19/1988	ALL FEES PAID		

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DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
9643	DOORSTOP	858495	03/27/1992	5454143	10/03/1995	10/3/1998 4/3/1999	10/3/2002 4/3/2003	10/3/2006 4/3/2007
9880	MECHANICAL DOOR STOP	456479	06/01/1995	5590928	01/07/1997	1/7/2000 7/7/2000	1/7/2004 7/7/2004	1/7/2008 7/7/2008
9953	ANTI-THEFT DEVICE FOR MOTOR VEHICLES (CIP OF JW-9080)	512065	08/07/1995	6400042	6/4/02	JW	US	P
9963DES	STEERING WHEEL COVER	43381	08/28/1995	D372418	08/06/1996	One time allowable fee paid		
9963DES-1	STEERING WHEEL GUARD	052865	04/10/1996	D383372	09/09/1997	One time allowable fee paid		
20000	Spider Club (Provisional Application)							

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of July 8th, 2002 is made by and among Winner International, Inc., a Florida corporation having a business location at the address set forth below next to its signature (the "Debtor"), Winner International Royalty LLC (Winner Royalty), a wholly owned subsidiary of Debtor, having a business location at the address set forth below next to its signature and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor. Winner Royalty owns the Winner Intellectual Property, which is licensed to Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor and Winner Royalty.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor and Winner Royalty hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by or licensed to the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by or licensed to the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor’s or any Affiliate’s business(es). If after the date hereof, the Debtor owns or controls or is licensed any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor’s or

any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns (except for Winner Royalty), controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights as licensee in Patents or Trademarks hereafter arising, absolute right as licensee to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor and Winner Royalty will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor and Winner Royalty will at their own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor and Winner Royalty covenant that they will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to

pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor or Winner Royalty fails to perform or observe any of their covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor or Winner Royalty notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor and Winner Royalty (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor and Winner Royalty hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor and Winner Royalty with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, and Winner Royalty any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor and Winner Royalty under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor and Winner Royalty hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor, Winner Royalty and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and Winner Royalty and delivered to

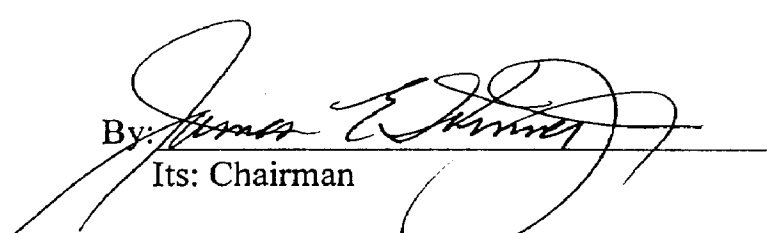
the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Wisconsin without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

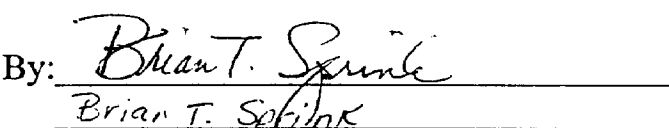
Winner International, Inc.
Winner Building
32 West State Street
Sharon, PA 16146

WINNER INTERNATIONAL, INC.

By: 
Its: Chairman

Wells Fargo Business Credit, Inc.
100 East Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202

WELLS FARGO BUSINESS CREDIT, INC.

By: 
Its: Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

The foregoing instrument was acknowledged before me this 8th day of July, 2002, by James. E. Winner, Jr., the Chairman of Winner International, Inc., a Florida corporation, on behalf of the corporation, and of Winner International Royalty LLC, a Delaware limited liability company, on behalf of the limited liability company.

Albert Solochek
Notary Public
State of WISCONSIN
My Commission: in permaent

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

The foregoing instrument was acknowledged before me this 8th day of July, 2002, by Brian T. Spurr, a vice - Pres. of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

Albert Solochek
Notary Public
State of WISCONSIN
My Commission: in permaent

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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2/7/02 2:16 PM

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark

Registration Number

Registration Date

APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

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7305-1	AUTOMOBILE STEERING LOCK	015596	02/17/1987	4738127	04/19/1988	ALL FEES PAID		

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DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
8998	REMOTE CONTROL ANTI-THEFT DEVICE	078831	06/21/1993	5412963	05/09/1995	5/9/1989 11/9/1998	5/9/2002 11/9/2002	5/9/2006 11/9/2006
	MANNER							
9057	REMINDER CLUB	007270	01/21/1993	5365215	11/15/1994	11/15/1997 5/15/1998	11/15/2001 5/15/2002	11/15/2005 5/15/2006
9058	MECHANICAL HOOD LOCK	008504	01/25/1993	5369970	12/06/1994	12/6/1997 6/6/1998	12/6/2001 6/6/2002	12/6/2005 6/6/2006
9080	ANTI-THEFT DEVICE FOR MOTOR VEHICLES	014560	02/08/1993	5604384	02/18/1997	2/18/2000 8/18/2000	2/18/2004 8/18/2004	2/18/2008 8/18/2008

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DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
9192	IMPROVED DOORSTEP	064876	05/24/1993	5383254	01/24/1995	1/24/1998 7/24/1998	1/24/2002 7/24/2002	1/24/2006 7/24/2006
9390	VEHICLE ANTI-THEFT DEVICE AND SYSTEM	322478	10/17/1994	5635899	06/03/1997	6/3/2000 12/3/2000	6/7/2004 12/3/2004	6/3/2008 12/3/2008
9390-1	VEHICLE ANTI-THEFT DEVICE AND SYSTEM	633121	04/16/1996	5673575	10/07/1997	10/7/2000 6/7/2001	10/7/2004 4/7/2005	10/7/2008 4/7/2009
9391-1	VEHICLE ANTI-THEFT SYSTEM	534836	09/27/1995	5600979	02/11/1997	2/11/2000 8/11/2000	2/11/2004 8/11/2004	2/11/2008 8/11/2008
9485-1	VEHICLE ACCESSORY PROTECTION SYSTEM	566688	12/04/1995	5598142	01/28/1997	1/28/2000 7/28/2000	1/28/2004 7/28/2004	1/28/2008 7/28/2008
9591	PROTECTIVE CANNISTER	337753	11/14/1994	5531344	07/02/1996	7/2/1999 1/2/2000	7/2/2003 1/2/2004	7/2/2007 1/2/2008

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DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
9643	DOORSTOP	858495	03/27/1992	5454143	10/03/1995	10/31/1998 4/3/1999	10/3/2002 4/3/2003	10/3/2006 4/3/2007
9880	MECHANICAL DOOR STOP	456479	06/01/1995	5590928	01/07/1997	1/7/2000 7/7/2000	1/7/2004 7/7/2004	1/7/2008 7/7/2008
9953	ANTI-THEFT DEVICE FOR MOTOR VEHICLES (CIP OF JW-9080)	512065	08/07/1995	6400042	6/4/02	JW	US	P
9963DES	STEERING WHEEL COVER	43381	08/28/1995	D372418	08/06/1996	One time allowable fee paid		
9963DES-1	STEERING WHEEL GUARD	052865	04/10/1996	D383372	09/09/1997	One time allowable fee paid		
20000	Spider Club (Provisional Application)							

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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):
Winner International, Inc.
10-8-02
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Wells Fargo Business Credit, Inc.
Attn: Brian T. Sprink
Internal Address: 100 E. Wisconsin Avenue
Suite 1400
Milwaukee, WI 53202
Street Address: 100 East Wisconsin Avenue
Suite 1400
Milwaukee, WI 53202
City: Milwaukee State: WI Zip: 53202
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: July 8, 2002

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)
See Attached List
B. Patent No.(s)
See Attached List
Additional numbers attached? Yes No

6. Total number of applications and patents involved: 29
7. Total fee (37 CFR 3.41).....\$ 1,160.00
 Enclosed
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Howard, Solochek & Weber, S.C.
Attn: Albert Solochek
Internal Address: 324 E. Wisconsin Avenue
Suite 1100
Milwaukee, WI 53202
Street Address: 324 East Wisconsin Avenue
Suite 1100
City: Milwaukee State: WI Zip: 53202

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.
Albert Solochek *Albert Solochek* 10/3/2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 20

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

PATENTS

DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
1099	THE CLUB SHIELD	541463	10/10/1995	5755123	05/26/1998	5/26/2001 11/26/2001	5/26/2005 11/26/05	5/26/2009 11/26/09
1099-1	STEERING WHEEL PROTECTION DEVICE	783435	01/16/1997	5735149	04/07/1998	4/7/2001 10/7/2001	4/7/2005 10/7/2005	4/7/2009 10/7/2009
1099-2	STEERING WHEEL PROTECTION DEVICE	928998	09/12/1997	5836186	11/17/1998	11/17/2001 5/17/2002	11/17/2005 5/17/2006	11/17/2009 5/17/2010
12348	CABLE LOCK	09/467491	12/20/1999					
12543	ANTI-THEFT DEVICE FOR VEHICLES	09/506884	02/18/2000	6202456	03/20/2001	3/20/2004 9/20/2004	3/20/2008 9/20/2008	3/20/2012 9/20/2012
12779	LOCKING RATCHET FOR A LASHING MECHANISM	09/713055	11/16/2000					
12780	NEW CLUB DESIGN							
12814	LEVER CLUB							
13097	CUFF II CLUB							
13221	VEHICLE STEERING WHEEL AND AIR BAG ANTI-THEFT LOCKING APPARATUS	976369	11/21/1997	5778709	07/14/1998	7/14/2001 1/14/2002	7/14/2005 1/14/2006	7/14/2009 1/14/2010
1522	EMERGENCY COMMUNICATION SYSTEM FOR ATMS	901222	07/24/1997	6055438	04/25/2000	4/25/2003 10/25/2003	4/27/2007 10/27/2007	4/27/2011 10/27/2011
1607	VEHICLE ANTI-THEFT SYSTEM	863345	05/27/1997					

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DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
	WITH TAMPERING INDICATOR							
1724	STEERING WHEEL PROTECTION DEVICE (CIP OF JW-9972)	926787	09/10/1997	5855128	01/05/1999	1/2/2002 7/5/2002	1/5/2006 7/5/2006	1/5/2010 7/5/2010
1815	STEERING WHEEL & AIR BAG PROTECTION DEVICE	017287	02/02/1998	5996721	12/07/1999	12/7/2002 6/7/2003	12/7/2006 6/7/2007	12/7/2010 6/7/2011
7029	SELF CONTAINED ANTI THEFT DEVICE FOR MOTOR VEHICLES	564702	12/23/1983	4958084	09/18/1990	9/18/1993 3/18/1994	9/18/1997 3/18/1998	9/18/2001 3/18/2002
7029-1	SELF CONTAINED ANTI THEFT DEVICE FOR MOTOR VEHICLES	572684	08/27/1990	5132551	07/21/1992	7/21/1995 1/21/1996	7/21/1999 1/21/2000	7/31/2003 1/21/2004
7029-2	SELF CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	813596	12/26/1991	5184023	02/02/1993	2/2/1996 8/2/1996	2/2/2000 8/2/2000	2/2/2004 8/2/2004
7029-3	SELF CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	008305	01/25/1993	5287006	02/15/1994	2/15/1997 8/15/1997	2/15/2001 8/15/2001	2/15/2005 8/15/2005
7029-4	SELF-CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	195936	02/14/1994	5397925	03/14/1995	3/14/1998 9/14/1998	3/14/2002 9/14/2002	3/14/2006 9/14/2007
7305-1	AUTOMOBILE STEERING LOCK	015596	02/17/1987	4738127	04/19/1988	ALL FEES PAID		

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DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
9390	VEHICLE ANTI-THEFT DEVICE AND SYSTEM	322478	10/17/1994	5635899	06/03/1997	6/3/2000 12/3/2000	6/7/2004 12/3/2004	6/3/2008 12/3/2008
9390-1	VEHICLE ANTI-THEFT DEVICE AND SYSTEM	633121	04/16/1996	5673575	10/07/1997	10/7/2000 6/7/2001	10/7/2004 4/7/2005	10/7/2008 4/7/2009
9391-1	VEHICLE ANTI-THEFT SYSTEM	534836	09/27/1995	5600979	02/11/1997	2/11/2000 8/11/2000	2/11/2004 8/11/2004	2/11/2008 8/11/2008
9485-1	VEHICLE ACCESSORY PROTECTION SYSTEM	566688	12/04/1995	5598142	01/28/1997	1/28/2000 7/28/2000	1/28/2004 7/28/2004	1/28/2008 7/28/2008
9591	PROTECTIVE CANNISTER	337753	11/14/1994	5531344	07/02/1996	7/2/1999 1/2/2000	7/2/2003 1/2/2004	7/2/2007 1/2/2008

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20000	Spider Club (Provisional Application)							

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of July 8th, 2002 is made by and among Winner International, Inc., a Florida corporation having a business location at the address set forth below next to its signature (the "Debtor"), Winner International Royalty LLC (Winner Royalty), a wholly owned subsidiary of Debtor, having a business location at the address set forth below next to its signature and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor. Winner Royalty owns the Winner Intellectual Property, which is licensed to Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor and Winner Royalty.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor and Winner Royalty hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) *Existence; Authority.* The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) *Patents.* Exhibit A accurately lists all Patents owned or controlled by or licensed to the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) *Trademarks.* Exhibit B accurately lists all Trademarks owned or controlled by or licensed to the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor’s or any Affiliate’s business(es). If after the date hereof, the Debtor owns or controls or is licensed any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor’s or

any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns (except for Winner Royalty), controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights as licensee in Patents or Trademarks hereafter arising, absolute right as licensee to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor and Winner Royalty will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor and Winner Royalty will at their own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor and Winner Royalty covenant that they will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to

pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) ***Secured Party's Right to Take Action.*** If the Debtor or Winner Royalty fails to perform or observe any of their covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor or Winner Royalty notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor and Winner Royalty (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor and Winner Royalty hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor and Winner Royalty with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, and Winner Royalty any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor and Winner Royalty under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor and Winner Royalty hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor, Winner Royalty and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and Winner Royalty and delivered to

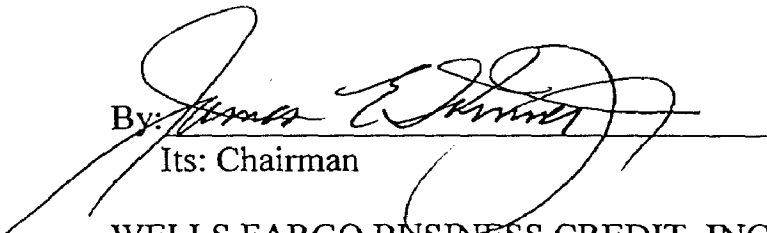
the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Wisconsin without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

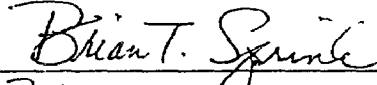
Winner International, Inc.
Winner Building
32 West State Street
Sharon, PA 16146

WINNER INTERNATIONAL, INC.

By: 
Its: Chairman

Wells Fargo Business Credit, Inc.
100 East Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202

WELLS FARGO BUSINESS CREDIT, INC.

By: 
Brian T. Sprink
Its: Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

The foregoing instrument was acknowledged before me this 8th day of July, 2002, by James. E. Winner, Jr., the Chairman of Winner International, Inc., a Florida corporation, on behalf of the corporation, and of Winner International Royalty LLC, a Delaware limited liability company, on behalf of the limited liability company.

Albert Solochek
Notary Public
State of WISCONSIN
My Commission: is permanent

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

The foregoing instrument was acknowledged before me this 8th day of July, 2002, by Brian T. Spueh, a vice - Pres. of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

Albert Solochek
Notary Public
State of WISCONSIN
My Commission: is permanent

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark

Registration Number

Registration Date

APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

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PATENTS

DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
1099	THE CLUB SHIELD	541463	10/10/1995	5755123	05/26/1998	5/26/2001 11/26/2001	5/26/2005 11/26/05	5/26/2009 11/26/09
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12543	ANTI-THEFT DEVICE FOR VEHICLES	09/506884	02/18/2000	6202456	03/20/2001	3/20/2004 9/20/2004	3/20/2008 9/20/2008	3/20/2012 9/20/2012
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13097	CUFF II CLUB							
13221	VEHICLE STEERING WHEEL AND AIR BAG ANTI-THEFT LOCKING APPARATUS	976369	11/21/1997	5778709	07/14/1998	7/14/2001 1/14/2002	7/14/2005 1/14/2006	7/14/2009 1/14/2010
1522	EMERGENCY COMMUNICATION SYSTEM FOR ATMS	901222	07/24/1997	6055438	04/25/2000	4/25/2003 10/25/2003	4/27/2007 10/27/2007	4/27/2011 10/27/2011
1607	VEHICLE ANTI-THEFT SYSTEM	863345	05/27/1997					

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DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
	WITH TAMPERING INDICATOR							
1724	STEERING WHEEL PROTECTION DEVICE (CIP OF JW-9972)	926787	09/10/1997	5855128	01/05/1999	1/2/2002 7/5/2002	1/5/2006 7/5/2006	1/5/2010 7/5/2010
1815	STEERING WHEEL & AIR BAG PROTECTION DEVICE	017287	02/02/1998	5996721	12/07/1999	12/7/2002 6/7/2003	12/7/2006 6/7/2007	12/7/2010 6/7/2011
7029	SELF CONTAINED ANTI THEFT DEVICE FOR MOTOR VEHICLES	564702	12/23/1983	4958084	09/18/1990	9/18/1993 3/18/1994	9/18/1997 3/18/1998	9/18/2001 3/18/2002
7029-1	SELF CONTAINED ANTI THEFT DEVICE FOR MOTOR VEHICLES	572684	08/27/1990	5132551	07/21/1992	7/21/1995 1/21/1996	7/21/1999 1/21/2000	7/31/2003 1/21/2004
7029-2	SELF CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	813596	12/26/1991	5184023	02/02/1993	2/2/1996 8/2/1996	2/2/2000 8/2/2000	2/2/2004 8/2/2004
7029-3	SELF CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	008305	01/25/1993	5287006	02/15/1994	2/15/1997 8/15/1997	2/15/2001 8/15/2001	2/15/2005 8/15/2005
7029-4	SELF-CONTAINED ANTI-THEFT DEVICE FOR MOTOR VEHICLES	195936	02/14/1994	5397925	03/14/1995	3/14/1998 9/14/1998	3/14/2002 9/14/2002	3/14/2006 9/14/2007
7305-1	AUTOMOBILE STEERING LOCK	015596	02/17/1987	4738127	04/19/1988	ALL FEES PAID		

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DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
9192	IMPROVED DOORSTEP	064876	05/24/1993	5383254	01/24/1995	1/24/1998 7/24/1998	1/24/2002 7/24/2002	1/24/2006 7/24/2006
9390	VEHICLE ANTI-THEFT DEVICE AND SYSTEM	322478	10/17/1994	5635899	06/03/1997	6/3/2000 12/3/2000	6/7/2004 12/3/2004	6/3/2008 12/3/2008
9390-1	VEHICLE ANTI-THEFT DEVICE AND SYSTEM	633121	04/16/1996	5673575	10/07/1997	10/7/2000 6/7/2001	10/7/2004 4/7/2005	10/7/2008 4/7/2009
9391-1	VEHICLE ANTI-THEFT SYSTEM	534836	09/27/1995	5600979	02/11/1997	2/11/2000 8/11/2000	2/11/2004 8/11/2004	2/11/2008 8/11/2008
9485-1	VEHICLE ACCESSORY PROTECTION SYSTEM	566688	12/04/1995	5598142	01/28/1997	1/28/2000 7/28/2000	1/28/2004 7/28/2004	1/28/2008 7/28/2008
9591	PROTECTIVE CANNISTER	337753	11/14/1994	5531344	07/02/1996	7/2/1999 1/2/2000	7/2/2003 1/2/2004	7/2/2007 1/2/2008

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DOCKET NO.	SUBJECT	SERIAL NO.	FILED	PATENT NO.	ISSUED	3 1/2 yr	7 1/2 yr	11 1/2 yr
9643	DOORSTOP	858495	03/27/1992	5454143	10/03/1995	10/3/1998 4/3/1999	10/3/2002 4/3/2003	10/3/2006 4/3/2007
9880	MECHANICAL DOOR STOP	456479	06/01/1995	5590928	01/07/1997	1/7/2000 7/7/2000	1/7/2004 7/7/2004	1/7/2008 7/7/2008
9953	ANTI-THEFT DEVICE FOR MOTOR VEHICLES (CIP OF JW-9080)	512065	08/07/1995	6400042	6/4/02	JW	US	P
9963DES	STEERING WHEEL COVER	43381	08/28/1995	D372418	08/06/1996	One time allowable fee paid		
9963DES-1	STEERING WHEEL GUARD	052865	04/10/1996	D383372	09/09/1997	One time allowable fee paid		
20000	Spider Club (Provisional Application)							

PATENT