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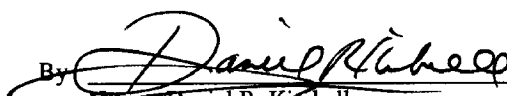
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11.6.03

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

22241 U.S. PTO  
29/193312



<p>1. Name of conveying party(ies): <b>Rodolfo Linares</b></p> <p>Additional name(s) of conveying party(ies) attached: no</p>	<p>2. Name and address of receiving party(ies): Name: <b>S.P.E.P. Acquisition Corp.</b></p> <p>Street Address: 3144 E. Maria Street, Rancho Dominguez, California 90221</p>
<p>3. Name of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: November 3, 2003</p>	<p>Additional name(s) &amp; address(es) attached? NO</p>
<p>4. Application number(s) or patent number(s): <b>29193312</b></p> <p>If this document is being filed together with a new application, the execution date of the application is: November 3, 2003</p> <p>A. Patent Application No.(s)             B. Patent No.(s)</p> <p>Additional numbers attached? no</p>	
<p>5. Please return the recorded document and address all correspondence to:</p> <p><b>CHRISTIE, PARKER &amp; HALE, LLP</b>  P.O. Box 7068  Pasadena, CA 91109-7068  Attention: Daniel R. Kimbell</p>	<p>6. Total number of applications and patents involved <span style="border: 1px solid black; padding: 2px;">1</span></p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40.00</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>10. <input type="checkbox"/> Explanatory letter is enclosed.</p>	
<p>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.</p> <p>Date: November 6, 2003</p> <p style="text-align: right;">By   Name: Daniel R. Kimbell  626/795-9900</p> <p>Express Mail No. EL 904756965 US</p> <p>11/14/2003 LNUELLER 00000124 29193312</p> <p>01 FC:8021      40.00 OP</p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">3</span></p>	

DRK/eaj

**ASSIGNMENT OF DESIGN**

**WHEREAS, I, Rodolfo Linares**, residing at 6702 Duchess Drive, Whittier, California 90606, have invented an ornamental design disclosed in an application for United States Letters Patent entitled PADLOCKING L-HANDLE, and executed by me on even date herewith;

**AND WHEREAS S.P.E.P. Acquisition Corp.**, a California Corporation, having a place of business at 3144 E. Maria Street, Rancho Dominguez, California 90221 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said design and application.

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to said design, and said application and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said design in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said design in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said design to ASSIGNEE in accordance with the terms of this Assignment;

**AND I HEREBY** covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

**AND I HEREBY** further covenant and agree that I will communicate to ASSIGNEE any facts known to me respecting said design, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said design in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 3 day of NOVEMBER, 2003.

By Rodolfo Linares  
Rodolfo Linares

STATE OF )  
COUNTY OF )

On \_\_\_\_\_, before me \_\_\_\_\_,  
Notary Public, personally appeared **Rodolfo Linares** personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

DRK/caj  
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