

CH \$80.00 191345 5813261

ASSIGNMENT OF PATENTS made as of the 6th day of August, 2004, by Robert D. Boehlow ("Boehlow"), an individual residing at 1463 Scenic Drive, Herculaneum, Missouri 63048 ("Assignor"), to BDH Holding, LLC, a Missouri limited liability company with its principal place of business at 3144 Sunrise Lane, St. Louis, Missouri 63129 ("Assignee").

WHEREAS, Assignor is the owner of (i) a fifty percent (50%) interest in and to United States Patent No. 5,813,261, issued September 29, 1998, for a keyless deadbolt lock engaging device and (ii) a fifty percent (50%) interest in and to United States Patent No. 6,601,420, issued August 5, 2003, which patent is a continuation of United States Patent No. 5,813,261 (collectively, the "Patents"); and

WHEREAS, Assignor and Assignee are parties to a Contribution Agreement dated as of August 6, 2004 (the "Agreement"), pursuant to which Assignor, in exchange for an ownership and other interests in Assignee, has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Patents; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in and to the Patents;

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the Patents, together with the goodwill of the business associated therewith, all rights to sue for infringement of the Patents, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Patents as of the date first above written.


Robert D. Boehlow

State of Missouri)
City of St. Louis) ss.:

On this 6th day of August, 2004, before me personally appeared Robert D. Boehlow, 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 he acknowledged to me that he executed the same.

Witness my hand and official seal.

Dawn M. Renwick
Notary Public

