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07-27-2004

Form PTO-1595

RE

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

OMB No. 0651-0027 (exp. 6/30/2005)



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102799673

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

1. Name of conveying party(ies):

James K. Bentley, and  
Willard H. Crawford

2. Name and address of receiving party(ies)

Name: LCKJA, LLC, a California limited liability company

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

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other \_\_\_\_\_

Street Address: 8090 Cristobal Avenue

City: Atascadero State: CA Zip: 93422

Execution Date: 05/25/2004

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) \_\_\_\_\_

B. Patent No.(s) \_\_\_\_\_

See attached continuation sheet

Additional numbers attached? ☒ Yes ☐ No

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

Name: Melissa M. McGann, Andre, Morris & Buttery

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

Street Address: 1102 Laurel Lane

City: San Luis Obispo State: CA Zip: 93401

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 3.41).....\$ 800.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

RECEIVED  
JUL 22 2004  
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DO NOT USE THIS SPACE

9. Signature.

07/26/2004 670111 00000026 6732466

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800.00 DP

Melissa M. McGann, Esq.

Name of Person Signing

Melissa M. McGann

Signature

July 8, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 12

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 015583 FRAME: 0730



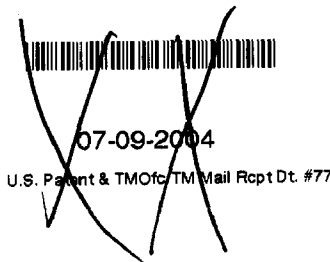
**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

4. **Application numbers or patent numbers: (CONTINUATION)**  
B. **Patent Nos.**

Patent No.	Date Issued	Owner	Title of Patent	
1	6,732,466	05/11/2004	James K. Bentley	SpecOps Stock – Recoil system for the receiver of a firearm
2	6,619,082	9/16/2003	James K. Bentley	Wall mount corner gun lock assembly
3	6,389,726	5/21/2002	James K. Bentley	Gun lock assembly
4	6,349,575	2/26/2002	James K. Bentley	Cable lock system
5	D449,813	10/30/2001	James K. Bentley	Removable rear seat support strut for sport utility vehicles
6	6,068,232	5/30/2000	James K. Bentley	Removable support strut for foldable sports utility vehicle seat
7	5,685,239	11/11/1997	James K. Bentley	Wall safe assembly
8	5,669,252	9/23/1997	James K. Bentley	Combination shotgun lock and ejection port cover assembly
9	5,412,959	5/9/1995	James K. Bentley	Gun lock assembly
10	5,325,686	7/5/1994	James K. Bentley	Wall mount gun lock assembly
11	5,271,174	12/21/1993	James K. Bentley	Combination wall mount/portable gun lock assembly
12	4,951,577	8/28/1990	James K. Bentley	Wall safe assembly
13	6,032,395	3/7/2000	James K. Bentley and Willard H. Crawford	Magazine loaded pump action shotgun
14	5,974,718	11/2/1999	James K. Bentley and Willard H. Crawford	Recoil system for the butt of a firearm
15	5,771,620	6/30/1998	James K. Bentley and Willard H. Crawford	Magazine for pump action shotgun
16	5,752,339	5/19/1998	James K. Bentley and Willard H. Crawford	Recoil system for the butt of a firearm
17	5,722,195	3/3/1998	James K. Bentley and Willard H. Crawford	Pistol grip recoil system for the receiver of a firearm
18	5,600,083	2/4/1997	James K. Bentley and Willard H. Crawford	Magazine for pump action shotgun
19	5,561,258	10/1/1996	James K. Bentley and Willard H. Crawford	Magazine for pump action shotgun
20	5,456,153	10/10/1995	James K. Bentley and Willard H. Crawford	Magazine for pump action shotgun

**ANDRE,  
MORRIS  
& BUTTERY**

A PROFESSIONAL LAW CORPORATION



July 8, 2004

PETER R. ANDRE (1918-2000)  
MICHAEL J. MORRIS  
JAMES C. BUTTERY  
DENNIS D. LAW  
J. TODD MIROLLA  
SCOTT W. WALL  
MARY E. McALISTER  
KATHRYN M. EPPRIGHT  
KEVIN D. MORRIS  
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1102 Laurel Lane  
Post Office Box 730  
San Luis Obispo, CA 93406-0730

Telephone 805.543.4171  
Facsimile 805.543.0752

2739 Santa Maria Way, Third floor  
Post Office Box 1430  
Santa Maria, CA 93456-1430

**Via Federal Express**

United States Patent and Trademark Office  
Office of Public Records – Assignment Recordation Services  
Commissioner for Patents  
2900 Crystal Drive  
Arlington, VA 22202-3514

**Re: Recordation of Patent Mortgage Security Agreement**  
**Secured Party: LCKJA, LLC, a California limited liability company**  
**Inventors: James K. Bentley and Willard J. Crawford**

Ladies and Gentlemen:

Enclosed for recordation please find a copy of a Patent Mortgage Security Agreement dated May 25, 2004 (the "Agreement"), conveying a security interest from James K. Bentley and Willard J. Crawford to LCKJA, LLC, a California limited liability company, all of their right, title, and interest in and to the following registered patents:

1. Patent No. 6,732,466, Inventor: James K. Bentley;
2. Patent No. 6,619,082, Inventor: James K. Bentley;
3. Patent No. 6,389,726, Inventor: James K. Bentley;
4. Patent No. 6,349,575, Inventor: James K. Bentley;
5. Patent No. D449,813, Inventor: James K. Bentley;
6. Patent No. 6,068,232, Inventor: James K. Bentley;
7. Patent No. 5,685,239, Inventor: James K. Bentley;
8. Patent No. 5,669,252, Inventor: James K. Bentley;
9. Patent No. 5,412,959, Inventor: James K. Bentley;
10. Patent No. 5,325,686, Inventor: James K. Bentley;
11. Patent No. 5,271,174, Inventor: James K. Bentley;
12. Patent No. 4,951,577, Inventor: James K. Bentley;
13. Patent No. 6,032,395, Inventors: James K. Bentley and Willard H. Crawford;
14. Patent No. 5,974,718, Inventors: James K. Bentley and Willard H. Crawford;
15. Patent No. 5,771,620, Inventors: James K. Bentley and Willard H. Crawford;
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17. Patent No. 5,722,195, Inventors: James K. Bentley and Willard H. Crawford;
18. Patent No. 5,600,083, Inventors: James K. Bentley and Willard H. Crawford;
19. Patent No. 5,561,258, Inventors: James K. Bentley and Willard H. Crawford; and
20. Patent No. 5,456,153, Inventors: James K. Bentley and Willard H. Crawford.

United States Patent and Trademark Office

July 8, 2004

Page 2

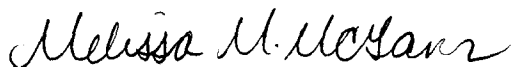
Attached to the Agreement is a copy of the United States Patent and Trademark Office's Recordation Form Cover Sheet (Form PTO-1595).

Please record, process and microfilm the Agreement and Cover Sheet. After the processing and microfilming has been completed, please return them to the address indicated on the Cover Sheet, along with the notice of recordation of the Agreement and the associated reel and frame numbers. Enclosed please find our client's check number 6277 in the amount of \$800.00 and made payable to the Commissioner of Patents and Trademarks to cover the recording fees for twenty (20) patents.

Kindly sign and return to me the acknowledgment of receipt that appears below and return it to my attention in the stamped, self-addressed envelope enclosed. An extra copy of this letter is enclosed for your convenience.

Thank you for your assistance. If you have any questions, please do not hesitate to give either me or Scott Wall a call.

Very truly yours,



Melissa M. McGann

MMM/njd  
Enclosures

cc: LCKJA, LLC (via e-mail) (without enclosures)  
Scott W. Wall, Esq. (without enclosures)

The Patent Mortgage Security Agreement described above was acknowledged and received by the United States Patent and Trademark Office on \_\_\_\_\_, 2004.

United States Patent and Trademark Office

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ANDRE,  
MORRIS  
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July 8, 2004

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**Inventors:           James K. Bentley and Willard J. Crawford**

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1. Patent No. 6,732,466, Inventor: James K. Bentley;
2. Patent No. 6,619,082, Inventor: James K. Bentley;
3. Patent No. 6,389,726, Inventor: James K. Bentley;
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5. Patent No. D449,813, Inventor: James K. Bentley;
6. Patent No. 6,068,232, Inventor: James K. Bentley;
7. Patent No. 5,685,239, Inventor: James K. Bentley;
8. Patent No. 5,669,252, Inventor: James K. Bentley;
9. Patent No. 5,412,959, Inventor: James K. Bentley;
10. Patent No. 5,325,686, Inventor: James K. Bentley;
11. Patent No. 5,271,174, Inventor: James K. Bentley;
12. Patent No. 4,951,577, Inventor: James K. Bentley;
13. Patent No. 6,032,395, Inventors: James K. Bentley and Willard H. Crawford;
14. Patent No. 5,974,718, Inventors: James K. Bentley and Willard H. Crawford;
15. Patent No. 5,771,620, Inventors: James K. Bentley and Willard H. Crawford;
16. Patent No. 5,752,339, Inventors: James K. Bentley and Willard H. Crawford;
17. Patent No. 5,722,195, Inventors: James K. Bentley and Willard H. Crawford;
18. Patent No. 5,600,083, Inventors: James K. Bentley and Willard H. Crawford;
19. Patent No. 5,561,258, Inventors: James K. Bentley and Willard H. Crawford; and
20. Patent No. 5,456,153, Inventors: James K. Bentley and Willard H. Crawford.

**PATENT MORTGAGE  
AND SECURITY AGREEMENT**

THIS PATENT MORTGAGE AND SECURITY AGREEMENT (the "Agreement") is made and effective as of May 25<sup>th</sup>, 2004 (the "Effective Date"), by and between LCKJA, LLC, a California limited liability company ("Lender"), and JAMES K. BENTLEY ("Bentley"), and WILLARD J. CRAWFORD ("Crawford") shall be referred to collectively as the "Inventor" or "Inventors").

**RECITALS**

A. Lender has agreed to lend KNOXX INDUSTRIES, LLC, a California limited liability company ("Debtor"), certain funds (the "Loans") pursuant to that certain Secured Promissory Note of even date (the "Note") executed by Debtor in favor of Lender. The Note is to be secured by a priority security interest in certain patents owned by Inventors

B. Inventors have direct or indirect interests in Debtor. To induce Lender to make the Loans to Debtor, the Inventors have agreed to assign certain intangible property to Lender for purposes of securing the obligations of Debtor to Lender. In particular, the Inventors are the inventors and owners of certain patents which are registered with the United States Patent and Trademark Office and other patents which are registered worldwide (collectively, the "Intellectual Property"). Inventors have licensed the Intellectual Property to Debtor for use in the ordinary course of its business.

C. Ownership of the Intellectual Property is as follows: (1) Bentley is the owner of the U.S. patents that are more particularly described in attached Schedule 1 (the "Bentley Patents"). Bentley and one or more of the Inventors are also the owners of certain worldwide patents, which are also described in attached Schedule 1; (2) Bentley and Crawford are the Owners of the U.S. patents that are more particularly described in attached Schedule 2 (the "Bentley-Crawford Patents").

NOW, THEREFORE, the parties hereto agree as follows:

**AGREEMENT**

**1. Collateral Assignment. Patent Mortgage and Grant of Security Interest.**

1.1. As collateral security for the payment and performance of all of Debtor's present or future indebtedness, obligations and liabilities to Lender, including, without limitation, such indebtedness, obligations and liabilities under the Loan Agreement and any other documents executed in connection therewith (as the same may be modified, amended, supplemented, restated or superseded from time to time, collectively, the "Loan Documents"), the Inventors, jointly and severally, hereby

grant a security interest and mortgage to Lender in and to the Inventors' entire right, title and interest in, to and under the following Intellectual Property and rights related thereto (all of which shall collectively be called the "Intellectual Property Collateral"):

1.1.1. All licenses or other rights to use any of the Intellectual Property and all license fees and royalties arising from such use to the extent permitted by such license or rights and not prohibited by applicable law;

1.1.2. All amendments, continuations, renewals and extensions of any of the Intellectual Property;

1.1.3. Any and all income, royalties, damages, claims, and payments now and hereafter due and payable, including, without limitation, all claims for damages and payments by way of past, present and future infringement, misappropriation, or dilution of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; and

1.1.4. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

1.2. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, or any or all other rights, powers or remedies.

1.3. Notwithstanding any of the foregoing, the term "Intellectual Property Collateral" shall not include any general intangibles of Inventors (whether owned or held as licensee or lessee, or otherwise), to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the grant of security interest herein shall extend to, and the term "Intellectual Property Collateral" shall include, (A) any and all proceeds of any general intangibles which are otherwise excluded to the extent that the assignment or encumbrance of such proceeds is not so restricted, (B) upon obtaining the consent of any such licensor, lessor or other applicable party's consent with respect to any such otherwise excluded general intangibles, such general intangibles as well as any and all proceeds thereof that might theretofore have been excluded from such a grant of a security interest and the term "Intellectual Property Collateral" and (C) any general intangible which is an account receivable or proceed of or otherwise related to the enforcement or collection of any account receivable or goods which are the subject of any account receivable.

2. **Authorization and Request.** Inventors authorize and direct that this conditional assignment be recorded with the United States Commissioner of Patents and Trademarks and any other worldwide regulatory body, as applicable.

3. **Covenants and Warranties.** As it applies to their respective Intellectual Property, each Inventor, jointly and severally, represents, warrants, covenants and agrees as follows:

3.1. Inventor is now the owner of his respective Intellectual Property Collateral, except for licenses granted by Inventor to Debtor in the ordinary and normal course of business as now conducted, and no other person has any right of ownership to his respective Intellectual Property;

3.2. Performance of this Agreement does not conflict with or result in a breach of any agreement to which Inventor is a party or by which Inventor is bound;

3.3. During the term of this Agreement, Inventor will not sell, transfer, assign or otherwise encumber any interest in the Intellectual Property Collateral, except for (i) licenses granted by Inventor to Debtor in the ordinary and normal course of its business as now conducted or as set forth in this Agreement and that do not, in the aggregate, impair the Intellectual Property Collateral and (ii) subject to Inventor's execution of appropriate documents, in a form acceptable to Lender, to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral, transfer to affiliates of Inventor;

3.4. To its knowledge, each of the patents comprising the Intellectual Property Collateral is valid and enforceable, and there is no Intellectual Property which has been judged invalid or unenforceable, in whole or in part, and no material claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

3.5. In connection with the quarterly report required under Section 6.1 below, Inventor shall promptly advise Lender of any material changes in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership rights of Inventor in or to any Intellectual Property not specified in this Agreement;

3.6. Inventor shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property; (ii) use all commercially reasonable efforts to detect infringements of the Intellectual Property and promptly advise Lender in writing of material infringements detected; and (iii) not allow any of his Intellectual Property to be abandoned, forfeited or dedicated to the public, without the written consent of Lender which shall not be unreasonably withheld;

3.7. Inventor is not party, nor will he, without the prior written consent of Lender, become party in the future, to any license or contract included in the Intellectual Property Collateral which, pursuant to its terms is not assignable or capable of being encumbered;

3.8. This Agreement creates, and in the case of after-acquired Intellectual Property Collateral, will create at the time Inventor first has rights in such after-acquired Intellectual Property Collateral, in favor of Lender a valid and (upon taking appropriate actions) perfected first priority security interest in the Intellectual Property Collateral in the United States or worldwide securing the payment and performance of all present or future indebtedness, obligations and liabilities of Debtor to Lender, including, without limitation, such indebtedness, obligations and liabilities under the Loan Agreement and the other loan documents, upon making the filings referred to in Section 3.9 below;



3.9. To his knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, and (2) the UCC Division of the Secretary of State of California, necessary to perfect the security interests and assignment created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Inventor of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Inventor in the United States or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies hereunder;

3.10. All information supplied to Lender by or on behalf of Inventor or Debtor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

3.11. Inventor shall not enter into any agreement that would materially impair or conflict with Inventor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. For purposes of this Section 3.11, Inventor's entering into license agreements with Debtor in the ordinary course of business shall not be deemed to materially impair or conflict with Inventor's obligations hereunder. Inventor shall not, without the prior written consent of Lender, permit the inclusion in any material contract to which he becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Inventor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

3.12. Upon obtaining actual knowledge thereof, Inventor will promptly notify Lender in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Inventor to dispose of any Intellectual Property Collateral, or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. **Lender's Rights.** Lender shall have the right, but not the obligation, to take, at Inventor's sole expense, any actions that Inventor is required under this Security Agreement to take but which Inventor fails to take, after five (5) business days' notice to Inventor. Inventor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. **Inspection Rights.** Inventor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable and no less than three (3) business days advance written notice to Inventor, any of Debtor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to an Inventor and as often as may be reasonably requested.

6. **Further Assurances, Attorney in Fact.**

6.1. On a continuing basis for the purpose of perfecting and maintaining the perfection of Lender's security interest in all Intellectual Property Collateral, Debtor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States or throughout the world, all such instruments, including appropriate financing and

continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be necessary or advisable, or as reasonably requested by Lender, to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

6.2. Inventor hereby irrevocably appoints Lender as Inventor's attorney-in-fact, with full authority in the place and stead of Inventor and in the name of Inventor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its reasonable discretion, this Security Agreement without first obtaining Debtor's approval of or signature to such modification by amending Schedule 1, or Schedule 2 hereof, as appropriate, to include reference to any material right, title or interest in any Intellectual Property acquired by Inventor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Inventor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Inventor or Debtor where permitted by law, and (iii) to transfer the Intellectual Property Collateral into the name of Lender or a third party to the extent permitted under the California Uniform Commercial Code ("UCC") provided that Lender agrees that it shall not exercise its powers as attorney-in-fact under this Section 6 except upon the occurrence and during the continuation of a Security Agreement Event of Default (as defined in Section 7 below).

7. Security Agreement Events of Default. The occurrence of any of the following shall constitute a "Security Agreement Event of Default" under this Security Agreement:

7.1. An Event of Default occurs under the Loan Agreement (as defined therein) or a default occurs under any of the other Loan Documents; or

7.2. Default in the payment or performance of any obligation, covenant or liability contained or referred to in this Agreement.

8. Remedies. Upon the occurrence and during the continuance of a Security Agreement Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Inventor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this Section 8, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property Collateral, to the extent reasonably necessary to permit Lender to exercise its rights and remedies pursuant to this Section 8, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property Collateral and, in connection with Lender's exercise of its rights hereunder, Debtor's rights under all licenses and all franchise agreements which constitute Intellectual Property Collateral shall inure to the benefit of Lender. Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. **Indemnity.** Inventors, jointly and severally, shall defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Inventor, whether under this Agreement or otherwise (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct. If Lender obtains recovery of any of the amounts that Inventor has paid to it pursuant to the indemnity set forth in the section, then Lender shall promptly pay to Inventor the amount of such recovery.

10. **Successors and Assigns.** This Agreement and all obligations of each Inventor hereunder shall be binding upon the successors and assigns of that Inventor, and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender, any future holder of the Note and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the indebtedness secured hereby or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Lender hereunder.

11. **Reassignment.** At such time as Debtor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Bentley, in his capacity as the representative of Inventors, all assignments, reconveyances and other instruments as may be necessary to revest in Inventors full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12. **No Failure or Delay.** No failure or delay on the part of Lender, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

13. **Attorneys' Fees.** If any action relating to this Agreement is brought by a party hereto against another party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

14. **Amendments.** Except as otherwise provided herein, this Agreement may be amended only by a written instrument signed by the parties hereto.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

16. **Governing Law; Jurisdiction; Jury Waiver.** This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to principles of conflicts of law. Inventors and Lender consent to the exclusive jurisdiction and venue of any state court located in San Luis Obispo County, California. DEBTOR AND INVENTORS WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

17. **Conflict.** In the event of a conflict between any term and/or provision contained in this Agreement with any term and/or provision contained in the Loan Documents, the term and/or provision of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the Effective Date.

"LENDER"

LCKJA, LLC, a California limited liability company

By:   
Leo Michaud, Manager

Address: 8090 Cristobal Ave  
Atascadero, Ca 93422

Dated as of May 25, 2004

"DEBTOR"

  
JAMES K. BENTLEY

Address: 1491 RICHARD ST  
CAMBRIDGE, CA 93428

Dated as of May 25, 2004

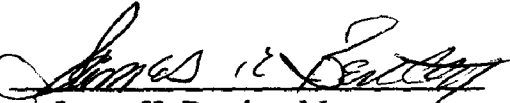
  
WILLARD H. CRAWFORD

Address: 1836 ORANGE ST.  
BAKERSFIELD, CA  
93304

Dated as of May 25, 2004

ACKNOWLEDGED AND AGREED:  
"DEBTOR"

KNOXX INDUSTRIES, LLC,  
a California limited liability company

By:   
James K. Bentley, Manager

By:   
Gary Cable, Manager

By:   
Doug Miller, Manager

By:   
Leo Michaud, Manager

Address: 1122 Railroad Street  
Paso Robles, CA 93446

Dated as of: May 25<sup>th</sup>, 2004.

**SCHEDULE 1****BENTLEY PATENTS****PATENTS REGISTERED WITH THE  
UNITED STATES PATENT AND TRADEMARK OFFICE**

	<b>Patent No.</b>	<b>Date Issued</b>	<b>Owner</b>	<b>Title of Patent</b>
1	<b>6,619,082</b>	9/16/2003	James K. Bentley	Wall mount corner gun lock assembly
2	<b>6,389,726</b>	5/21/2002	James K. Bentley	Gun lock assembly
3	<b>6,349,575</b>	2/26/2002	James K. Bentley	Cable lock system
4	<b>D449,813</b>	10/30/2001	James K. Bentley	Removable rear seat support strut for sport utility vehicles
5	<b>6,068,232</b>	5/30/2000	James K. Bentley	Removable support strut for foldable sports utility vehicle seat
6	<b>5,685,239</b>	11/11/1997	James K. Bentley	Wall safe assembly
7	<b>5,669,252</b>	9/23/1997	James K. Bentley	Combination shotgun lock and ejection port cover assembly
8	<b>6,732,466</b>	5/11/2004	James K. Bentley	SpecOps stock
9	<b>5,412,959</b>	5/9/1995	James K. Bentley	Gun lock assembly
10	<b>5,325,686</b>	7/5/1994	James K. Bentley	Wall mount gun lock assembly
11	<b>5,271,174</b>	12/21/1993	James K. Bentley	Combination wall mount/portable gun lock assembly
12	<b>4,951,577</b>	8/28/1990	James K. Bentley	Wall safe assembly

**PATENT REGISTERED WITH THE  
WORLD INTELLECTUAL PROPERTY ORGANIZATION**

	<b>Patent No.</b>	<b>Date Issued</b>	<b>Owner</b>	<b>Title of Patent</b>
	<b>WO</b>			
13	<b>2004/017010 A2</b>	2/26/2004	James K. Bentley	Recoil system for the receiver of a firearm

**PATENT REGISTERED IN TAIWAN**

	<b>Patent No.</b>	<b>Date Issued</b>	<b>Owner</b>	<b>Title of Patent</b>
14	<b>112,696</b>		James K. Bentley	Mag for pump of shotgun

**SCHEDULE 2****BENTLEY-CRAWFORD PATENTS****PATENTS REGISTERED WITH THE  
UNITED STATES PATENT AND TRADEMARK OFFICE**

	Patent No.	Date Issued	Owner	Title of Patent
1	6,032,395	3/7/2000	James K. Bentley and Willard H. Crawford	Magazine loaded pump action shotgun
2	5,974,718	11/2/1999	James K. Bentley and Willard H. Crawford	Recoil system for the butt of a firearm
3	5,771,620	6/30/1998	James K. Bentley and Willard H. Crawford	Magazine for pump action shotgun
4	5,752,339	5/19/1998	James K. Bentley and Willard H. Crawford	Recoil system for the butt of a firearm
5	5,722,195	3/3/1998	James K. Bentley and Willard H. Crawford	Pistol grip recoil system for the receiver of a firearm
6	5,600,083	2/4/1997	James K. Bentley and Willard H. Crawford	Magazine for pump action shotgun
7	5,561,258	10/1/1996	James K. Bentley and Willard H. Crawford	Magazine for pump action shotgun
8	5,456,153	10/10/1995	James K. Bentley and Willard H. Crawford	Magazine for pump action shotgun

**PATENT REGISTERED WITH THE  
CANADIAN INTELLECTUAL PROPERTY OFFICE**

	<b>Patent No.</b>	<b>Date Issued</b>	<b>Owner</b>	<b>Title of Patent</b>
9	<b>2,237,799</b>	11/20/2001	James K. Bentley and Willard H. Crawford	Recoil system for the butt stock of a firearm