#### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Patent Assignment Agreement

#### **CONVEYING PARTY DATA**

Name	Execution Date	
Tong Lung Metal Industry Co., Ltd.	04/08/2013	

#### **RECEIVING PARTY DATA**

Name:	Spectrum Brands Taiwan, Inc.
Street Address:	4F, No.200, Sec. 1, Keelung Rd.
City:	Taipei 110
State/Country:	TAIWAN

#### PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7874191
Patent Number:	7975518
Patent Number:	8087273
Patent Number:	8182006
Patent Number:	8316676
Application Number:	12124340
Application Number:	13091295
Application Number:	13115526
Application Number:	13369873
Application Number:	13484562

#### **CORRESPONDENCE DATA**

Fax Number:

Email:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Correspondent Name:

mmakover@paulweiss.com, emendes@paulweiss.com Matthew S. Makover

Address Line 1:

1285 Avenue of the Americas

Address Line 4:

New York, NEW YORK 10019-6064

PATENT
REEL: 030202 FRAME: 0167

787/191

ATTORNEY DOCKET NUMBER:	19440-017
NAME OF SUBMITTER:	Matthew S. Makover
Signature:	/Matthew S. Makover/
Date:	04/11/2013
Total Attachments: 6 source=US Patent Assignment#page1.tif source=US Patent Assignment#page2.tif source=US Patent Assignment#page3.tif source=US Patent Assignment#page4.tif source=US Patent Assignment#page5.tif source=US Patent Assignment#page6.tif	

#### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "<u>Assignment</u>") dated as of April 8, 2013, is made by and between Tong Lung Metal Industry Co., Ltd. (to be renamed as Stanley Security Solutions Taiwan Ltd. shortly following the execution and delivery hereof), a Taiwan limited company ("<u>Assignor</u>") and Spectrum Brands Taiwan, Inc. (to be renamed as Tong Lung Metal Industry Co., Ltd. shortly following the execution and delivery hereof), a Taiwan limited company ("<u>Assignee</u>").

#### WITNESSETH:

WHEREAS, one of Assignor's and Assignee's affiliates entered into a certain Acquisition Agreement, dated as of October 8, 2012 (the "Acquisition Agreement"); and

WHEREAS, pursuant to the Acquisition Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain patents and patent applications, as listed in <u>Schedule A</u> hereto, together with reissuances, continuations, continuations-in-part, divisionals, revisions, extensions and reexaminations thereof (the "<u>Patents</u>").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Acquisition Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Section 1.1 <u>Assignment</u>. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Patents, including, but not limited to, the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Patents, (b) apply for, make filings with respect to and maintain all issuances, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.
- Section 1.2 <u>Acknowledgement</u>. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Patents.
- Section 1.3 <u>Cooperation</u>. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Patents, including, without limitation, its recordation in relevant state and national patent offices.
- Section 1.4 <u>EXCLUSION OF WARRANTIES</u>. EXCEPT AS EXPRESSLY PROVIDED IN THE ACQUISITION AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING

THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment and the Acquisition Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Acquisition Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Acquisition Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Acquisition Agreement, the terms of the Acquisition Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Patents beyond those rights provided in the Acquisition Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows]

SPECTRUM BRANDS TAIWAN, INC.

[US - TLM Trademark Assignment]

### TONG LUNG METAL INDUSTRY CO. LTD.

By:	
Printed:	
Title:	

SPECTRUM BRANDS TAIWAN, INC.

Title: President and Chairman

[US - TLM Trademark Assignment]

# Schedule A

Title	Application Date	Serial Number	Patent Number	Grant Date	Status
Resettable lock and its operational method	1/11/2008	11/972961	7874191B2	1/25/2011	Valid
Re-Keyable lock with improvements for preventing incomplete Re- Keying	7/1/2008	12/165694	US 7975518B2	7/12/2011	Valid
Lock with a support structure	9/16/2009	12/560932	8087273B2	1/3/2012	Valid
Strengthening structure of tubular lock	5/19/2009	12/468235	8182006B2	5/22/2012	Valid
Re-keyable cylinder lock	8/27/2009	12/548605	8316676B2	11/27/2012	Valid
DOOR LOCK ASSEMBLY HAVING A PRESS BUTTON IN AN INNER HANDLE	5/21/2008	12/124340			Pending
ELECTRIC DOOR LOCK	4/21/2011	13/091295			Pending

Title	Application Date	Serial Number	Patent Number	Grant Date	Status
DOOR LOCK ASSEMBLY HAVING PUSH/PULL HANDLES	5/25/2011	13/115526			Pending
EXCHANGEABLE CYLINDER LOCK ASSEMBLY	2/9/2012	13/369873			Pending
PUSH-BUTTON TYPE CYLINDER LOCK ASSEMBLY	5/31/2012	13/484562			Pending

PATENT REEL: 030202 FRAME: 0174

**RECORDED: 04/11/2013**