JUDGE DANIELS

09 CV 3764

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Attorneys for Plaintiff
Mul-T-Lock, USA, Inc.

MUL-T-LOCK USA, INC., a Maryland corporation,

Plaintiff,

v.

ALEXANDERS HARDWARE CORP. d/b/a ALEXANDER'S HARDWARE; ALEXANDER KATSELSON, Individually; JOE'S LOCKSMITH; JOE FIANDACA, Individually; J.T. HARDWARE INC. d/b/a J.T. HARDWARE & HOUSEWARES; JUAN TIBURCIO, Individually.

Defendants.

CIVIL ACTION NO.

COMPLAINT

Plaintiff Mul-T-Lock USA, Inc. ("Plaintiff"), by its undersigned counsel, complains and says as follows:

THE PARTIES

1. Plaintiff is a corporation organized and existing under the laws of Maryland, having its principal place of business at 300-1 Route 17 South, Suite 7, Lodi, New Jersey, 07644.

2. Defendant J.T. Hardware Inc. ("J.T. Hardware") is a corporation, organized and existing under the laws of the State of New York having its principal place of business at 2121 Grand Concourse, Bronx, New York, 10453.

3. Defendant Juan Tiburcio, whose domicile is presently unknown to Plaintiff, is an individual who, upon information and belief, has sold to the defendant J.T. Hardware or assisted it in reselling the counterfeit items complained of herein.

4. Defendant Joe's Locksmith is a sole proprietorship whose principal place of business is located at 11 Second Avenue, New York, New York 10003.

5. Defendant Joe Fiandaca, whose domicile is presently unknown to Plaintiff, is an individual who, upon information and belief, has sold to the defendant Joe's Locksmith or assisted it in reselling the counterfeit items complained of herein.

6. Defendant Alexanders Hardware Corp. ("Alexanders Hardware") is a corporation organized and existing under the laws of the State of New York having its principal place of business at 1606 Avenue M, Brooklyn, New York, 11230.

7. Defendant Alexander Katsnelson, whose domicile is presently unknown to Plaintiff, is an individual who, upon information and belief, has sold to the defendant Alexanders Hardware or assisted it in reselling the counterfeit items complained of herein.

8. Defendants J.T. Hardware, Juan Tiburcio, Joe's Locksmith, Joe Fiandaca, Alexanders Hardware and Alexander Katsnelson are collectively referred to hereinafter as the "Defendants."

JURISDICTION AND VENUE

9. This Court has original jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1332 and 1338(a) and (b); 15 U.S.C. §§ 1116 and 1121 and 35 U.S.C. § 271 *et seq*. This

Court has supplemental jurisdiction over Plaintiff's claims under the laws of the State of New York pursuant to 28 U.S.C. § 1367.

10. This Court has personal jurisdiction over defendants Alexanders Hardware, Joe's Locksmith and J.T. Hardware, in that each is an entity dully incorporated under the laws of New York, and maintains a principal place of business in the State of New York, and was responsible for and participated in the illegal activity described in this Complaint, including the purchase, sale and delivery of counterfeit goods bearing Plaintiff's trademarks in the State of New York, and regularly conducts business in the State of New York.

11. This Court has personal jurisdiction over Alexander Katsnelson, Joe Fiandaca and Juan Tiburcio, individually, in that each is a shareholder or partner or proprietor of the respective businesses listed above, namely, Alexanders Hardware, Joe's Locksmith and J.T. Hardware, and upon information and belief, imported, sold or assisted their respective businesses in reselling the counterfeit goods complained of herein.

12. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400(a) because the facts giving rise to the acts or omissions alleged herein took place in this District and because the Defendants are subject to personal jurisdiction in this District.

BACKGROUND FACTS

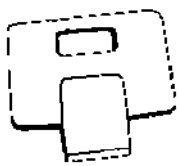
Mul-T-Lock Trademarks and Products

13. Mul-T-Lock Ltd., through its licensees and predecessors-in-interest, is a leader in developing, manufacturing and marketing high-security products in product categories that include multiple high-quality and technical locking solutions for institutional, commercial, industrial and residential applications (the "MTL Products"). For over thirty years, Mul-T-Lock Ltd.'s reputation for leading edge design and innovative products has developed and

expanded across multiple products and markets.

14. Mul-T-Lock Ltd., an Israeli-based corporation and the parent of Plaintiff, has licensed the right to use the MUL-T-LOCK® family of registered trademarks and is the owner of the entire right, title and interest in and to, *inter alia*, the following federally-registered trademarks and/or service marks:

Registration/Serial Number	Trademark	Goods and Services	Date of First Use in Commerce
1,594,852		STEEL DOORS, LOCKS, PADLOCKS, KEYS, SAFES, LOCK CYLINDERS, LOCKS OF METAL FOR VEHICLES, METAL HASPS, METAL SHACKLE PROTECTORS FOR PADLOCKS, TOOTHED GEAR FOR LOCK CYLINDERS.	1977
1,118,617		LOCKS, KEYS AND SAFES.	1975

Registration/Serial Number	Trademark	Goods and Services	Date of First Use in Commerce
3,587,860		ELECTRIC, ELECTRONIC AND ELECTROMECHANICAL LOCKS AND LOCK GOODS, NAMELY, ELECTRONIC LOCK CYLINDERS, ELECTRIC STRIKING PLATES, DOOR MAGNETS, ELECTRONIC KEYS, KEY CARDS, NAMELY, ELECTRONIC OR MAGNETIC ACCESS CONTROL CARDS AND BLANK SMART CARDS, CODED TO LOCK/KEY INFORMATION SMART CARDS, AND KEY CARD READERS; ELECTRONIC OR MAGNETIC ACCESS CONTROL CARD READERS AND SMART CARD READERS; UNITS FOR PROGRAMMING LOCKS, LOCK CYLINDERS, KEYS, KEY CARDS AND KEY CARD READERS, NAMELY, COMPUTER AND COMPUTER ATTACHMENTS FOR PROGRAMMING LOCKS, LOCK CYLINDERS, KEYS, KEY CARDS, AND KEY CARD READERS; ELECTROMECHANICAL AND ELECTRO HYDRAULICAL DOOR OPENERS, DOOR CLOSERS AND DOOR OPERATORS; ELECTRIC AND ELECTRO MECHANICAL DOOR AND WINDOW HARDWARE, NAMELY, ELECTRONIC DOOR AND WINDOW OPENERS; ELECTRONIC AND MAGNETIC SENSORS, NAMELY, PROXIMITY SENSORS, PRESSURE SENSORS, CONTACT SENSORS, MAGNETIC SENSORS; APPARATUS AND INSTRUMENTS FOR SIGNALING AND CHECKING, NAMELY, SENSORS FOR CHECKING AND/OR CONTROLLING PEOPLE'S MOVEMENT WITHIN, ENTRANCE TO AND EXIT FROM BUILDINGS AND THROUGH DOORS AND GATES AND/OR FOR USE WITH LOCKS; MAGNETIC AND ELECTRONIC IDENTITY CARDS; BLANK AND CODED TO LOCK/KEY INFORMATION MAGNETIC DATA CARRIERS; COMPUTER SOFTWARE, NAMELY, SOFTWARE FOR MANAGEMENT OF KEYING SYSTEMS.	2004
2,474,593		CYLINDER LOCKS AND PADLOCKS, MORTISE CYLINDER LOCKS, GEAR LOCKS, KEYS, KEY BLANKS AND PARTS AND FITTINGS FOR THE AFORESAID.	1980
1,065,655	MUL-T-LOCK	LOCKS AND BOLTS.	1975
1,598,146	MUL-T-LOCK	STEEL DOORS, LOCKS, PADLOCKS, KEYS, SAFES, LOCK CYLINDERS, LOCKS OF METAL FOR VEHICLES, METAL HASPS, METAL SHACKLE PROTECTORS FOR PADLOCKS, TOOTHED GEAR FOR LOCK CYLINDERS.	1977

Registration/Serial Number	Trademark	Goods and Services	Date of First Use in Commerce
3,587,859	MUL-T-LOCK	ELECTRIC, ELECTRONIC AND ELECTROMECHANICAL LOCKS AND LOCK GOODS, NAMELY, ELECTRONIC LOCK CYLINDERS, ELECTRIC STRIKING PLATES, DOOR MAGNETS, ELECTRONIC KEYS, KEY CARDS, NAMELY, ELECTRONIC OR MAGNETIC ACCESS CONTROL CARDS AND BLANK SMART CARDS, CODED TO LOCK/KEY INFORMATION SMART CARDS, AND KEY CARD READERS; ELECTRONIC OR MAGNETIC ACCESS CONTROL CARD READERS AND SMART CARD READERS; UNITS FOR PROGRAMMING LOCKS, LOCK CYLINDERS, KEYS, KEY CARDS AND KEY CARD READERS, NAMELY, COMPUTER AND COMPUTER ATTACHMENTS FOR PROGRAMMING LOCKS, LOCK CYLINDERS, KEYS, KEY CARDS, AND KEY CARD READERS; ELECTROMECHANICAL AND ELECTRO HYDRAULICAL DOOR OPENERS, DOOR CLOSERS AND DOOR OPERATORS; ELECTRIC AND ELECTRO MECHANICAL DOOR AND WINDOW HARDWARE, NAMELY, ELECTRONIC DOOR AND WINDOW OPENERS; ELECTRONIC AND MAGNETIC SENSORS, NAMELY, PROXIMITY SENSORS, PRESSURE SENSORS, CONTACT SENSORS, MAGNETIC SENSORS; APPARATUS AND INSTRUMENTS FOR SIGNALING AND CHECKING, NAMELY, SENSORS FOR CHECKING AND/OR CONTROLLING PEOPLE'S MOVEMENT WITHIN, ENTRANCE TO AND EXIT FROM BUILDINGS AND THROUGH DOORS AND GATES AND/OR FOR USE WITH LOCKS; MAGNETIC AND ELECTRONIC IDENTITY CARDS; BLANK AND CODED TO LOCK/KEY INFORMATION MAGNETIC DATA CARRIERS; COMPUTER SOFTWARE, NAMELY, SOFTWARE FOR MANAGEMENT OF KEYING SYSTEMS.	2004

15. Attached hereto as Exhibit A are true and correct copies of printouts from the United States Patent & Trademark Office ("USPTO") website evidencing Mul-T-Lock Ltd.'s ownership of the aforementioned trademarks.

16. All of the registrations set forth in Exhibit A are valid, subsisting, unrevoked and uncancelled.

17. Additionally, U.S. Registration Nos. 1,065,655, 1,118,617, 1,594,852 and 1,598,146 identified above are incontestable.

18. Mul-T-Lock Ltd. and Plaintiff (collectively referred to hereinafter as "MTL") also own common law rights and rights arising under the laws of the State of New York in the above and other marks for use in connection with high security locks. These registered, common law and state statutory trademarks are collectively referred to as the "MTL Marks."

19. The MTL Marks have been widely promoted, both in the United States and throughout the world. MTL's Products are marketed worldwide via multiple selling units and distributors located in Africa, Europe, the Middle East and North and South America. Since 1984, Mul-T-Lock's U.S. operation has grown to include over one thousand authorized dealers.

20. The MTL Marks are among the world's most famous and widely recognized high-security locking devices, and the public, consumers, government, healthcare, educational and industrial industries have come to rely on and recognize that the MTL Products associated with the MTL Marks originate exclusively with MTL. Customers, potential customers, and other members of the public and industry associate the MTL Products with exceptional materials, security and performance.

21. MTL maintains strict quality control standards for all of the MTL Products. All genuine MTL Products are inspected and approved by MTL prior to distribution and sale. All genuine MTL Products are distributed through MTL's worldwide network of authorized dealers.

22. MTL and its affiliated companies own and use numerous trade names comprising the designations: "Mul-T-Lock, Ltd.," "Mul-T-Lock Technologies Ltd," and "Mul-T-Lock USA, Inc.," which are designations under which MTL and its affiliated companies do business.

23. MTL displays its MTL Marks and MTL Products in its advertising and promotional materials. To date, MTL has spent millions of dollars in advertising and promoting the MTL Marks and MTL Products, and MTL, its predecessors-in-interest and its affiliated

companies have enjoyed millions of dollars in sales.

24. MTL's continuous and broad use of the MTL Marks has expanded their renown and enabled the MTL Marks to achieve fame and celebrity in their various product markets.

25. MTL's continued success depends on consumer confidence in MTL's various product lines.

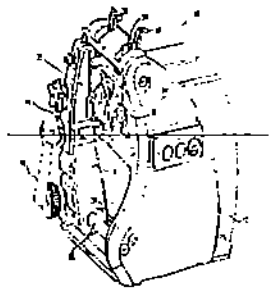
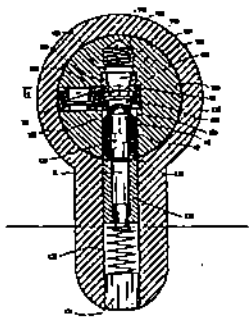
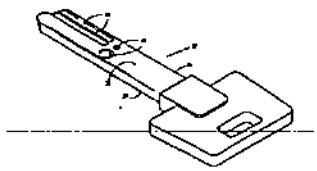
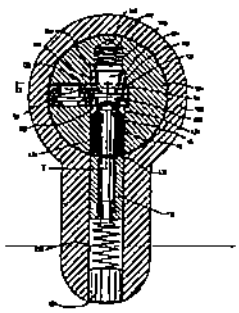
26. MTL has, since its inception, championed the unparalleled quality and sophistication of its high-security solutions.

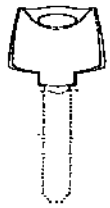
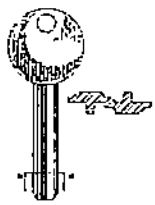
27. Consumer confidence in the superior nature and performance of MTL's Products, which utilize the MTL Marks, has been and continues to be substantially eroded by Defendants' conduct as alleged herein. *Inter alia*, Defendant's conduct undermines consumers' confidence in the quality and performance of MTL's Products, and derivatively, MTL's goodwill which has accrued over time.

Mul-T-Lock Patents and Products

28. In addition to its investment in promoting the MTL Marks, MTL has spent millions of dollars in researching and developing unique and proprietary high-security solutions, and has directed its efforts into securing exclusive rights to the fruits of this investment through various patent registrations in the United States.

29. Mul-T-Lock Ltd., has licensed the right to use the Mul-T-Lock patents to Plaintiff and is the assignee of the entire right, title and interest in and to, *inter alia*, the following U.S. federally-registered patents:

Registration Number	Patent	Abstract/Claim
6,602,030		A key duplicating machine includes a housing and an electrical motor mounted therewithin. Two rotatable machining heads are powered by the motor for forming key cuts on a key blank. A key blank clamping assembly securely and removably mounts a key blank during engagement thereof with the machining heads. A key blank translation assembly selectably positions the key blank clamping assembly such that a key blank mounted thereon is brought into desired engagement with the machining heads. A user controllable tumbler disk assembly operatively associated with the machining heads selectably determines the depth of the key cuts formed thereby on a key blank mounted on the key blank clamping assembly. The key blank translation assembly includes a guide wire disposed below the machining heads such that debris from formation of the key cuts does not tend to collect thereon and interfere with translation of the key blanking clamping assembly.
5,839,308		A key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being dis-placeable in a single direction, outwardly from the key combination surface.
5,784,910		A key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being dis-placeable in a single direction, outwardly from the key combination surface.
5,520,035		A key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being dis-placeable in a single direction, outwardly from the key combination surface.

Registration Number	Patent	Abstract/Claim
Des. 422, 883		The ornamental design for a key bow, as shown and described.
Des. 353, 534		The ornamental design for a key blank, as shown and described.
Des. 353, 760		The ornamental design for a key blank, as shown.
Des. 353, 320		The ornamental design for a key blank, as shown.

30. Attached hereto as Exhibit B are true and correct copies of printouts from the USPTO website evidencing the assignment of these patents to Mul-T-Lock Ltd.

31. All of the registrations set forth in Exhibit B are to Plaintiff's knowledge valid, subsisting and enforceable. These registered patents are collectively referred to as the "MTL Patents."

32. In addition to the MTL Marks, the MTL Patents have been widely promoted both in the United States and throughout the world.

33. The MTL Patents undergird some of the most widely recognized high-security

locking devices in the world, and, as a result, the public, consumers, government, healthcare, educational and industrial industries have come to rely on and recognize that MTL Products originate exclusively with MTL. Customers, potential customers, and other members of the public and industry associate the MTL Products with exceptional materials, security and performance.

34. MTL incorporates the MTL Patents and MTL Products in its advertising and promotional materials. To date, MTL has spent millions of dollars in advertising and promoting the MTL Patents and MTL Products, and MTL, its predecessors-in-interest and its affiliated companies have enjoyed millions of dollars in annual sales.

35. MTL's innovation in technology and design, which is in part reflected in the MTL Patents, has expanded MTL's renown and enabled MTL to become a world leader and innovator in its various product markets.

36. MTL's continued success is dependent upon consumer confidence in MTL's various product lines.

37. MTL has, since its inception, championed the unparalleled quality and sophistication of its high-security solutions which incorporate the MTL Patents.

38. Consumer confidence in the superior nature and performance of MTL's Products, which utilize MTL Patents, has been and continues to be, substantially eroded by Defendants' conduct as alleged herein. *Inter alia*, Defendant's conduct undermines consumers' confidence in the quality and performance of MTL's Products, and derivatively, the validity and enforceability of MTL's Patents.

Defendants' Unlawful Acts

39. On April 8, 1998, Alexander Katsnelson, on behalf of Alexander Hardware, entered into a Mul-T-Lock Locksmith Agreement ("Agreement") with Plaintiff which set forth

the terms of their relationship. Attached hereto as Exhibit C is a true and correct copy of this Agreement.

40. On May 7, 1998, Joseph Fiandaca on behalf of Joe's Locksmith, entered into an Agreement with Plaintiff which set forth the terms of their relationship. Attached hereto as Exhibit D is a true and correct copy of this Agreement.

41. On March 29, 1998, Juan Tiburcio on behalf of J.T. Hardware, entered into an Agreement with Plaintiff which set forth the terms of their relationship. Attached hereto as Exhibit E is a true and correct copy of this Agreement.

42. All the foregoing Agreements contain materially identical terms and conditions.

43. Defendants Alexander Katsnelson, Joe Fiandaca and Juan Tiburcio personally guaranteed the full and faithful performance of their respective businesses, namely, Alexanders Hardware, Joe's Locksmith and J.T. Hardware. Specifically, the aforementioned individual Defendants contracted to the following provision:

> I the undersigned, a shareholder and/or partner and/or proprietor of the Dealer, in order to further induce Mul-T-Lock to enter into this Agreement, hereby personally guarantee the full and faithful performance of all obligations of Dealer under the terms of this Agreement.

44. Plaintiff employs a team of field representatives, who continually service Plaintiff's authorized licensees by providing support and supplying them with inventory.

45. Operating on a tip from one of Plaintiff's field representatives, Plaintiff learned that Defendants were (1) duplicating MTL keys without requiring that customers present a valid MTL security identification card; and (2) duplicating and selling counterfeit MTL keys in violation of the Agreement.

46. In an effort to verify whether Defendants were in fact complying with their

Agreements, Plaintiff solicited the assistance of private investigators, posing as "secret shoppers." These secret shoppers visited Defendants' stores on April 30, July 28, and July 31, 2008.

47. While visiting Defendants' business locations, each of Plaintiff's secret shoppers requested the duplication of two (2) MTL keys. At no time did the secret shoppers display a MTL security identification card.

48. In response to each request, each MTL secret shopper received two (2) counterfeit keys marked "Do Not Duplicate" displayed on each side of the key head. Each MTL secret shopper was charged varying amounts for their purchases.

49. An MTL secret shopper purchased two (2) counterfeit keys on April 30, 2008 from J.T. Hardware, as reflected on the sales receipt which was provided to MTL's secret shopper at the time of purchase.

50. In connection with the purchase from J.T. Hardware on April 30, 2008, MTL's secret shopper was charged $50.00 for two (2) counterfeit MTL keys.

51. Attached hereto as Exhibit F is a true correct copy of the receipt provided to MTL's secret shopper from J.T. Hardware on April 30, 2008 for two (2) counterfeit MTL keys.

52. Upon information and belief, an employee of defendant J.T. Hardware used MTL's patented key cutting machine (identified above as U.S. Patent Registration No. 6,602,030) on April 30, 2008 to duplicate counterfeit MTL keys in breach of the Agreement.

53. An MTL secret shopper purchased two (2) counterfeit keys on July 28, 2008 from Joe's Locksmith, as reflected on the sales receipt which was provided to MTL's secret shopper at the time of purchase.

54. In connection with the purchase from Joe's Locksmith on July 28, 2008, MTL's secret shopper was charged $58.66 for two (2) counterfeit MTL keys.

55. Attached hereto as Exhibit G is a true correct copy of the receipt provided to MTL's secret shopper from Joe's Locksmith on July 28, 2008 for two (2) counterfeit MTL keys.

56. Upon information and belief, an employee of defendant Joe's Locksmith used MTL's patented key cutting machine (identified above as U.S. Patent Registration No. 6,602,030) on July 28, 2008 to duplicate counterfeit MTL keys in breach of the Agreement.

57. An MTL secret shopper purchased two (2) counterfeit keys on July 31, 2008 from Alexander's Hardware, as reflected on the sales receipt which was provided to MTL's secret shopper at the time of purchase.

58. In connection with the purchase from Alexander's Hardware on July 31, 2008, MTL's secret shopper was charged $54.19 for two (2) counterfeit MTL keys.

59. Attached hereto as Exhibit H is a true correct copy of the receipt provided to MTL's secret shopper from Alexander's Hardware on July 31, 2008 for two (2) counterfeit MTL keys.

60. Upon information and belief, an employee of defendant Alexander's Hardware used MTL's patented key cutting machine (identified above as U.S. Patent Registration No. 6,602,030) on July 31, 2008 to duplicate counterfeit MTL keys in breach of the Agreement.

61. On July 15, 2008 and in response to the purchase of counterfeit keys from J.T. Hardware on April 30, 2008, counsel for Plaintiff transmitted notice that Plaintiff was terminating its licensing Agreement to Juan Tiburcio on behalf of J.T. Hardware. Attached hereto as Exhibit I is a copy of Plaintiff's termination notice to defendant Juan Tiburcio.

62. On August 28, 2008 and in response to the purchase of counterfeit keys on April 30 and July 31, 2008 respectively, counsel for Plaintiff transmitted notice that Plaintiff was terminating its licensing Agreements to defendants Alexander Katsnelson on behalf of

Alexander's Hardware and Joseph Fiandaca on behalf of Joe's Locksmith. Attached hereto as Exhibit J are copies of Plaintiff's termination notices to Alexander Katsnelson and Joseph Fiandaca.

63. A corrected version of MTL's termination notice to Alexander Katsnelson was transmitted to him on September 2, 2008. Attached hereto as Exhibit K is a copy of Plaintiff's corrected termination notice to Katsnelson, dated September 2, 2008.

64. On or about September 5, 2008, the U.S. Postal Service returned to Plaintiff's counsel its corrected termination notice to Alexander Katsnelson, which is postmarked September 3, 2008. Plaintiff's counsel's certified mailing had been marked "Refused 9/4//08," and consequently, had been returned to sender. Attached hereto as Exhibit L is a copy of the envelope marked "Refused 9/4/08," which contained Plaintiff's counsel's corrected notice to Alexander Katsnelson, dated September 2, 2008.

65. In light of defendant Alexander Katsnelson's refusal to accept delivery of Plaintiff's counsel's certified mailing just days earlier, counsel for Plaintiff once again prepared and sent via first class mail a second corrected termination notice to Alexander Katsnelson, dated September 8, 2008. Attached hereto as Exhibit M is a copy of Plaintiff's counsel's second mailing of the corrected termination notice to Alexander Katsnelson, dated September 8, 2008.

66. As of the date hereof, neither counsel for Plaintiff nor Plaintiff have received responses from Defendants complying with Plaintiff's notices of termination dated July 15, August 28, September 2, and September 8, 2008, respectively, or any other responses.

67. Defendants, without authorization or license from MTL, have willfully and intentionally used, reproduced and copied MTL's Marks and MTL's Patents in connection with their manufacturing, distributing, advertising, marketing, selling or offering to sell non-genuine

copies of MTL's Products (the "Non-Genuine Products"), and continue to do so.

68. Even though the Counterfeit Products are of significantly inferior quality and workmanship, they appear superficially similar, and in some cases are superficially identical, to genuine MTL Products.

69. At all relevant times and in furtherance of their infringing activities, Defendants, without authorization or license from MTL have willfully and intentionally used and continue to use MTL's Marks and MTL's Patents in connection with Counterfeit Products.

70. The use by Defendants of MTL's Marks and the MTL's Patents on or in connection with the offering for sale, sale and distribution of Counterfeit Products is likely to cause confusion, or to cause mistake or to deceive.

71. The Counterfeit Products are not genuine MTL Products bearing MTL's Marks or MTL Patents. MTL did not manufacture, inspect or package the Counterfeit Products, and did not approve the Counterfeit Products for sale or distribution. Plaintiff has inspected samples of the Counterfeit Products and determined them to be counterfeit.

COUNT I

BREACH OF CONTRACT

72. Plaintiff realleges and incorporates by reference the allegations set forth above.

73. The Agreement is a valid and enforceable document.

74. Defendants breached the terms and conditions of the Agreement when they duplicated one or more MTL keys without first requiring that customers present a valid MTL security identification card.

75. Defendants breached the terms and conditions of the Agreement when they

offered for sale and sold counterfeit MTL keys.

76. Defendants breached the terms and conditions of the Agreement when they duplicated counterfeit MTL keys on MTL's proprietary key-cutting machine.

77. Each of Defendants' breaches of the Agreement was willful.

78. Plaintiff has demanded, and Defendants have refused to comply with, Plaintiff's termination instructions and other provisions of the Agreement concerning termination, despite being duly noticed as set forth above.

79. As a direct and proximate result of Defendants' breach of the Agreement, Plaintiff has been damaged in an amount no less than the liquidated damages set forth in the Agreement and is entitled thereunder to prejudgment interest at an annual rate of 9%, calculated from the date of Defendants' breaches.

80. Plaintiff's exact amount of contractual damages will be determined at trial.

COUNT II

TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1114

81. Plaintiff realleges and incorporates by reference the allegations set forth above.

82. The trademarks comprising the MUL-T-LOCK® family of registered trademarks are inherently distinctive trademarks for, *inter alia*, locks, bolts, cylinder locks and padlocks, mortise cylinder locks, gear locks, keys, key blanks, parts and fittings for the aforesaid, respectively.

83. Based on MTL's extensive advertising, its extensive sales, and the extensive publicity afforded by MTL's position in the marketplace, the trademarks comprising the MUL-T-LOCK® family of registered trademarks have acquired secondary meaning so that

any service, product or advertisement bearing the MTL Marks is immediately associated by purchasers and the public as being a product originating with MTL or offered by an affiliate of MTL.

84. Defendants use the Mul-T-Lock name in commerce in connection with the manufacturing, distributing, advertising, marketing, selling or offering to sell non-genuine goods and services.

85. At a minimum, Defendants acted with willful blindness to and in reckless disregard of MTL's exclusive rights to control the use of the MUL-T-LOCK® family of registered trademarks.

86. Defendants, by infringing on MTL's MUL-T-LOCK® family of registered trademarks in their manufacturing, distributing, advertising, marketing, selling or offering to sell non-genuine goods and services, create the false and misleading impression that they or their goods or services are sanctioned, assigned, or otherwise authorized by MTL when, in fact, they are not.

87. Defendants' infringement of MTL's MUL-T-LOCK® family of registered trademarks as set forth above has resulted in Defendants' unfairly benefiting from MTL's advertising, promotion and profiting from the outstanding reputation of MTL and the MUL-T-LOCK® family of registered trademarks, all to the substantial and irreparable injury to the public, MTL's reputation, goodwill and sales and that of the MUL-T-LOCK® family of registered trademarks.

88. Defendants' aforesaid acts constitute trademark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

89. As a direct and proximate result of Defendants' conduct, MTL has suffered

damage to its valuable MTL Marks, and other damages in an amount to be proved at trial.

90. Defendants' actions constitute willful infringement of MTL's exclusive rights in the MTL Marks in violation of 15 U.S.C. § 1114.

91. Plaintiff has no adequate remedy at law, and will continue to be damaged by Defendants' wrongful acts of trademark infringement will continue unless this Court enjoins Defendants from such practices.

COUNT III

TRADEMARK COUNTERFEITING UNDER 15 U.S.C. § 1114

92. Plaintiff realleges and incorporates by reference the allegations set forth above.

93. This is an action for trademark counterfeiting against Defendants based on Defendants' manufacturing, distributing, advertising, marketing, selling or offering to sell non-genuine copies for sale of Non-Genuine Products.

94. Defendants are continuously infringing and inducing others to infringe the MTL Marks by using them to advertise, promote and sell Non-Genuine Products in direct competition with Plaintiff.

95. Defendants' counterfeiting activities are likely to cause and actually are causing confusion, mistake and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' Non-Genuine Products.

96. Defendants' unauthorized sale of Non-Genuine Products was done with notice and full knowledge that such acts were not authorized or licensed by MTL.

97. Defendant's actions constitute willful infringement of MTL's exclusive rights in the MTL's Marks in violation of 15 U.S.C. § 1114.

98. Plaintiff does not have an adequate remedy at law, and will continue to be damaged by Defendants' sale of Non-Genuine Products unless this Court enjoins Defendants from such practices.

COUNT IV

TRADEMARK DILUTION UNDER 15 U.S.C. § 1125(c)

99. Plaintiff realleges and incorporates by reference the allegations set forth above.

100. The MTL Marks are "famous marks" throughout the world and fall within the meaning of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c)(1) arising from MTL's continuous and exclusive use of the MTL Marks in connection with MTL's Products and services, and such Marks became famous marks prior to Defendants' conduct as alleged herein.

101. Because MTL's Products have gained a reputation for superior quality and excellence, the MTL's Marks have gained substantial fame and reputation.

102. Defendants' unauthorized use of the MUL-T-LOCK® family of registered trademarks in order to sell goods and services constitutes Defendants' commercial use in commerce.

103. The marks comprising the MUL-T-LOCK® family of registered trademarks have come to acquire secondary meaning indicative of origin, relationship, sponsorship, or association with MTL and its distinctive reputation in the high-security lock industry.

104. The purchasing public is likely to attribute to MTL Defendants' use of the MUL-T-LOCK® family of registered trademarks as sources of origin, authorization, or sponsorship for the goods and services Defendants sell and, further, purchase Defendants'

goods and services under the erroneous belief that Defendants' goods or services are associated, sponsored, or otherwise affiliated with MTL when they are not.

105. Defendants' acts as aforesaid are diluting the distinctive quality of the MUL-T-LOCK® family of registered trademarks in violation of Section 43 (c) of the Lanham Act, 15 U.S.C. § 1125 (c).

106. Defendants have intentionally and willfully appropriated the trademarks of MTL and traded on MTL's reputation in an attempt to associate and affiliate itself and the goods and products they sell as being endorsed by MTL.

107. Defendants' unauthorized use of the MTL Marks on or in connection with their Non-Genuine Products was done with notice and full knowledge that such use was not authorized or licensed by MTL.

108. As a direct and proximate result of Defendants' conduct, MTL has suffered damage to their valuable MTL Marks, and other damages in an amount to be proved at trial.

109. Plaintiff does not have an adequate remedy at law, and will continue to be damaged by Defendants' wrongful acts of dilution unless this Court enjoins Defendants from such practices.

COUNT V

FALSE DESIGNATION OF ORIGIN AND FALSE ADVERTISING UNDER 15 U.S.C. § 1125(a)

110. Plaintiff realleges and incorporates by reference the allegations set forth above.

111. As a result of the superior quality, performance and service associated with the MTL Products, the MTL Marks and Products have become widely known and have acquired a reputation for excellence throughout the world.

112. The MTL Marks have become associated with the MTL Products, and have come to symbolize a reputation for quality and excellence.

113. The MTL Marks have attained secondary meaning.

114. The MTL Marks are inherently distinctive.

115. Defendants' use of the MTL Marks on or in connection with the Non-Genuine Products, as alleged above, is likely to confuse, mislead, or deceive customers, purchasers, and members of the general public as to the origin, source, sponsorship, or affiliation such products.

116. Defendants' use of the MTL Marks is likely to cause members of the trade and the general consuming public to believe in error that the Non-Genuine Products have been authorized, sponsored, approved, endorsed, or licensed by MTL.

117. The foregoing acts by Defendants constitute false or misleading descriptions, false advertising, and false designations of the origin or sponsorship of Defendants' goods in violation of 15 U.S.C. § 1125(a).

118. Defendants' unauthorized use of the MTL Marks on or in connection with the Non-Genuine Products was done with notice and full knowledge that such use was not authorized, sponsored, approved, endorsed, or licensed by MTL.

119. Defendants have used and continue to willfully use the MTL Marks with the intent to confuse, mislead, or deceive customers, purchasers, and members of the trade and general public as to the origin, source, sponsorship, or affiliation of the Non-Genuine Products, and with the intent to trade on Plaintiff's reputation and substantial goodwill.

120. As a direct and proximate result of Defendants' conduct, MTL has suffered damage to the MTL Marks, and other damages in an amount to be established at trial.

121. Plaintiff does not have an adequate remedy at law, and will continue to be damaged by Defendants' sale of Non-Genuine Products bearing the alleged false designations, unless this Court enjoins Defendants from such practices.

COUNT VI

COMMON LAW TRADEMARK INFRINGEMENT

122. Plaintiff realleges and incorporates by reference the allegations set forth above.

123. As a result of the superior quality, performance and service of the MTL Products, the MTL Marks and the MTL Products have become widely known and have acquired a reputation for excellence throughout the world.

124. The MTL Marks have become associated with the MTL Products, and have come to symbolize a reputation for quality and excellence.

125. The MTL Marks have attained secondary meaning.

126. The MTL Marks are inherently distinctive.

127. Defendant's unauthorized use of the MTL Marks is likely to and does allow Defendants to pass off their Non-Genuine Products to members of the trade and the general public, all to the detriment of MTL and the unjust enrichment of Defendants.

128. The foregoing acts by Defendants have caused and continue to cause confusion as to the source and sponsorship of Defendants' Non-Genuine Products.

129. Defendants' acts constitute willful infringement of MTL's exclusive rights in the MTL Marks, in violation of state common law.

130. As a direct and proximate result of Defendants' conduct, MTL has suffered damage to the valuable MTL Marks, and other damages in an amount to be established at

trial.

131. Plaintiff does not have an adequate remedy at law, and will continue to be damaged by Defendants' sale of Non-Genuine Products unless this Court enjoins Defendants from such practices.

COUNT VII

PATENT INFRINGEMENT UNDER 35 U.S.C. § 271 et seq.

132. Plaintiff realleges and incorporates by reference the allegations set forth above.

133. This is civil action arising under the Patent Laws of the United States for infringement of United States Letters Patents.

134. Set forth as Exhibit B hereto are true and correct copies of printouts from the USPTO website evidencing Mul-T-Lock Ltd.'s ownership of the subject Patents, namely, United States Letter Patent Nos.: 6,602,030; 5,839,308; 5,784, 910; 5.520,035; Des. 422,883; Des. 353,534, Des. 353,760; and Des. 353, 320.

135. Plaintiff is a licensee of the MTL Patents.

136. Defendants have by duplicating nearly exact copies or simulations of MTL keys, using counterfeit key blanks infringed and are still infringing, actively inducing the infringement of and contributorily infringing the MTL Patents set forth in Exhibit B by, among other things, manufacturing, distributing, advertising, marketing, selling or facilitating the sale of counterfeit key blanks in this judicial District by the means defined by claims in the MTL Patents, without the permission of MTL.

137. Defendants are and have been on notice of the MTL Patents and their infringement thereof, through their Agreement with MTL, their routine contact with

designated MTL representatives, and most recently, MTL's termination notices. Accordingly, Defendants' infringement of the MTL Patents has been willful, wanton and in deliberate disregard of the rights of MTL.

138. As a direct and proximate result of Defendants' conduct, MTL has suffered damage to the valuable MTL Patents and other damages in an amount to be established at trial.

139. Plaintiff does not have an adequate remedy at law, and will continue to be damaged by Defendants' sale of Non-Genuine Products unless this Court enjoins Defendants from such practices.

COUNT VIII

ADDITIONAL REMEDY FOR INFRINGEMENT OF A DESIGN PATENT UNDER 35 U.S.C. § 289

140. Plaintiff realleges and incorporates by reference the allegations set forth above.

141. Defendants during the term of a patent for a design, without MTL's authorization or license applied MTL's patented design, or a colorable imitation thereof, to the counterfeit key blanks for the purpose of sale.

142. Defendants sold and continues to sell or exposes for sale counterfeit MTL keys to which such design or colorable imitation has been applied.

143. Defendants' conduct entitles MTL to an additional remedy for infringement of a design patent as set forth in 35 U.S.C. § 289.

144. As a direct and proximate result of Defendants' conduct, MTL has suffered damage to the valuable MTL Patents and other damages in an amount to be established at trial.

145. Plaintiff does not have an adequate remedy at law, and will continue to be damaged by Defendants' sale of Non-Genuine Products unless this Court enjoins Defendants from such practices.

COUNT IX

COMMON LAW UNFAIR COMPETITION

146. Plaintiffs realleges and incorporates by reference the allegations set forth above.

147. As a result of the superior quality, performance and service of the MTL Products, MTL's Marks and Products have become widely known and have acquired a reputation for excellence throughout the world.

148. The MTL Marks have become associated with MTL's Products, and have come to symbolize a reputation for quality and excellence.

149. The MTL Marks have attained secondary meaning.

150. The MTL Marks are inherently distinctive.

151. Defendants, with full knowledge of the fame of the MTL Marks, intended to and did trade on the goodwill associated with the MTL Marks.

152. Defendants' acts have and continue to mislead and deceive the public as to the source of Defendants' Non-Genuine Products, permit and accomplish palming off of Defendants' goods as those of MTL's, and falsely suggest a connection with MTL. Therefore, Defendants have committed unfair competition in violation of state common law.

153. As a direct and proximate result of Defendants' conduct, MTL has suffered damage to the valuable MTL Marks, and other damages in an amount to be established at

trial.

154. Plaintiff does not have an adequate remedy at law, and will continue to be damaged by Defendants' sale of Non-Genuine Products unless this Court enjoins Defendants from such practices.

COUNT X

VIOLATION OF NEW YORK GENERAL BUSINESS LAW § 360(l)

155. Plaintiff realleges and incorporates by reference the allegations set forth above.

156. Defendants' illegal acts as described above have caused damage to MTL by tarnishing MTL's valuable reputation and diluting or blurring the distinctiveness of the MTL Marks in violation of New York General Business Law § 360(l).

157. Plaintiff does not have an adequate remedy at law, and will continue to be damaged by Defendants' sale of Non-Genuine Products unless this Court enjoins Defendants from such practices.

COUNT XI

VIOLATION OF NEW YORK GENERAL BUSINESS LAW § 349 et seq.

158. Plaintiff realleges and incorporates by reference the allegations set forth above.

159. Defendants, without MTL's authorization or consent, and having knowledge of MTL's well-known and prior rights in the MTL Marks and the MTL Patents, have distributed, advertised, offered for sale or sold Non-Genuine Products employing MTL's Marks and Patents to the consuming public in violation of New York General Business Law § 349 *et seq.*

160. Defendants' sale of nearly exact copies or simulations of MTL's Marks and Patents is

likely to cause and is causing confusion, mistake and deception among the general purchasing public as to the origin of Defendants' Non-Genuine Products, and is likely to deceive the public into believing Non-Genuine Products being sold by Defendants originate from, are associated with, or are otherwise authorized by MTL.

161. Defendants' deceptive acts and practices involve public sales activities of a recurring nature.

162. Plaintiff does not have an adequate remedy at law, and will continue to be damaged by Defendants' sale of Non-Genuine Products unless this Court enjoins Defendants from such practices.

COUNT XII

IMPOSITION OF A CONSTRUCTIVE TRUST UPON THE ILLEGAL PROFITS OF ALL DEFENDANTS

163. Plaintiff realleges and incorporates by reference the allegations set forth above.

164. Defendants' conduct constitutes deceptive, fraudulent and wrongful conduct in the nature of passing off Non-Genuine Products as genuine MTL Products approved or authorized by MTL.

165. By virtue of their wrongful conduct, Defendants have illegally received money and profits that rightfully belong to Plaintiff.

166. Upon information and belief, Defendants hold the illegally received money and profits in the form of bank accounts, real property or personal property that can be located and traced.

167. Defendants hold the money and profits they have illegally received as constructive trustees for the benefit of Plaintiff.

COUNT XIII

DEMAND FOR AN ACCOUNTING FROM ALL DEFENDANTS

168. Plaintiff realleges and incorporates by reference the allegations set forth above.

169. Plaintiff is entitled, pursuant to 15 U.S.C. § 1117 and 35 U.S.C. § 271 *et seq.*, to recover any and all profits of Defendants that are attributable to their acts of infringement.

170. Plaintiff is entitled, pursuant to 15 U.S.C. § 1117 and 35 U.S.C. § 271 *et seq.*, to actual damages or statutory damages sustained by virtue of Defendants' acts of infringement.

171. The amount of money due from Defendants to Plaintiff is unknown to Plaintiff and cannot be ascertained without a detailed accounting by Defendants of the precise number of units of infringing Non-Genuine Products offered for distribution and distributed by Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. That Defendants, their officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through or under them be preliminarily enjoined and restrained, at first during the pendency of this action and, thereafter, permanently:

    a) from using in any manner the MTL Marks or the MTL Patents, alone or in combination with any word or words, or material or materials which so resemble each said trademark or patent as to be likely to cause confusion, deception, or mistake on or in connection with the advertising, offering for sale, or sale of any product not MTLs, or not authorized by MTL to be sold in connection with each of the MTL Marks or the MTL Patents;

b) from passing off, inducing, or enabling others to sell or pass off any product as and for products produced by MTL, not MTL's, or not produced under the control and supervision of MTL and approved by MTL for sale under the MTL Marks or the MTL Patents;

c) from committing any acts that cause purchasers to believe that Defendants' products are those sold under the control and supervision of MTL, or sponsored or approved by, or connected with, or guaranteed by, or produced under the control and supervision of MTL;

d) from further diluting and infringing the MTL Marks and the MTL Patents and damaging MTL's goodwill;

e) from shipping, delivering, distributing, returning or otherwise disposing of, in any manner, products or inventory not manufactured by or for MTL, nor authorized by MTL to be sold or offered for sale, and which bear or resemble any of the MTL Marks or the MTL Patents;

f) from otherwise competing unfairly with MTL or any of their authorized licensees in any manner; and

g) from assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above subparagraphs (a) through (f).

2. That Defendants be required to deliver up to Plaintiff any and all products, guarantees, circulars, price lists, labels, signs, prints, packages, wrappers, pouches, receptacles, advertising matter, promotional, and other materials in the possession of Defendants or under their control bearing any of the MTL Marks or the MTL

Patents, or each of them, alone or in combination with any other words or materials, or used in connection with the advertising, offering for sale or sale of products not MTL's, or not made under the authorization and control of MTL;

3. That Defendants be required to supply Plaintiff with a complete list of entities from whom they purchased and to whom they distributed and/or sold products falsely bearing the MTL Marks and the MTL Patents or products not authorized by MTL to be sold in connection with each of said marks or patents;

4. That Defendants be required to deliver up for destruction their entire inventory of said products bearing any of the aforesaid infringing trademarks and patents;

5. That Defendants, within thirty (30) days after service of judgment with notice of entry thereof upon it, be required to file with the Court and serve upon Plaintiff a written report under oath setting forth in detail the manner in which Defendants have complied with paragraphs 1 through 4, *supra*;

6. That Defendants account for and pay over to Plaintiff all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that the amount of disgorgement for infringement of MTL's registered trademarks and patents be increased by a sum not exceeding three times the amount thereof as provided by law and that the Court impose whatever temporary, preliminary and final equitable relief is necessary to achieve the foregoing, including but not limited to, the imposition of a constructive trust;

7. That Plaintiff be awarded actual damages in an amount to be determined at trial and that the amount of damages for infringement of MTL's registered trademarks and

patents be increased by a sum not exceeding three times the amount thereof as provided by law;

8. That Plaintiff be awarded statutory damages of $1,000,000 for Defendants' willful counterfeiting of each of the MTL Marks and the MTL Patents;

9. That Plaintiff be awarded reasonable attorneys' fees and costs; and

10. That Plaintiff have such other and further relief as the Court may deem equitable including, but not limited to, any relief set forth under Sections 34-39 of the 1946 Trademark Act, 35 U.S.C. §281 *et seq.*, and state statutory or common law.

Dated: April 2, 2009

Respectfully submitted,

GOETZ FITZPATRICK LLP

By: _____

Ronald D. Coleman (RC 8835)
Joel G. MacMull (JM 8239)
One Penn Plaza
New York, NY 10110
Telephone: (212) 695-8100

Attorneys for Plaintiff, Mul-T-Lock, USA, Inc.

EXHIBIT A

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Thu Sep 4 04:22:32 EDT 2008

Record 1 out of 1

Goods and Services	IC 006. US 002 013 025. G & S: STEEL DOORS, LOCKS, PADLOCKS, KEYS, SAFES, LOCK CYLINDERS, LOCKS OF METAL FOR VEHICLES, METAL HASPS, METAL SHACKLE PROTECTORS FOR PADLOCKS, TOOTHED GEAR FOR LOCK CYLINDERS. FIRST USE: 19740000. FIRST USE IN COMMERCE: 19770100
Mark Drawing Code	(2) DESIGN ONLY
Design Search Code	02.01.19 - Athletes (men); Golfer; Men, athletes, strongmen; Strongmen 02.01.34 - Monsters (not robots); Other grotesque including men formed by plants or objects 04.07.02 - Objects forming a person; Person formed by objects 14.11.02 - Keys of some other shape
Serial Number	73760132
Filing Date	October 27, 1988
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	February 13, 1990
Registration Number	1594852
Registration Date	May 8, 1990
Owner	(REGISTRANT) MUL-T-LOCK LIMITED CORPORATION ISRAEL SOUTHERN INDUSTRIAL ZONE YAVNE 81550 ISRAEL
Attorney of Record	RONALD E. SHAPIRO
Prior	

Registrations	1118617
Description of Mark	THE MARK IS A COMBINATION KEY AND MAN'S TORSO DESIGN.
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20010807.
Renewal	1ST RENEWAL 20010807
Live/Dead Indicator	LIVE

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Goods and Services	IC 006. US 025. G & S: LOCKS, KEYS AND SAFES. FIRST USE: 19740700. FIRST USE IN COMMERCE: 19751000
Mark Drawing Code	(2) DESIGN ONLY
Design Search Code	02.01.02 - Men depicted as shadows or silhouettes of men; Silhouettes of men 02.01.19 - Athletes (men); Golfer; Men, athletes, strongmen; Strongmen 02.01.34 - Monsters (not robots); Other grotesque including men formed by plants or objects 04.07.02 - Objects forming a person; Person formed by objects 14.11.02 - Keys of some other shape
Serial Number	73152857
Filing Date	December 21, 1977
Current Filing Basis	1A
Original Filing Basis	1A
Registration Number	1118617
Registration Date	May 22, 1979
Owner	(REGISTRANT) MUL-T-LOCK, LTD. COMPANY ISRAEL MUL-T-LOCK PARK P.O. BOX 465 YAVNE 81104 ISRAEL
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR).
Renewal	1ST RENEWAL 19990922
Live/Dead Indicator	LIVE

Affidavit Text	SECT 8 (6-YR).
Live/Dead Indicator	LIVE

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Fri Mar 27 04:05:26 EDT 2009

Record 1 out of 1

Goods and Services	IC 009. US 021 023 026 036 038. G & S: ELECTRIC, ELECTRONIC AND ELECTROMECHANICAL LOCKS AND LOCK GOODS, NAMELY, ELECTRONIC LOCK CYLINDERS, ELECTRIC STRIKING PLATES, DOOR MAGNETS, ELECTRONIC KEYS, KEY CARDS, NAMELY, ELECTRONIC OR MAGNETIC ACCESS CONTROL CARDS AND BLANK SMART CARDS, CODED TO LOCK/KEY INFORMATION SMART CARDS, AND KEY CARD READERS; ELECTRONIC OR MAGNETIC ACCESS CONTROL CARD READERS AND SMART CARD READERS; UNITS FOR PROGRAMMING LOCKS, LOCK CYLINDERS, KEYS, KEY CARDS AND KEY CARD READERS, NAMELY, COMPUTER AND COMPUTER ATTACHMENTS FOR PROGRAMMING LOCKS, LOCK CYLINDERS, KEYS, KEY CARDS, AND KEY CARD READERS; ELECTRONIC AND MAGNETIC SENSORS, NAMELY, PROXIMITY SENSORS, PRESSURE SENSORS, CONTACT SENSORS, MAGNETIC SENSORS; APPARATUS AND INSTRUMENTS FOR SIGNALING AND CHECKING, NAMELY, SENSORS FOR CHECKING AND/OR CONTROLLING PEOPLE'S MOVEMENT WITHIN, ENTRANCE TO AND EXIT FROM BUILDINGS AND THROUGH DOORS AND GATES AND/OR FOR USE WITH LOCKS; MAGNETIC AND ELECTRONIC IDENTITY CARDS; BLANK AND CODED TO LOCK/KEY INFORMATION MAGNETIC DATA CARRIERS; COMPUTER SOFTWARE, NAMELY, SOFTWARE FOR MANAGEMENT OF KEYING SYSTEMS. FIRST USE: 20041000. FIRST USE IN COMMERCE: 20041000
Mark Drawing Code	(2) DESIGN ONLY
Design Search Code	02.01.02 - Men depicted as shadows or silhouettes of men; Silhouettes of men 02.01.19 - Athletes (men); Golfer; Men, athletes, strongmen; Strongmen 02.01.34 - Monsters (not robots); Other grotesque including men formed by plants or objects 04.07.02 - Objects forming a person; Person formed by objects 14.11.02 - Keys of some other shape
Trademark Search Facility Classification Code	ART-14.11 Keys for locks; locks HUM Accurate representation of a human form, or any portion of a human form SHAPES-CIRCLE Circle figures or designs including semi-circles and incomplete circles SHAPES-MISC Miscellaneous shaped designs
Serial Number	77168684

Filing Date	April 30, 2007
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	March 25, 2008
Registration Number	**3587860**
Registration Date	March 10, 2009
Owner	(REGISTRANT) Mul-T-Lock Ltd. CORPORATION ISRAEL Mul-T-Lock Park Ha'Azmaut Blvd Yavne ISRAEL
Attorney of Record	Donna J. Bunton
Prior Registrations	1118617;1594852
Description of Mark	Color is not claimed as a feature of the mark. The mark consists of a Key with flexing arms.
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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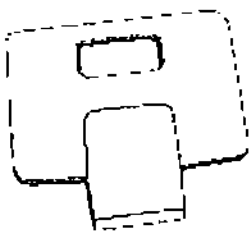

Goods and Services	IC 006. US 002 012 013 014 023 025 050. G & S: Cylinder locks and padlocks, mortise cylinder locks, gear locks, keys, key blanks and parts and fittings for the aforesaid. FIRST USE: 19800000. FIRST USE IN COMMERCE: 19800000
Mark Drawing Code	(2) DESIGN ONLY
Design Search Code	14.11.02 - Keys of some other shape 26.11.02 - Plain single line rectangles; Rectangles (single line) 26.11.20 - Rectangles inside one another
Serial Number	75628770
Filing Date	January 27, 1999
Current Filing Basis	1A
Original Filing Basis	1A
Supplemental Register Date	November 20, 2000
Registration Number	2474593
Registration Date	July 31, 2001
Owner	(REGISTRANT) Mul-T-Lock Ltd. CORPORATION ISRAEL Mul-T-Lock Park Yavne ISRAEL
Attorney of Record	Ronald E. Shapiro
Description of Mark	The mark consists of the three dimensional head of a key.
Type of Mark	TRADEMARK
Register	SUPPLEMENTAL

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Typed Drawing

Word Mark	MUL-T-LOCK
Goods and Services	IC 006. US 025. G & S: LOCKS AND BOLTS. FIRST USE: 19730000. FIRST USE IN COMMERCE: 19751200
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	73081576
Filing Date	March 26, 1976
Current Filing Basis	1A
Original Filing Basis	1A
Registration Number	1065655
Registration Date	May 17, 1977
Owner	(REGISTRANT) MUL-T-LOCK LTD. CORPORATION ISRAEL MUL-T-LOCK PARK P.O. BOX 465 YAVNE 81104 ISRAEL
Attorney of Record	Ronald E. Shapiro
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15 SECT 8 (6-YR). SECTION 8(10-YR) 20071109.
Renewal	2ND RENEWAL 20071109
Live/Dead Indicator	LIVE

United States Patent and Trademark Office

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TESS was last updated on Thu Sep 4 04:22:32 EDT 2008

Logout | Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

Typed Drawing

Word Mark	MUL-T-LOCK
Goods and Services	IC 006. US 002 013 025. G & S: STEEL DOORS, LOCKS, PADLOCKS, KEYS, SAFES, LOCK CYLINDERS, LOCKS OF METAL FOR VEHICLES, METAL HASPS, METAL SHACKLE PROTECTORS FOR PADLOCKS, TOOTHED GEAR FOR LOCK CYLINDERS. FIRST USE: 19740000. FIRST USE IN COMMERCE: 19770100
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	73760140
Filing Date	October 27, 1988
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	March 6, 1990
Registration Number	1598146
Registration Date	May 29, 1990
Owner	(REGISTRANT) MUL-T-LOCK LIMITED CORPORATION ISRAEL MUL-T-LOCK PARK HAATZMAUT BOULEVARD YAVNE ISRAEL
Attorney of Record	RONALD E SHAPIRO
Prior Registrations	1065655,1118617
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15 SECT 8 (6-YR) SECTION 8(10-YR) 20010329.
Renewal	1ST RENEWAL 20010329
Live/Dead Indicator	LIVE

TESS was last updated on Fri Mar 27 04:05:26 EDT 2009

Record 1 out of 1

MUL-T-LOCK

Word Mark	MUL-T-LOCK
Goods and Services	IC 009. US 021 023 026 036 038. G & S: ELECTRIC, ELECTRONIC AND ELECTROMECHANICAL LOCKS AND LOCK GOODS, NAMELY, ELECTRONIC LOCK CYLINDERS, ELECTRIC STRIKING PLATES, DOOR MAGNETS, ELECTRONIC KEYS, KEY CARDS, NAMELY, ELECTRONIC OR MAGNETIC ACCESS CONTROL CARDS AND BLANK SMART CARDS, CODED TO LOCK/KEY INFORMATION SMART CARDS, AND KEY CARD READERS; ELECTRONIC OR MAGNETIC ACCESS CONTROL CARD READERS AND SMART CARD READERS; UNITS FOR PROGRAMMING LOCKS, LOCK CYLINDERS, KEYS, KEY CARDS AND KEY CARD READERS, NAMELY, COMPUTER AND COMPUTER ATTACHMENTS FOR PROGRAMMING LOCKS, LOCK CYLINDERS, KEYS, KEY CARDS, AND KEY CARD READERS; ELECTRONIC AND MAGNETIC SENSORS, NAMELY, PROXIMITY SENSORS, PRESSURE SENSORS, CONTACT SENSORS, MAGNETIC SENSORS; APPARATUS AND INSTRUMENTS FOR SIGNALING AND CHECKING, NAMELY, SENSORS FOR CHECKING AND/OR CONTROLLING PEOPLE'S MOVEMENT WITHIN, ENTRANCE TO AND EXIT FROM BUILDINGS AND THROUGH DOORS AND GATES AND/OR FOR USE WITH LOCKS; MAGNETIC AND ELECTRONIC IDENTITY CARDS; BLANK AND CODED TO LOCK/KEY INFORMATION MAGNETIC DATA CARRIERS; COMPUTER SOFTWARE, NAMELY, SOFTWARE FOR MANAGEMENT OF KEYING SYSTEMS. FIRST USE: 20041000. FIRST USE IN COMMERCE: 20041000
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Trademark Search Facility Classification Code	LETS-1 T A single letter, multiples of a single letter or in combination with a design LETTER-3-OR-MORE MUL Combination of three or more letters as part of the mark NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters,punctuation and mathematical signs,zodiac signs,prescription marks
Serial Number	77168661

Filing Date	April 30, 2007
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	March 25, 2008
Registration Number	**3587859**
Registration Date	March 10, 2009
Owner	(REGISTRANT) Mul-T-Lock Ltd. CORPORATION ISRAEL Mul-T-Lock Park Ha'Azmaut Bldb Yavne 81104 ISRAEL
Attorney of Record	Donna J. Bunton
Prior Registrations	1065655;1598146
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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| HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY

EXHIBIT B

United States Patent **6,602,030**
Markbreit **August 5, 2003**

Key duplicating machine

Abstract

A key duplicating machine includes a housing and an electrical motor mounted therewithin. Two rotatable machining heads are powered by the motor for forming key cuts on a key blank. A key blank clamping assembly securely and removably mounts a key blank during engagement thereof with the machining heads. A key blank translation assembly selectably positions the key blank clamping assembly such that a key blank mounted thereon is brought into desired engagement with the machining heads. A user controllable tumbler disk assembly operatively associated with the machining heads selectably determines the depth of the key cuts formed thereby on a key blank mounted on the key blank clamping assembly. The key blank translation assembly includes a guide wire disposed below the machining heads such that debris from formation of the key cuts does not tend to collect thereon and interfere with translation of the key blanking clamping assembly.

Inventors: **Markbreit; Dani** (Azur, IL)
Assignee: **Mul-T-Lock Technologies Ltd.** (Yavne, IL)
Appl. No.: **09/701,876**
Filed: **January 25, 2001**
PCT Filed: **June 08, 1999**
PCT No.: **PCT/IL99/00307**
PCT Pub. No.: **WO99/64196**
PCT Pub. Date: **December 16, 1999**

Foreign Application Priority Data

Jun 08, 1998 [IL] 124815

Current U.S. Class: **409/81** ; 409/82

Current International Class: B23C 3/00 (20060101); B23C 3/35 (20060101); B23C 003/35 ()

Field of Search: 409/81,82,83 408/14,53,65,103,241S,52,241G,710,42,48

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Primary Examiner: Howell; Daniel W.
Attorney, Agent or Firm: Nixon & Vanderhye P.C.

Claims

What is claimed is:

1. A key duplicating machine comprising: a housing; an electrical motor mounted within said housing; first and second rotatable machining heads powered by said electric motor for forming key cuts on a key blank; a key blank clamping assembly for securely and removably mounting a key blank during engagement thereof with said first and second rotatable machining heads; and a key blank translation assembly for selectably positioning said key blank clamping assembly such that a key blank mounted thereon is brought into desired engagement with said first and second rotatable machining heads; characterized by a user-controllable tumbler disk assembly operatively associated with said first and

second rotatable machining heads for selectably determining the depth of the key cuts formed thereby on a key blank mounted on said key blank clamping assembly, further characterized in that said key blank translation assembly comprises a guide wire disposed below said first and second machining heads such that debris from formation of said key cuts does not tend to collect thereon and interfere with translation of said key blanking clamping assembly.

2. A key duplicating machine according to claim 1 further characterized in that said user-controllable tumbler disk assembly comprises a plurality of adjacent disks which are rotatable about a generally horizontal axis and wherein the rotational orientation of each disk determines the depth of a corresponding key cut.

3. A key duplicating machine according to claim 1 further characterized in that said user-controllable tumbler disk assembly also includes a user engageable handle extending radially outward from each disk, thereby to allow a user to individually rotationally position each disk about said horizontal axis.

4. A key duplicating machine comprising: a housing; an electrical motor mounted within said housing; first and second rotatable machining heads powered by said electric motor for forming key cuts on a key blank; a key blank clamping assembly for securely and removably mounting a key blank during engagement thereof with said first and second rotatable machining heads; and a key blank translation assembly for selectably positioning said key blank clamping assembly such that a key blank mounted thereon is brought into desired engagement with said first and second rotatable machining heads, wherein said key blank translation assembly comprises a spring loaded mechanism including a removable handle mountable in two selectable orientations including a first orientation in which the handle extends toward the right and a second orientation in which the handle extends toward the left.

5. A key duplicating machine according to claim 1 further characterized in that said key blank translation assembly comprises a spring loaded mechanism including a removable handle mountable in two selectable orientations including a first orientation in which the handle extends toward the right and a second orientation in which the handle extends toward the left.

Description

FIELD OF THE INVENTION

The present invention relates generally to key duplicating machines.

BACKGROUND OF THE INVENTION

Key duplicating machines are well known. These machines permit cutting, or otherwise forming, key cuts on a key blank in accordance with a given key-cut combination. Key duplicating machines are known for forming virtually any kind of key cut on any kind of key blank, including forming keys used with telescopic pins.

SUMMARY OF THE INVENTION

The present invention seeks to provide an improved key duplicating machine particular useful for forming keys used with telescopic pins.

There is thus provided in accordance with a preferred embodiment of the present invention a key duplicating machine including a housing, an electric motor mounted within the housing, first and second rotatable machining heads powered by the electric motor for forming key cuts on a key blank, a key blank clamping assembly for securely and removably mounting a key blank during engagement thereof with the first and second rotatable machining heads, a key blank translation assembly for selectably positioning the key blank clamping assembly such that a key blank mounted thereon is brought into desired engagement with the first and second rotatable machining heads, and a user-controllable tumbler disk assembly operatively associated with the first and second rotatable machining heads for selectably determining the depth of the key cuts formed thereby on a key blank mounted on the key blank clamping assembly.

In accordance with a preferred embodiment of the present invention the user-controllable tumbler disk assembly includes a plurality of adjacent disks which are rotatable about a generally horizontal axis and wherein the rotational orientation of each disk determines the depth of a corresponding key cut.

Further in accordance with a preferred embodiment of the present invention the user-controllable tumbler disk assembly also includes a user engageable handle extending radially outward from each disk, thereby to allow a user to individually rotationally position each disk about the horizontal axis.

Additionally in accordance with a preferred embodiment of the present invention the key blank translation assembly includes a guide wire disposed below the first and second machining heads such that debris from formation of the key cuts does not tend to collect thereon and interfere with translation of the key blank clamping assembly. Preferably the key blank translation assembly can be oriented for both right-handed and left-handed users.

BRIEF DESCRIPTION OF THE DRAWINGS

The present invention will be understood and appreciated more fully from the following detailed description, taken in conjunction with the drawings in which:

FIGS. 1 and 2 are simplified pictorial and front view illustrations, respectively, of a key duplicating machine constructed and operative in accordance with a preferred embodiment of the present invention;

FIG. 3 is a simplified sectional illustration of the key duplicating machine of FIGS. 1 and 2, taken along lines III--III in FIG. 2; and

FIG. 4 is a simplified, enlarged sectional illustration of a user-controllable tumbler disk assembly of the key duplicating machine.

DETAILED DESCRIPTION OF A PREFERRED EMBODIMENT

Reference is now made to FIGS. 1-3 which illustrate a key duplicating machine 10 constructed and operative in accordance with a preferred embodiment of the present invention.

Key duplicating machine 10 preferably includes a housing 12, an electric motor 14 (FIG. 3) mounted within housing 12, and first and second rotatable machining heads 16 and 18, respectively, powered by electric motor 14 for forming key cuts on a key blank 20 (FIG. 2).

A key blank clamping assembly 22 is provided for securely and removably mounting key blank 20 during engagement thereof with the first and second rotatable machining heads 16 and 18. A key blank translation assembly 24 is provided for selectably positioning key blank clamping assembly 22 such that key blank 20 mounted thereon is brought into desired engagement with first and second rotatable machining heads 16 and 18. Key blank translation assembly 24 is preferably mounted along a rod 26. Assembly 24 translates along rod 26 and is further guided in this travel by a guide wire 28. Guide wire 28 is disposed below first and second machining heads 16 and 18 such that debris from formation of the key cuts does not tend to collect thereon and interfere with translation of key blank clamping assembly 22.

Motor 14 is operatively connected to first and second rotatable machining heads 16 and 18 by means of a belt 30 (FIG. 3) or any other kind of suitable linkage. A drill bit 32 (FIG. 2) is mounted on each of first and second rotatable machining heads 16 and 18. Preferably a shield 36, formed of bent metal, for example, protects the user from inadvertent damage from the drill bits 32.

Key blank clamping assembly 22 preferably includes a clamping bar 38 connected to a knob 40. Key blank 20 is inserted in a groove 42 (seen best in FIG. 4) formed in assembly 22. By turning knob 40, clamping bar 38 clamps key blank 20 in groove 42 of assembly 22, thereby fixing key blank 20 in place for forming key cuts thereon.

Key blank translation assembly 24 preferably includes a mechanism 44 for selectively moving key blank clamping assembly 22 generally in the direction of an arrow 46 (FIGS. 1, 3 and 4), so as to bring key blank 20 against drill bit 32 of either of first and second rotatable machining heads 16 and 18, wherein drill bit 32 forms the appropriate key cut on key blank 20. Mechanism 44, which is preferably spring-loaded, includes a handle 48 which can be oriented for both right-handed and left-handed users. For example, in FIG. 2, it is seen that handle 48 extends towards the right, this being suitable for use by a right-handed person. Handle 48 can be easily removed and re-mounted to extend towards the left, this being suitable for use by a left-handed person.

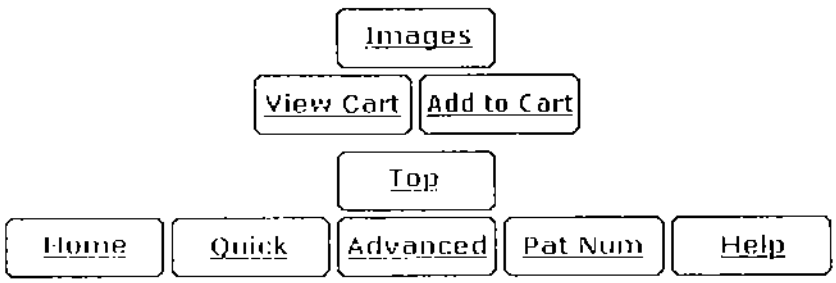
A user-controllable tumbler disk assembly 50 is operatively associated with first and second rotatable machining heads 16 and 18 for selectably determining the depth of the key cuts formed thereby on key blank 20 mounted on key blank clamping assembly 22.

In accordance with a preferred embodiment of the present invention user-controllable tumbler disk assembly 50 includes a plurality of adjacent disks 52 which are rotatable about a generally horizontal axis 54 and wherein the rotational orientation of each disk 52 determines the depth of a corresponding key cut. Preferably a user engageable handle 56 extends radially outward from each disk 52, thereby allowing a user to individually rotationally position each disk 52 about horizontal axis 54.

As seen more clearly in FIG. 4, disk 52 has a plurality of notches 58 formed therein of varying depths corresponding to (not necessarily equal to) the different depths of the desired key cuts. A pin 60 protrudes from key blank clamping assembly 22 and is adapted to about against disks 52. The distance that pin 60 moves in the direction of arrow 46 before stopping against disk 52 is determined by the rotational position of the particular disk 52. Thus, once the user has rotated the appropriate disk 52 about horizontal axis 54 to the correct position in accordance with the desired key-cut combination, pin 60 translates generally linearly a certain distance before abutting against disk 52. The amount of translation in the direction of arrow 46 is the desired key cut depth. Each disk 52 is thus rotated to its appropriate position and the desired plurality of key cuts is readily formed on key blank 22.

It will be appreciated by persons skilled in the art that the present invention is not limited by what has been particularly shown and described hereinabove. Rather the scope of the present invention includes both combinations and subcombinations of the features described hereinabove as well as modifications and variations thereof which would occur to a person of skill in the art upon reading the foregoing description and which are not in the prior art.

* * * * *



United States Patent **5,839,308**
Eizen , et al. **November 24, 1998**

Locking apparatus

Abstract

A key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being displaceable in a single direction, outwardly from the key combination surface.

Inventors: **Eizen; Noach** (Rishon Lezion, **IL**), **Markbreit; Dani** (Azor, **IL**)
Assignee: **Mul-T-Lock Ltd.** (Yavne, **IL**)
Appl. No.: **08/961,258**
Filed: **October 30, 1997**

Related U.S. Patent Documents

Application Number	Filing Date	Patent Number	Issue Date
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340352	Nov., 1994	5520035	May., 1996
09069	Jan., 1993		

Foreign Application Priority Data

Jan 08, 1993 [IL] 104349

Current U.S. Class: **70/358** ; 70/359; 70/395; 70/398; 70/409
Current International Class: E05B 67/24 (20060101); E05B 19/00 (20060101); E05B 27/00 (20060101); E05B 35/00 (20060101); E05B 67/00 (20060101); E05B 019/08 (); E05B 027/06 ()

Field of Search: 70/398,359,409,411,414,358,394,395,399,401,406

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Primary Examiner: Gall; Lloyd A.
Attorney, Agent or Firm: Nixon & Vanderhye P.C.

Parent Case Text

REFERENCE TO RELATED APPLICATIONS

This application is a continuation of application Ser. No. 08/613,664,filed Mar. 11, 1996,now U.S. Pat. No. 5,784,910, which is a continuation of Ser. No. 08/340,352, filed Nov. 14, 1994, now U.S. Pat. No. 5,520,035, issued May 28, 1996, which is a continuation of application Ser. No. 08/009,069, filed Jan. 26, 1993, now abandoned.

Claims

We claim:

1. A key and lock combination, the key comprising:

a generally-elongate shaft portion extending along a shaft axis and defining first and second generally flat oppositely-directed side surfaces, joined by edge surfaces narrower than said side surfaces, said first side surface defining a first key combination surface and a row of key cuts which define a key combination; and

at least one first movable pin element retained within the elongate shaft portion, said at least one first movable pin element extending along a first movable pin axis, said first movable pin axis being perpendicular to said shaft axis and intersecting an axis along which extends said row of key cuts, wherein said at least one movable pin element extends from said first side surface to said second side surface and is displaced axially along said first movable pin axis from said second side surface inwardly towards said first side surface, such that when said at least one first movable pin element is recessed with respect to said second side surface it protrudes outwardly from said first side surface along said row of key cuts,

and wherein said at least one movable pin element comprises a plug pin engaging portion having a face end formed with a socket of a desired depth and with a shoulder, wherein said plug pin engaging portion is engageable with a pair of telescoping pins, wherein said socket is adapted to abut one of said telescoping pins and said shoulder is adapted to abut the other of said telescoping pins; and

the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of chambers extends coaxially with a corresponding one of the second plurality of chambers, when the plug is in a first rotational orientation relative to the housing;

wherein first pin assemblies are disposed in the first plurality of chambers and second pin assemblies are disposed in the second plurality of chambers, said first pin assemblies each being displaceable along a first pin assembly axis and said second pin assemblies each being displaceable along a second pin assembly axis; and

a third pin assembly is disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and facing one of the second pin assemblies and is operative to urge said at least one first movable pin element axially outwardly from the key into engagement with one of the second pin assemblies, said third pin assembly being displaceable along a third pin assembly displacement axis which is coaxial with one of said second pin assembly axes.

2. A key comprising:

a generally-elongate shaft portion extending along a shaft axis and defining first and second generally flat oppositely-directed side surfaces, joined by edge surfaces narrower than said side surfaces, said first side surface defining a first key combination surface and a row of key cuts which define a key combination; and

at least one first movable pin element retained within the elongate shaft portion, said at least one first movable pin element extending along a first movable pin axis, said first movable pin axis being perpendicular to said shaft axis and intersecting an axis along which extends said row of key cuts, wherein said at least one movable pin element extends from said first side surface to said second side surface and is displaced axially along said first movable pin axis from said second side surface inwardly towards said first side surface, such that when said at least one first movable pin element is recessed with respect to said second side surface it protrudes outwardly from said first side surface along said row of key cuts,

and wherein said at least one movable pin element comprises a plug pin engaging portion having a face end formed with a socket of a desired depth and with a shoulder, wherein said plug pin engaging portion is engageable with a pair of telescoping pins, wherein said socket is adapted to abut one of said telescoping pins and said shoulder is adapted to abut the other of said telescoping pins.

3. A key comprising:

a generally-elongate shaft portion extending along a shaft axis and defining first and second generally flat oppositely-directed side surfaces, joined by edge surfaces narrower than said side surfaces, said first side surface defining a first key combination surface and a row of key cuts which define a key combination; and

at least one first movable pin element retained within the elongate shaft portion, said at least one first movable pin element extending along a first movable pin axis, said first movable pin axis being perpendicular to said shaft axis and intersecting an axis along which extends said row of key cuts, wherein said at least one movable pin element extends from said first side surface to said second side surface and is displaced axially along said first movable pin axis from said second side surface inwardly towards said first side surface, such that when said at least one first movable pin element is recessed with respect to said second side surface it protrudes outwardly from said first side surface along said row of key cuts,

and wherein said second side surface also defines a second key combination surface and a second row

of key cuts which defines a key combination; and

at least one second movable pin element extends along a second movable pin axis, said second movable pin axis being perpendicular to said shaft axis and intersecting an axis along which extends said second row of key cuts, wherein said at least one second movable pin element extends from said first side surface to said second side surface and is displaced axially along said second movable pin axis inwardly towards said second side surface, such that when said at least one second movable pin element is recessed with respect to said first side surface, it protrudes outwardly from said second side surface.

4. A key according to claim 3 and wherein said at least one first movable pin element is selectably configured to define part of a key combination.

5. A key according to claim 3 and wherein said first and second key combination surfaces are laterally offset one from the other and wherein said first and second movable pin elements are laterally offset one from the other.

6. A key according to claim 3 and wherein said at least one first movable pin element is retained within the elongate shaft portion at a location intersecting said row of key cuts, so that it cannot protrude from said second side surface.

7. A key according to claim 3 and wherein said at least one first movable pin element is retained within the elongate shaft portion at a location intersecting said row of key cuts, so that it cannot protrude from said second side surface.

8. A key according to claim 3 and wherein said at least one second movable pin element is selectably configured to define part of a key combination.

9. A key and lock combination, the key comprising:

a generally-elongate shaft portion extending along a shaft axis and defining first and second generally flat oppositely-directed side surfaces, joined by edge surfaces narrower than said side surfaces, said first side surface defining a first key combination surface and a row of key cuts which define a key combination; and

at least one first movable pin element retained within the elongate shaft portion, said at least one first movable pin element extending along a first movable pin axis, said first movable pin axis being perpendicular to said shaft axis and intersecting an axis along which extends said row of key cuts, wherein said pin element extends from said first side surface to said second side surface and is displaced axially along said first movable pin axis from said second side surface inwardly towards said first side surface, such that when said at least one first movable pin element is recessed with respect to said second side surface it protrudes outwardly from said first side surface along said row of key cuts,

and wherein said second side surface also defines a second key combination surface and a second row of key cuts which defines a key combination; and

at least one second movable pin element extends along a second movable pin axis, said second movable pin axis being perpendicular to said shaft axis and intersecting an axis along which extends said second row of key cuts, wherein said at least one second movable pin element extends from said

first side surface to said second side surface and is displaced axially along said second movable pin axis inwardly towards said second side surface, such that when said at least one second movable pin element is recessed with respect to said first side surface, it protrudes outwardly from said second side surface,

the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of chambers extends coaxially with a corresponding one of the second plurality of chambers, when the plug is in a first rotational orientation relative to the housing;

wherein first pin assemblies are disposed in the first plurality of chambers and second pin assemblies are disposed in the second plurality of chambers, said first pin assemblies each being displaceable along a first pin assembly axis and said second pin assemblies each being displaceable along a second pin assembly axis; and

a third pin assembly is disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and facing one of the second pin assemblies and is operative to urge said at least one first movable pin element axially outwardly from the key into engagement with one of the second pin assemblies, said third pin assembly being displaceable along a third pin assembly displacement axis which is coaxial with one of said second pin assembly axes.

10. A lock and key combination according to claim 9 and wherein said third pin assembly comprises a spring loaded pin.

11. A lock and key combination according to claim 9 and wherein said at least one first movable pin element is retained within the elongate shaft portion at a location intersecting said axis along which extends said row of key cuts, so that it cannot protrude from said second side surface.

Description

FIELD OF THE INVENTION

The present invention relates to locking apparatus generally and more particularly to key blanks, keys, and locks actuated thereby.

BACKGROUND OF THE INVENTION

A great variety of key blanks and associated locks are known. In the prior art, key blanks include a generally elongate unitary key cut-bearing portion with which is associated a key head.

There is known and described in U.S. Pat. 4,377,082 a key blank available from Dom of Germany

including a floating ball which is located at the center of the key cut-bearing portion and engages additional blocking pins off-axis with respect to the conventional pin tumblers.

There is also known and described in French Patent applications 82.01.905 and 84.03.944 and EPO published application 84.400.694.0 a key blank available from Vachette of France including a transverse sliding pin, which engages a cam in a corresponding lock.

SUMMARY OF THE INVENTION

The present invention seeks to provide an improved key blank, key and lock.

There is thus provided in accordance with a preferred embodiment of the present invention a key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being displaceable in a single direction, outwardly from the key combination surface.

There is also provided in accordance with a preferred embodiment of the present invention a key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon at a subsequent time, a plurality of key cuts arranged in a row, which key cuts define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element arranged to lie along the row of key cuts.

There is additionally provided in accordance with a preferred embodiment of the present invention a key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being selectable configurable to provide multiple combinations.

In accordance with one embodiment of the present invention, the movable pin element is configurable prior to its insertion in the key blank.

In accordance with another preferred embodiment of the present invention, the movable pin element may be configurable following its insertion in the key blank. Preferably the configuration of the movable pin element can be carried out using the same key cutting apparatus used for cutting the remaining key cuts on the key blank.

Further in accordance with a preferred embodiment of the present invention, the key blank also comprises a retractable cover member for covering part of the shaft including the movable pin element, when it is not inserted in a lock keyway.

Preferably, the key blank is a reversible key blank arranged to have formed thereon a pair of opposite key combination surfaces and includes a pair of movable pin elements, each associated with one of the key combination surfaces.

In accordance with a preferred embodiment of the invention the pair of movable pin elements may have different configurations. In such a case, depending on the orientation of the key it is operative to operate two different and mutually exclusive master key systems.

There is additionally provided in accordance with a preferred embodiment of the present invention a key including a generally elongate shaft portion defining a key combination surface having formed thereon key cuts which define a key combination, the key including a movable pin element retained within the elongate shaft portion, the movable pin element being displaceable in a single direction, outwardly from the key combination surface.

There is also provided in accordance with a preferred embodiment of the present invention a key including a generally elongate shaft portion defining a key combination surface having formed thereon a plurality of key cuts arranged in a row, which key cuts define a key combination, the key blank including a movable pin element retained within the elongate shaft portion and arranged to lie along the row of key cuts.

There is additionally provided in accordance with a preferred embodiment of the present invention a key including a generally elongate shaft portion defining a key combination surface having formed thereon key cuts which define a key combination, the key including a movable pin element retained within the elongate shaft portion, the movable pin element being configured in one of a plurality of possible combinations in order to provide multiple combinations.

Further in accordance with a preferred embodiment of the present invention, the key also comprises a retractable cover member for covering part of the shaft including the movable pin element, when it is not inserted in a lock keyway.

Preferably, the key is a reversible key having formed thereon a pair of opposite key combination surfaces and includes a pair of movable pin elements, each associated with one of the key combination surfaces.

Additionally in accordance with a preferred embodiment of the present invention there is provided a lock cylinder configured to be operated by a key including a generally elongate shaft portion defining a key combination surface having formed thereon key cuts which define a key combination, a movable pin element retained within the elongate shaft portion and being displaceable in a single direction, outwardly from the key combination surface, the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of chambers extends coaxially with a corresponding one of the second plurality of chambers, when the plug is in a first rotational orientation relative to the housing;

first pin assemblies being disposed in the first plurality of chambers and second pin assemblies disposed in the second plurality of chambers; a third pin assembly being disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and being operative to urge said movable pin element outwardly into engagement with one of the second pin assemblies.

Further in accordance with a preferred embodiment of the present invention there is provided a lock cylinder configured to be operated by a key including a generally elongate shaft portion defining a key combination surface having formed thereon a row of key cuts which define a key combination, a

movable pin element retained within the elongate shaft portion and being arranged to lie along the row of key cuts, the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of chambers extends coaxially with a corresponding one of the second plurality of chambers, when the plug is in a first rotational orientation relative to the housing;

first pin assemblies being disposed in the first plurality of chambers and second pin assemblies disposed in the second plurality of chambers; a third pin assembly being disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and being operative to urge said movable pin element outwardly into engagement with one of the second pin assemblies.

Further in accordance with a preferred embodiment of the present invention there is provided a lock cylinder configured to be operated by a key including a generally elongate shaft portion defining a key combination surface having formed thereon a row of key cuts which define a key combination, a movable pin element retained within the elongate shaft portion and being configured in one of a plurality of possible combinations in order to provide multiple combinations, the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of chambers extends coaxially with a corresponding one of the second plurality of chambers, when the plug is in a first rotational orientation relative to the housing;

first pin assemblies being disposed in the first plurality of chambers and second pin assemblies disposed in the second plurality of chambers; a third pin assembly being disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and being operative to urge said movable pin element outwardly into engagement with one of the second pin assemblies.

The lock cylinder may be employed in any suitable kind of lock, such as a door lock, a padlock and gear-shift lock.

In accordance with a preferred embodiment of the present invention, the movable pin element is formed with a recess on its surface facing in the same direction as the key combination surface.

Additionally in accordance with a preferred embodiment of the present invention, the movable pin element may operate with telescopic plug pins.

BRIEF DESCRIPTION OF THE DRAWINGS

The present invention will be understood and appreciated more fully from the following detailed

description, taken in conjunction with the drawings in which:

Figs. 1A and 1B are pictorial illustrations showing two types of locks and keys constructed and operative in accordance with a preferred embodiment of the present invention;

Figs. 2A and 2B are pictorial illustrations of a key blank and a key constructed and operative in accordance with a preferred embodiment of the present invention;

FIGS. 3A , 3B, 3C and 3D are sectional illustrations taken along lines III--III of FIG. 2B, and illustrating four different examples of the construction and mounting of movable pin elements in a,key;

FIG. 4 is a sectional illustration of a lock cylinder having a key inserted therein, constructed and operative in accordance with a preferred embodiment of the present invention;

FIG. 5 is a partially cut-way pictorial illustration of part of the plug of the lock of FIG. 4, taken along lines V--V of FIG. 4;

Fig. 6 is a planar illustration of the keyway of the plug of FIG. 5, taken along the line VI in FIG. 5;

FIGS. 7A and 7B are partially cut away sectional illustrations of the operation of two differently configured movable pins, in engagement with telescoping plug pins in accordance with a preferred embodiment of the present invention;

FIGS. 8A and 8B are pictorial illustrations of a key blank and a key constructed and operative in accordance with a preferred embodiment of the present invention;

Fig. 9 is an illustration of a disassembled non-rotatable movable pin assembly, constructed and operative in accordance with a preferred embodiment of the present invention, and particularly useful for pin configuration with conventional key cutting devices;

FIG. 10 is a sectional illustration of the assembly of FIG. 9 taken along the lines X--X in FIG. 9;

FIG. 11 is an illustration of a disassembled non-rotatable movable pin assembly, constructed and operative in accordance with another preferred embodiment of the present invention, and particularly useful for pin configuration with key cutting apparatus;

FIG. 12 is a sectional illustration of the assembly of FIG. 11 taken along the lines XII--XII in FIG. 11;

FIGS. 13A, 13B and 13C are illustrations of three different non-rotatable pin configurations useful in accordance with a preferred embodiment of the present invention;

FIGS. 14A and 14B are illustrations of a key blank and key respectively, having non-rotatable movable pins; and

FIGS. 15 and 15B are illustrations of a key having a retractable sleeve in accordance with a preferred embodiment of the invention in respective extended and retracted orientations.

DETAILED DESCRIPTION OF A PREFERRED EMBODIMENT

Reference is now made to FIGS. 1A and 1B which illustrate a key and cylinder lock constructed and operative in accordance with a preferred embodiment of the present invention. FIG. 1A illustrates a door lock 10 employing a cylinder 12 and key 14 according to the present invention and FIG. 1B illustrates a padlock 16 employing a cylinder 18 and key 20 according to the present invention.

Broadly speaking, the key and the key blank used to produce the key are characterized in that they include at least one and preferably two movable pin elements having at least one of the following characteristics:

The pin element is arranged for movement in only a single direction perpendicular to the plane of the key and the lock keyway.

The pin element is non-rotatable with respect to the remainder of the key.

The pin element is selectable configurable so as to define a plurality of different permutations.

The pin element includes a recess.

The pin element is arranged to lie along a row of key cuts conventionally formed in the key and thus operates a conventional plug pin of the lock.

A pair of pin elements having different configurations are associated with opposite key combination surfaces, thus providing a double function key and key blank.

These and other features of the key blank, key and lock of the present invention will be described hereinbelow with reference to the remainder of the drawings in order to provide a comprehensive picture of the novel features of the invention which is applicable to any suitable cylinder lock context.

Reference is now made to FIGS. 2A and 2B which illustrate a key blank 22 and key 24 constructed and operative in accordance with a preferred embodiment of the present invention. The common features of the key blank 22 and the key 24 will now be described using identical reference indications.

Both the key blank 22 and the key 24 comprise a generally elongate shaft portion 26, preferably, but not necessarily including first and second opposite planar surfaces 28 and 30, at least one of which constitutes a key combination surface 30 which is arranged to have formed thereon a plurality of key cuts 32, which define a lock combination in a conventional manner. When the key blank 22 and the key 24 define reversible keys, both of planar surfaces 28 and 30 constitute key combination surfaces.

Preferably, each key combination surface 30 also defines elongate keyway guides 34, which fit in configuration to protrusions defined in the interior of the keyway in the corresponding lock, which will described hereinbelow. Some or all of key cuts 32 may be formed over guides 34. Between guides 34 there is defined a keyway guide axis.

In accordance with a preferred embodiment of the present invention a movable pin element 40 is retained in shaft portion 26 for motion, preferably in a single direction only, perpendicular to, i.e. in and out of the key combination surface 30. In reversible key blanks, as shown in FIGS. 2A and 2B, a pair of oppositely directed movable pin elements 40 are retained in shaft portion 26, each for

operative association with a key combination surface.

In accordance with a preferred embodiment of the invention the pair of oppositely-directed movable pin elements may have different configurations. In such a case, depending on the orientation of the key it is operative to operate two different and mutually exclusive master key systems, each of which is operated by a different pin element configuration.

Reference is now made to FIGS. 3A-3D which are taken along the lines III--III in FIG. 2B and illustrate four different examples of movable pin mountings and configurations.

In the embodiment of FIG. 3A, the shaft 26 is formed with a two step bore 42 for each pin element 41 and the pin element 41 is preferably integrally formed with a plug pin engaging portion 44 having a facing end 46 which can be selectable configured to provide various combinations, preferably a socket 48 of a desired depth; a broadened intermediate portion 50 and a narrowed pusher pin engagement portion 52. A retaining ring 54 preferably retains the pin element 40 against disengagement from the shaft portion 26 in one direction and engagement of intermediate portion 50 with a shoulder 56 retains the pin element 41 against disengagement from shaft portion 26 in the other direction.

In the embodiment of FIG. 3B the same pin element 41 as in the embodiment of FIG. 3A may be employed. Here, however, a single shoulder bore 60 is provided, above a peripheral recess 62, which accommodates a narrow peripheral protrusion 64 of a sealing ring 66.

In the embodiment of FIG. 3C, a different type of pin element 70 is shown and is preferably integrally formed with a plug pin engaging portion 74 having a facing end 76 which can be selectable configured to provide various combinations, preferably a socket 78 of a desired depth and a broadened portion 80 defining a pusher pin engagement surface 82. A retaining ring 84 is partially seated in a peripheral key cut 86 formed in portion 74 adjacent end 76 and preferably retains the pin element 70 against disengagement from the shaft portion 87 in one direction and engagement of a shoulder between portions 74 and 80 of pin element 70 with a corresponding shoulder 88 in a bore retains the pin element 70 against disengagement from shaft portion 87 in the other direction. Bore 90 also defines a broadened portion which accommodates retaining ring 84.

In the embodiment of FIG. 3D, yet another type of pin element 100 is shown and is preferably integrally formed with a plug pin engaging portion 101 having a facing end 102 which can be selectable configured to provide various combinations, preferably a socket 104 of a desired depth, and a broadened portion 106 defining a pusher pin engagement surface 108. No retaining ring is required inasmuch as the top of a bore 110 is swaged as indicated at reference numeral 112 to retain the pin element 100 against disengagement from the shaft portion 114 in one direction. Engagement of a shoulder between portions 101 and 106 of pin element 100 with a corresponding shoulder 116 in bore 110 retains the pin element 100 against disengagement from shaft portion 114 in the other direction.

Reference is now made to FIGS. 4, 5 and 6, which illustrate a lock cylinder in operative engagement with a key constructed in accordance with a preferred embodiment of the present invention. It is to be appreciated that although the key illustrated at reference numeral 120 in FIG. 4 is the embodiment shown in FIG. 3A, any suitable embodiment of key may be employed.

The lock cylinder of FIGS. 4, 5 and 6 comprises a housing 122 and a plug 124 which is arranged for rotation relative thereto and defining a keyway 126.

A first plurality of chambers 128 are formed in the housing 122 and a second plurality of chambers 130 are formed in the plug on one side of the keyway and are arranged such that each one of the first plurality of chambers 128 extends coaxially with a corresponding one of the second plurality of chambers 130, when the plug is in a first rotational orientation relative to the housing, as shown in FIG. 4.

A plurality of first pin assemblies 132, which are preferably telescopic pin assemblies having a plurality of concentric pin portions as shown including a spring, are preferably disposed in the first plurality of chambers 128 and are retained therein by plugs 134. A plurality of second pin assemblies 136, which are preferably telescopic pin assemblies having a plurality of concentric pin portions as shown, are disposed in the second plurality of chambers 130. A shear line 138 is defined between the facing surfaces of the respective pluralities of first and second pin assemblies 132 and 136, when the proper key is located in its proper location in the keyway 126 in engagement with the second pin assemblies.

In accordance with a preferred embodiment of the present invention a third pin assembly 140 is disposed in a suitable single shoulder bore 142 in the plug 124 on a side of the keyway 126 opposite to that of the second pin assemblies 130 and is operative to urge a movable pin element 150 outwardly from the key combination surface 152 of the key 120 into operative engagement with one of the second pin assemblies 136. Alternatively, the movable pin element 150 may operate against an additional pin assembly which is not normally found in conventional cylinders.

In the illustrated embodiment, the movable pin element 150 may be identical to pin element 41 in the embodiment of FIG. 3A. The third pin assembly 140 preferably includes a pusher pin 154 having a rounded forward surface 156 and a broadened end portion 158, which is retained against disengagement from plug 124 by a retaining ring 160. A spring 162, which is stronger than the spring of pin assembly 132, urges pusher pin 154 forwardly into displacing engagement with portion 52 of pin element 150, thus urging pin element 41 into operative engagement with one of the second pin assemblies 136, as shown.

Key guide protrusions 164 are illustrated in FIGS. 5 and 6.

FIG. 4 illustrates pin 41 having a socket 48 formed at surface 46 thereof. FIGS. 7A and 7B illustrate other possible configurations of the forward surface 46 of pin 41, which enable various lock combinations to be realized thereby. In FIG. 7A, the forward surface is flat, as indicated by reference numeral 170. In FIG. 7B, the forward surface is a combination recess and central protrusion. It is appreciated that any other suitable surface configuration may be provided.

Reference is now made to FIGS. 8A and 8B which illustrate an alternative embodiment of the key blank and key of FIGS. 2A and 2B wherein the movable pins 180 are located beyond the normal key cuts 182 and keyway engaging guides 184. In such a case, an additional plug pin and housing pin (not shown) must be provided for being operated by the movable pin.

It is a particular feature of the present invention that the configuration of the plug pin engagement surface of the movable pin may be selectable configured either as part of the manufacture of the key blank, or thereafter, when the key cuts are being made. In the latter case, the same machinery used for cutting the remaining key cuts can be employed for configuring the plug pin engagement surface of the movable pin element. This is made possible by impeding rotation of the movable pin, as is illustrated in FIGS. 9-13C.

Reference is now made to FIGS. 9-13C which illustrate the construction and mounting of a non-rotatable movable pin element in a key blank. As seen in FIGS. 9 and 10, a movable pin element 200 may be generally identical to pin element 41 of FIG. 3A with the additional provision of a radially extending protrusion 202 which seats in a corresponding recess 204 in a bore 206 formed in the key blank shaft 208. The movable plug may be retained, similarly to the embodiment of FIG. 3A, by a retaining ring 210 in press-fit engagement with a portion of bore 206.

According to an alternative embodiment of the present invention, as seen in FIGS. 11 and 12, a movable pin element 220 may be generally identical to pin element 41 of FIG. 3A with the additional provision of one or more radially extending recesses 222. The movable plug is retained against rotation by a retaining ring 230, which is formed with protrusions 224 which corresponding to and seat in recesses 222, which is held in non-rotatable press-fit engagement with a portion of a bore 232 in a key blank shaft 234.

FIGS. 13A, 13B and 13C illustrate three additional illustrative examples of non-rotating movable pin elements, indicated by reference numerals 240, 242 and 244 which may be retained in a corresponding suitably shaped bore 250, 252 and 254 in corresponding key blank shaft portions 260, 262 and 264. The pin elements of FIGS. 13A-13C are typically retained against disengagement by swaging of the respective bores.

It is to be appreciated that any suitable type of non-rotating movable pin elements may be employed. Their configuration and mounting is not limited by the examples provided herein.

Reference is now made to FIGS. 14A and 14B, which illustrate a key blank constructed and operative in accordance with an embodiment of the present invention and employing non-rotating movable pins 270 before and after grooving by using a conventional key cutting machine. It is seen that key cuts 272 are formed in the plug pin engaging surfaces of the movable pins 270.

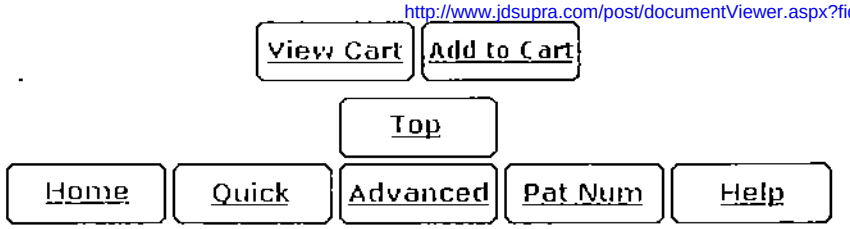
Reference is now made to FIGS. 15A and 15B which illustrate a key of the type described above and also having formed therein a retractable cover sleeve 280 for providing protection of the key cuts and particularly the movable pin elements 282 against ingress of spurious materials or damage which could impede their proper operation.

In the embodiment of FIGS. 15A and 15B a compression spring 284 is operative to urge sleeve 280 forward away from a molded key head 286 and over shaft portion 288. The sleeve 280 is retracted into a recess 290 formed into the key head 286 when the key is inserted into a keyway by engagement with the front surface of the plug. It is to be appreciated that normally key blanks are to be manufactured with the sleeve 280 and spring 284 prior to cutting of the key and thus the key blanks made in this way are also within the scope of the present invention.

It will be appreciated by persons skilled in the art that the present invention is not limited by what has been particularly shown and described hereinabove. Rather the scope of the present invention is defined only by the claims which follow:

* * * * *

Images



United States Patent **5,784,910**
Eizen , et al. **July 28, 1998**

Locking apparatus

Abstract

A key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being displaceable in a single direction, outwardly from the key combination surface.

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Appl. No.: **08/613,664**
Filed: **March 11, 1996**

Related U.S. Patent Documents

Application Number	Filing Date	Patent Number	Issue Date
340352	Nov., 1994	5520035	
09069	Jan., 1993		

Foreign Application Priority Data

Jan 08, 1993 [IL] 104349

Current U.S. Class: **70/395** ; 70/398; 70/409
Current International Class: E05B 19/00 (20060101); E05B 27/00 (20060101); E05B 35/00 (20060101); E05B 019/12 ()
Field of Search: 70/398,359,409,411,414,358,394,395,399,401,406

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Parent Case Text

This is a continuation of application Ser. No. 08/340,352, now U.S. Pat. No. 5,520,035 filed Nov. 14,1994, which is a continuation of application Ser. No. 08/009,069, filed Jan. 26, 1993, now abandoned.

Claims

We claim:

1. A key blank for use with a lock having a row of lock pins, said key blank comprising:

a generally elongate shaft portion extending along a shaft axis and defining first and second generally flat oppositely directed side surfaces, joined by edge surfaces narrower than said side surfaces, said first side surface defining a first key combination surface and having formed thereon elongate keyway guides extending at least partly along said shaft and arranged to underlie at least part of said row of lock pins in said lock; and

at least one first movable pin element retained within the elongate shaft portion,

said at least one first movable pin element axially spaced from said keyway guides and extending along a first movable pin axis, said first movable pin axis being perpendicular to said side surfaces, wherein said at least one first movable pin element extends from said first side surface to said second side surface and is displaced axially along said first movable pin axis from said second side surface inwardly towards said first side surface, such that when said at least one first movable pin element is recessed with respect to said second side surface it protrudes outwardly from said first side surface.

2. A key blank according to claim 1 and wherein said second side surface also defines a second key combination surface and has formed thereon a second set of elongate keyway guides extending at least partly along said shaft; and

at least one second movable pin element axially spaced from said second set of elongate keyway guides and extends along a second movable pin axis, said second movable pin axis being perpendicular to said side surfaces, wherein said at least one second movable pin element extends from said first side surface to said second side surface, such that when said at least one second movable pin element is recessed with respect to said first side surface it protrudes outwardly from said second side surface.

3. A key blank according to claim 2 and wherein said at least first and second movable pin elements are laterally offset one from the other.

4. A key blank according to claim 1 and wherein said at least one first movable pin element is retained within the elongate shaft portion at a location axially spaced from said keyway guides, so that it cannot protrude from said second side surface.

5. A key blank according to claim 2 and wherein said at least one first movable pin element is retained within the elongate shaft portion at a location axially spaced from said keyway guides so that it cannot protrude from second side surface.

Description

FIELD OF THE INVENTION

The present invention relates to locking apparatus generally and more particularly to key blanks, keys, and locks actuated thereby.

BACKGROUND OF THE INVENTION

A great variety of key blanks and associated locks are known. In the prior art, key blanks include a generally elongate unitary key cut-bearing portion with which is associated a key head.

There is known and described in U.S. Pat. No. 4,377,082 a key blank available from Dome of Germany including a floating ball which is located at the center of the key cut-bearing portion and engages additional blocking pins off-axis with respect to the conventional pin tumblers.

There is also known and described in French Patent Application 82.01.905 and 84.03.944 and EPO published application 84.400.694.0 a key blank available from Vachette of France including a transverse sliding pin, which engages a cam in a corresponding lock.

SUMMARY OF THE INVENTION

The present invention seeks to provide an improved key blank, key and lock.

There is thus provided in accordance with a preferred embodiment of the present invention a key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being displaceable in a single direction, outwardly from the key combination surface.

There is also provided in accordance with a preferred embodiment of the present invention a key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon at a subsequent time, a plurality of key cuts arranged in a row, which key cuts define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element arranged to lie along the row of key cuts.

There is additionally provided in accordance with a preferred embodiment of the present invention a key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being selectably configurable to provide multiple combinations.

In accordance with one embodiment of the present invention, the movable pin element is configurable prior to its insertion in the key blank.

In accordance with another preferred embodiment of the present invention, the movable pin element

may be configurable following its insertion in the key blank. Preferably the configuration of the movable pin element can be carried out using the same key cutting apparatus used for cutting the remaining key cuts on the key blank.

Further in accordance with a preferred embodiment of the present invention, the key blank also comprises a retractable cover member for covering part of the shaft including the movable pin element, when it is not inserted in a lock keyway.

Preferably, the key blank is a reversible key blank arranged to have formed thereon a pair of opposite key combination surfaces and includes a pair of movable pin elements, each associated with one of the key combination surfaces.

In accordance with a preferred embodiment of the invention the pair of movable pin elements may have different configurations. In such a case, depending on the orientation of the key it is operative to operate two different and mutually exclusive master key systems.

There is additionally provided in accordance with a preferred embodiment of the present invention a key including a generally elongate shaft portion defining a key combination surface having formed thereon key cuts which define a key combination, the key including a movable pin element retained within the elongate shaft portion, the movable pin element being displaceable in a single direction, outwardly from the key combination surface.

There is also provided in accordance with a preferred embodiment of the present invention a key including a generally elongate shaft portion defining a key combination surface having formed thereon a plurality of key cuts arranged in a row, which key cuts define a key combination, the key blank including a movable pin element retained within the elongate shaft portion and arranged to lie along the row of key cuts.

There is additionally provided in accordance with a preferred embodiment of the present invention a key including a generally elongate shaft portion defining a key combination surface having formed thereon key cuts which define a key combination, the key including a movable pin element retained within the elongate shaft portion, the movable pin element being configured in one of a plurality of possible combinations in order to provide multiple combinations.

Further in accordance with a preferred embodiment of the present invention, the key also comprises a retractable cover member for covering part of the shaft including the movable pin element, when it is not inserted in a lock keyway.

Preferably, the key is a reversible key having formed thereon a pair of opposite key combination surfaces and includes a pair of movable pin elements, each associated with one of the key combination surfaces.

Additionally in accordance with a preferred embodiment of the present invention there-is provided a lock cylinder configured to be operated by a key including a generally elongate shaft portion defining a key combination surface having formed thereon key cuts which define a key combination, a movable pin element retained within the elongate shaft portion and being displaceable in a single direction, outwardly from the key combination surface, the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of chambers extends coaxially with a corresponding one of the second plurality of chambers, when the plug is in a first rotational orientation relative to the housing;

first pin assemblies being disposed in the first plurality of chambers and second pin assemblies disposed in the second plurality of chambers; a third pin assembly being disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and being operative to urge said movable pin element outwardly into engagement with one of the second pin assemblies.

Further in accordance with a preferred embodiment of the present invention there is provided a lock cylinder configured to be operated by a key including a generally elongate shaft portion defining a key combination surface having formed thereon a row of key cuts which define a key combination, a movable pin element retained within the elongate shaft portion and being arranged to lie along the row of key cuts, the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of chambers extends coaxially with a corresponding one of the second plurality of chambers, when the plug is in a first rotational orientation relative to the housing;

first pin assemblies being disposed in the first plurality of chambers and second pin assemblies disposed in the second plurality of chambers; a third pin assembly being disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and being operative to urge said movable pin element outwardly into engagement with one of the second pin assemblies.

Further in accordance with a preferred embodiment of the present invention there is provided a lock cylinder configured to be operated by a key including a generally elongate shaft portion defining a key combination surface having formed thereon a row of key cuts which define a key combination, a movable pin element retained within the elongate shaft portion and being configured in one of a plurality of possible combinations in order to provide multiple combinations, the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of chambers extends coaxially with a corresponding one of the second plurality of chambers, when the plug is in a first rotational orientation relative to the housing;

first pin assemblies being disposed in the first plurality of chambers and second pin assemblies

disposed in the second plurality of chambers; a third pin assembly being disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and being operative to urge said movable pin element outwardly into engagement with one of the second pin assemblies.

The lock cylinder may be employed in any suitable kind of lock, such as a door lock, a padlock and gear-shift lock.

In accordance with a preferred embodiment of the present invention, the movable pin element is formed with a recess on its surface facing in the same direction as the key combination surface.

Additionally in accordance with a preferred embodiment of the present invention, the movable pin element may operate with telescopic plug pins.

BRIEF DESCRIPTION OF THE DRAWINGS

The present invention will be understood and appreciated more fully from the following detailed description, taken in conjunction with the drawings in which:

FIGS. 1A and 1B are pictorial illustrations showing two types of locks and keys constructed and operative in accordance with a preferred embodiment of the present invention;

FIGS. 2A and 2B are pictorial illustrations of a key blank and a key constructed and operative in accordance with a preferred embodiment of the present invention;

FIGS. 3A, 3B, 3C and 3D are sectional illustrations taken along lines III--III of FIG. 2B, and illustrating four different examples of the construction and mounting of movable pin elements in a key;

FIG. 4 is a sectional illustration of a lock cylinder having a key inserted therein, constructed and operative in accordance with a preferred embodiment of the present invention;

FIG. 5 is a partially cut-way pictorial illustration of part of the plug of the lock of FIG. 4, taken along lines V--V of FIG. 4;

FIG. 6 is a planar illustration of the keyway of the plug of FIG. 5, taken along the line VI in FIG. 5;

FIGS. 7A and 7B are partially cut away sectional illustrations of the operation of two differently configured movable pins in engagement with telescoping plug pins in accordance with a preferred embodiment of the present invention;

FIGS. 8A and 8B are pictorial illustrations of a key blank and a key constructed and operative in accordance with a preferred embodiment of the present invention;

FIG. 9 is an illustration of a disassembled non-rotatable movable pin assembly, constructed and operative in accordance with a preferred embodiment of the present invention, and particularly useful for pin configuration with conventional key cutting devices;

FIG. 10 is a sectional illustration of the assembly of FIG. 9 taken along the lines X--X in FIG. 9;

FIG. 11 is an illustration of a disassembled non-rotatable movable pin assembly, constructed and operative in accordance with another preferred embodiment of the present invention, and particularly useful for pin configuration with key cutting apparatus;

FIG. 12 is a sectional illustration of the assembly of FIG. 11 taken along the lines XII--XII in FIG. 11;

FIGS. 13A, 13B and 13C are illustrations of three different non-rotatable pin configurations useful in accordance with a preferred embodiment of the present invention;

FIGS. 14A and 14B are illustrations of a key blank and key respectively, having non-rotatable movable pins; and

FIGS. 15A and 15B are illustrations of a key having a retractable sleeve in accordance with a preferred embodiment of the invention in respective extended and retracted orientations.

DETAILED DESCRIPTION OF A PREFERRED EMBODIMENT

Reference is now made to FIGS. 1A and 1B which illustrate a key and cylinder lock constructed and operative in accordance with a preferred embodiment of the present invention. FIG. 1A illustrates a door lock 10 employing a cylinder 12 and key 14 according to the present invention and FIG. 1B illustrates a padlock 16 employing a cylinder 18 and key 20 according to the present invention.

Broadly speaking, the key and the key blank used to produce the key are characterized in that they include at least one and preferably two movable pin elements having at least one of the following characteristics:

The pin element is arranged for movement in only a single direction perpendicular to the plane of the key and the lock keyway.

The pin element is non-rotatable with respect to the remainder of the key.

The pin element is selectably configurable so as to define a plurality of different permutations.

The pin element includes a recess.

The pin element is arranged to lie along a row of key cuts conventionally formed in the key and thus operates a conventional plug pin of the lock.

A pair of pin elements having different configurations are associated with opposite key combination surfaces, thus providing a double function key and key blank.

These and other features of the key blank, key and lock of the present invention will be described hereinbelow with reference to the remainder of the drawings in order to provide a comprehensive picture of the novel features of the invention which is applicable to any suitable cylinder lock context.

Reference is now made to FIGS. 2A and 2B which illustrate a key blank 22 and key 24 constructed and operative in accordance with a preferred embodiment of the present invention. The common features of the key blank 22 and the key 24 will now be described using identical reference indications.

Both the key blank 22 and the key 24 comprise a generally elongate shaft portion 26, preferably, but not necessarily including first and second opposite planar surfaces 28 and 30, at least one of which constitutes a key combination surface 30 which is arranged to have formed thereon a plurality of key cuts 32, which define a lock combination in a conventional manner. When the key blank 22 and the key 24 define reversible keys, both of planar surfaces 28 and 30 constitute key combination surfaces.

Preferably, each key combination surface 30 also defines elongate keyway guides 34, which fit in configuration to protrusions defined in the interior of the keyway in the corresponding lock, which will described hereinbelow. Some or all of key cuts 32 may be formed over guides 34.

In accordance with a preferred embodiment of the present invention a movable pin element 40 is retained in shaft portion 26 for motion, preferably in a single direction only, perpendicular to, i.e. in and out of the key combination surface 30. In reversible key blanks, as shown in FIGS. 2A and 2B, a pair of oppositely directed movable pin elements 40 are retained in shaft portion 26, each for operative association with a key combination surface.

In accordance with a preferred embodiment of the invention the pair of oppositely-directed movable pin elements may have different configurations. In such a case, depending on the orientation of the key it is operative to operate two different and mutually exclusive master key systems, each of which is operated by a different pin element configuration.

Reference is now made to FIGS. 3A--3D which are taken along the lines III--III in FIG. 2B and illustrate four different examples of movable pin mountings and configurations.

In the embodiment of FIG. 3A, the shaft 26 is formed with a two step bore 42 for each pin element 41 and the pin element 41 is preferably integrally formed with a plug pin engaging portion 44 having a facing end 46 which can be selectably configured to provide various combinations, preferably a socket 48 of a desired depth; a broadened intermediate portion 50 and a narrowed pusher pin engagement portion 52. A retaining ring 54 preferably retains the pin element 40 against disengagement from the shaft portion 26 in one direction and engagement of intermediate portion 50 with a shoulder 56 retains the pin element 41 against disengagement from shaft portion 26 in the other direction.

In the embodiment of FIG. 3B the same pin element 41 as in the embodiment of FIG. 3A may be employed. Here, however, a single shoulder bore 60 is provided, having a peripheral recess 62, which accommodates a narrow peripheral protrusion 64 of a sealing ring 66.

In the embodiment of FIG. 3C, a different type of pin element 70 is shown and is preferably integrally formed with a plug pin engaging portion 74 having a facing end 76 which can be selectably configured to provide various combinations, preferably a socket 78 of a desired depth and a broadened portion 80 defining a pusher pin engagement surface 82. A retaining ring 84 is partially seated in a peripheral key cut 86 formed in portion 74 adjacent end 76 and preferably retains the pin element 70 against disengagement from the shaft portion 87 in one direction and engagement of a shoulder between portions 74 and 80 of pin element 70 with a corresponding shoulder 88 in a bore retains the pin element 70 against disengagement from shaft portion 87 in the other direction. Bore 90 also defines a broadened portion which accommodates retaining ring 84.

In the embodiment of FIG. 3D, yet another type of pin element 100 is shown and is preferably integrally formed with a plug pin engaging portion 101 having a facing end 102 which can be

selectably configured to provide various combinations, preferably a socket 104 of a desired depth, and a broadened portion 106 defining a pusher pin engagement surface 108. No retaining ring is required inasmuch as the top of a bore 110 is swaged as indicated at reference numeral 112 to retain the pin element 100 against disengagement from the shaft portion 114 in one direction. Engagement of a shoulder between portions 101 and 106 of pin element 100 with a corresponding shoulder 116 in bore 110 retains the pin element 100 against disengagement from shaft portion 114 in the other direction.

Reference is now made to FIGS. 4, 5 and 6, which illustrate a lock cylinder in operative engagement with a key constructed in accordance with a preferred embodiment of the present invention. It is to be appreciated that although the key illustrated at reference numeral 120 in FIG. 4 is the embodiment shown in FIG. 3A, any suitable embodiment of key may be employed.

The lock cylinder of FIGS. 4, 5 and 6 comprises a housing 122 and a plug 124 which is arranged for rotation relative thereto and defining a keyway 126.

A first plurality of chambers 128 are formed in the housing 122 and a second plurality of chambers 130 are formed in the plug on one side of the keyway and are arranged such that each one of the first plurality of chambers 128 extends coaxially with a corresponding one of the second plurality of chambers 130, when the plug is in a first rotational orientation relative to the housing, as shown in FIG. 4.

A plurality of first pin assemblies 132, which are preferably telescopic pin assemblies having a plurality of concentric pin portions as shown including a spring, are preferably disposed in the first plurality of chambers 128 and are retained therein by plugs 134. A plurality of second pin assemblies 136, which are preferably telescopic pin assemblies having a plurality of concentric pin portions as shown, are disposed in the second plurality of chambers 130. A shear line 138 is defined between the facing surfaces of the respective pluralities of first and second pin assemblies 132 and 136, when the proper key is located in its proper location in the keyway 126 in engagement with the second pin assemblies.

In accordance with a preferred embodiment of the present invention a third pin assembly 140 is disposed in a suitable single shoulder bore 142 in the plug 124 on a side of the keyway 126 opposite to that of the second pin assemblies 130 and is operative to urge a movable pin element 150 outwardly from the key combination surface 152 of the key 120 into operative engagement with one of the second pin assemblies 136. Alternatively, the movable pin element 150 may operate against an additional pin assembly which is not normally found in conventional cylinders.

In the illustrated embodiment, the movable pin element 150 may be identical to pin element 41 in the embodiment of FIG. 3A. The third pin assembly 140 preferably includes a pusher pin 154 having a rounded forward surface 156 and a broadened end portion 158, which is retained against disengagement from plug 124 by a retaining ring 160. A spring 162, which is stronger than the spring of pin assembly 132, urges pusher pin 154 forwardly into displacing engagement with portion 52 of pin element 150, thus urging pin element 41 into operative engagement with one of the second pin assemblies 136, as shown.

Key guide protrusions 164 are illustrated in FIGS. 5 and 6.

FIG. 4 illustrates pin 41 having a socket 48 formed at surface 46 thereof. FIGS. 7A and 7B illustrate other possible configurations of the forward surface 46 of pin 41, which enable various lock

combinations to be realized thereby. In FIG. 7A, the forward surface is flat, as indicated by reference numeral 170. In FIG. 7B, the forward surface is a combination recess and central protrusion. It is appreciated that any other suitable surface configuration may be provided.

Reference is now made to FIGS. 8A and 8B which illustrate an alternative embodiment of the key blank and key of FIGS. 2A and 2B wherein the movable pins 180 are located beyond the normal key cuts 182 and keyway engaging guides 184. In such a case, an additional plug pin and housing pin (not shown) must be provided for being operated by the movable pin.

It is a particular feature of the present invention that the configuration of the plug pin engagement surface of the movable pin may be selectably configured either as part of the manufacture of the key blank, or thereafter, when the key cuts are being made. In the latter case, the same machinery used for cutting the remaining key cuts can be employed for configuring the plug pin engagement surface of the movable pin element. This is made possible by impeding rotation of the movable pin, as is illustrated in FIGS. 9-13C.

Reference is now made to FIGS. 9-13C which illustrate the construction and mounting of a non-rotatable movable pin element in a key blank. As seen in FIGS. 9 and 10, a movable pin element 200 may be generally identical to pin element 41 of FIG. 3A with the additional provision of a radially extending protrusion 202 which seats in a corresponding recess 204 in a bore 206 formed in the key blank shaft 208. The movable plug may be retained, similarly to the embodiment of FIG. 3A, by a retaining ring 210 in press-fit engagement with a portion of bore 206.

According to an alternative embodiment of the present invention, as seen in FIGS. 11 and 12, a movable pin element 220 may be generally identical to pin element 41 of FIG. 3A with the additional provision of one or more radially extending recesses 222. The movable plug is retained against rotation by a retaining ring 230, which is formed with protrusions 224 which corresponding to and seat in recesses 222, which is held in non-rotatable press-fit engagement with a portion of a bore 232 in a key blank shaft 234.

FIGS. 13A, 13B and 13C illustrate three additional illustrative examples of non-rotating movable pin elements, indicated by reference numerals 240, 242 and 244 which may be retained in a corresponding suitably shaped bore 250, 252 and 254 in corresponding key blank shaft portions 260, 262 and 264. The pin elements of FIGS. 13A-13C are typically retained against disengagement by swaging of the respective bores.

It is to be appreciated that any suitable type of non-rotating movable pin elements may be employed. Their configuration and mounting is not limited by the examples provided herein.

Reference is now made to FIGS. 14A and 14B, which illustrate a key blank constructed and operative in accordance with an embodiment of the present invention and employing non-rotating movable pins 270 before and after grooving by using a conventional key cutting machine. It is seen that key cuts 272 are formed in the plug pin engaging surfaces of the movable pins 270.

Reference is now made to FIGS. 15A and 15B which illustrate a key of the type described above and also having formed therein a retractable cover sleeve 280 for providing protection of the key cuts and particularly the movable pin elements 282 against ingress of spurious materials or damage which could impede their proper operation.

In the embodiment of FIGS. 15A and 15B a compression spring 284 is operative to urge sleeve 280 forward away from a molded key head 286 and over shaft portion 288. The sleeve 280 is retracted into a recess 290 formed into the key head 286 when the key is inserted into a keyway by engagement with the front surface of the plug. It is to be appreciated that normally key blanks are to be manufactured with the sleeve 280 and spring 284 prior to cutting of the key and thus the key blanks made in this way are also within the scope of the present invention.

It will be appreciated by persons skilled in the art that the present invention is not limited by what has been particularly shown and described hereinabove. Rather the scope of the present invention is defined only by the claims which follow:

* * * * *

United States Patent **5,520,035**
Eizen , et al. **May 28, 1996**

Locking apparatus

Abstract

A key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being displaceable in a single direction, outwardly from the key combination surface.

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Appl. No.: **08/340,352**
Filed: **November 14, 1994**

Related U.S. Patent Documents

Application Number	Filing Date	Patent Number	Issue Date
9069	Jan., 1993		

Foreign Application Priority Data

Jan 08, 1993 [IL] 104349

Current U.S. Class: **70/358** ; 70/395; 70/398; 70/409
Current International Class: E05B 67/24 (20060101); E05B 67/00 (20060101); E05B 19/00 (20060101); E05B 27/00 (20060101); E05B 35/00 (20060101); E05B 019/08 (); E05B 027/06 ()
Field of Search: 70/398,359,409,411,414,358,394,395,399,401,406

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Parent Case Text

REFERENCE TO RELATED APPLICATIONS

This application is a continuation of U.S. patent application Ser. No. 08/009,069, filed Jan. 26, 1993, now abandoned.

Claims

We claim:

1. A lock and key combination, the key comprising:

generally elongate shaft portion extending along a shaft axis and defining first and second generally flat oppositely directed side surfaces, joined by edge surfaces narrower than said side surfaces, said first side surface defining a first key combination surface and having formed thereon elongate keyway guides extending at least partly alongside a first keyway guide axis, parallel to said shaft axis and a row of key cuts which define a key combination, arranged along said first keyway guide axis; and

at least one first movable pin element retained within the elongate shaft portion at a location along said first keyway guide axis, the at least one first movable pin element extending along a first movable pin axis, perpendicular to said keyway guide axis, from said first side surface to said second side surface and being displaceable axially along said first movable pin axis from said second side surface inwardly towards said first side surface, such that when said at least one first movable pin element is recessed with respect to said second side surface it protrudes outwardly from said first side surface along said row of key cuts, and wherein:

said second side surface also defines a second key combination surface having formed thereon elongate keyway guides extending at least partly alongside a second keyway guide axis, parallel to said shaft axis and to said first keyway guide axis and a row of key cuts which define a key combination, arranged along said second keyway guide axis, and wherein said key also includes:

at least one second movable pin element retained within the elongate shaft portion at a location along said second keyway guide axis, the at least one second movable pin element extending along a second movable pin axis, perpendicular to said second keyway guide axis and parallel to said first movable pin axis, from said first side surface to said second side surface and being displaceable axially along said second movable pin axis from said first side surface inwardly towards said second side surface, such that when said at least one second movable pin element is recessed with respect to said first side surface it protrudes outwardly from said second side surface and wherein said first and second movable pin elements are laterally offset one from the other,

the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of

chambers extends coaxially with a corresponding one of the second plurality of chambers, when the plug is in a first rotational orientation relative to the housing;

first pin assemblies being disposed in the first plurality of chambers and second pin assemblies disposed in the second plurality of chambers, said first pin assemblies each being displaceable along a first pin assembly axis and said second pin assemblies each being displaceable along a second pin assembly axis;

a third pin assembly being disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and facing one of the second pin assemblies and being operative to urge said at least one first movable pin element axially outwardly from the key into engagement with one of the second pin assemblies, said third pin assembly being displaceable over a third pin assembly displacement axis which is coaxial with one of said second pin assembly axes.

2. A lock and key combination according to claim 1 and wherein said third pin assembly comprises a spring loaded pin.

3. A lock and key combination according to claim 1 and wherein said at least one first movable pin element is retained within the elongate shaft portion at a location along said first keyway axis so that it cannot protrude from said second side surface.

4. A key blank comprising:

a generally elongate shaft portion extending along a shaft axis and defining first and second generally flat oppositely directed side surfaces, joined by edge surfaces narrower than said side surfaces, said first side surface defining a first key combination surface and having formed thereon elongate keyway guides extending at least partly alongside a first keyway guide axis, parallel to said shaft axis; and

at least one first movable pin element retained within the elongate shaft portion at a location along said first keyway guide axis, the at least one first movable pin element extending along a first movable pin axis, perpendicular to said first keyway guide axis, from said first side surface to said second side surface and being displaceable axially along said first movable pin axis from said second side surface inwardly towards said first side surface, such that when said at least one first movable pin element is recessed with respect to said second side surface it protrudes outwardly from said first side surface, and wherein:

said second side surface also defines a second key combination surface and having formed thereon elongate keyway guides extending at least partly alongside a second keyway guide axis, parallel to said shaft axis and to said first keyway guide axis, and said key blank includes:

at least one second movable pin element retained within the elongate shaft portion at a location along said second keyway guide axis, the at least one second movable pin element extending along a second movable pin axis perpendicular to said second keyway guide axis and parallel to said first movable pin axis, from said first side surface to said second side surface and being displaceable axially along said second movable pin axis from said first side surface inwardly towards said second side surface, such that when said at least one second movable pin element is recessed with respect to said first side surface it protrudes outwardly from said second side surface, and wherein said at least first and second movable pin elements are laterally offset one from the other.

5. A key blank according to claim 4 and wherein said at least one first movable pin element is retained within the elongate shaft portion at a location along said first keyway axis so that it cannot protrude from said second side surface.

6. A key comprising:

a generally elongate shaft portion extending along a shaft axis and defining first and second generally flat oppositely directed side surfaces, joined by edge surfaces narrower than said side surfaces, said first side surface defining a first key combination surface and having formed thereon elongate keyway guides extending at least partly alongside a first keyway guide axis, parallel to said shaft axis and a row of key cuts which define a key combination, arranged along said first keyway guide axis; and

at least one first movable pin element retained within the elongate shaft portion at a location along said first keyway guide axis, the at least one first movable pin element extending along a first movable pin axis, perpendicular to said keyway guide axis, from said first side surface to said second side surface and being displaceable axially along said first movable pin axis from said second side surface inwardly towards said first side surface, such that when said at least one first movable pin element is recessed with respect to said second side surface it protrudes outwardly from said first side surface along said row of key cuts, and wherein:

said second side surface also defines a second key combination surface having formed thereon elongate keyway guides extending at least partly alongside a second keyway guide axis, parallel to said shaft axis and to said first keyway guide axis and a row of key cuts which define a key combination, arranged along said second keyway guide axis, and wherein said key also includes:

at least one second movable pin element retained within the elongate shaft portion at a location along said second keyway guide axis the at least one second movable pin element extending along a second movable pin axis, perpendicular to said second keyway guide axis and parallel to said first movable pin axis, from said first side surface to said second side surface and being displaceable axially along said second movable pin axis from said first side surface inwardly towards said second side surface, such that when said at least one second movable pin element is recessed with respect to said first side surface it protrudes outwardly from said second side surface and wherein said first and second movable pin elements are laterally offset one from the other.

7. A key according to claim 6 and wherein said at least one first movable pin element is selectably configured to define part of a key combination.

8. A key according to claim 6 and wherein said at least one first movable pin element is retained within the elongate shaft portion at a location along said first keyway axis so that it cannot protrude from said second side surface.

9. A key according to claim 6 and wherein said at least one second movable pin element is selectably configured to define part of a key combination.

Description

FIELD OF THE INVENTION

The present invention relates to locking apparatus generally and more particularly to key blanks, keys, and locks actuated thereby.

BACKGROUND OF THE INVENTION

A great variety of key blanks and associated locks are known. In the prior art, key blanks include a generally elongate unitary key cut-bearing portion with which is associated a key head.

There is known and described in U.S. Pat. No. 4,377,082 a key blank available from Dom of Germany including a floating ball which is located at the center of the key cut-bearing portion and engages additional blocking pins off-axis with respect to the conventional pin tumblers.

There is also known and described in French patent applications 82.01.905 and 84.03.944 and EPO published application 84.400.694.0 a key blank available from Vachette of France including a transverse sliding pin, which engages a cam in a corresponding lock.

SUMMARY OF THE INVENTION

The present invention seeks to provide an improved key blank, key and lock.

There is thus provided in accordance with a preferred embodiment of the present invention a key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being displaceable in a single direction, outwardly from the key combination surface.

There is also provided in accordance with a preferred embodiment of the present invention a key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon at a subsequent time, a plurality of key cuts arranged in a row, which key cuts define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element arranged to lie along the row of key cuts.

There is additionally provided in accordance with a preferred embodiment of the present invention a key blank including a generally elongate shaft portion defining a key combination surface adapted to have formed thereon key cuts which define a key combination, the key blank including a movable pin element retained within the elongate shaft portion, the movable pin element being selectably configurable to provide multiple combinations.

In accordance with one embodiment of the present invention, the movable pin element is configurable prior to its insertion in the key blank.

In accordance with another preferred embodiment of the present invention, the movable pin element may be configurable following its insertion in the key blank. Preferably the configuration of the movable pin element can be carried out using the same key cutting apparatus used for cutting the remaining key cuts on the key blank.

Further in accordance with a preferred embodiment of the present invention, the key blank also comprises a retractable cover member for covering part of the shaft including the movable pin

element, when it is not inserted in a lock keyway.

Preferably, the key blank is a reversible key blank arranged to have formed thereon a pair of opposite key combination surfaces and includes a pair of movable pin elements, each associated with one of the key combination surfaces.

In accordance with a preferred embodiment of the invention the pair of movable pin elements may have different configurations. In such a case, depending on the orientation of the key it is operative to operate two different and mutually exclusive master key systems.

There is additionally provided in accordance with a preferred embodiment of the present invention a key including a generally elongate shaft portion defining a key combination surface having formed thereon key cuts which define a key combination, the key including a movable pin element retained within the elongate shaft portion, the movable pin element being displaceable in a single direction, outwardly from the key combination surface.

There is also provided in accordance with a preferred embodiment of the present invention a key including a generally elongate shaft portion defining a key combination surface having formed thereon a plurality of key cuts arranged in a row, which key cuts define a key combination, the key blank including a movable pin element retained within the elongate shaft portion and arranged to lie along the row of key cuts.

There is additionally provided in accordance with a preferred embodiment of the present invention a key including a generally elongate shaft portion defining a key combination surface having formed thereon key cuts which define a key combination, the key including a movable pin element retained within the elongate shaft portion, the movable pin element being configured in one of a plurality of possible combinations in order to provide multiple combinations.

Further in accordance with a preferred embodiment of the present invention, the key also comprises a retractable cover member for covering part of the shaft including the movable pin element, when it is not inserted in a lock keyway.

Preferably, the key is a reversible key having formed thereon a pair of opposite key combination surfaces and includes a pair of movable pin elements, each associated with one of the key combination surfaces.

Additionally in accordance with a preferred embodiment of the present invention there is provided a lock cylinder configured to be operated by a key including a generally elongate shaft portion defining a key combination surface having formed thereon key cuts which define a key combination, a movable pin element retained within the elongate shaft portion and being displaceable in a single direction, outwardly from the key combination surface, the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of chambers extends coaxially with a corresponding one of the second plurality of chambers, when the

plug is in a first rotational orientation relative to the housing;

first pin assemblies being disposed in the first plurality of chambers and second pin assemblies disposed in the second plurality of chambers; a third pin assembly being disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and being operative to urge said movable pin element outwardly into engagement with one of the second pin assemblies.

Further in accordance with a preferred embodiment of the present invention there is provided a lock cylinder configured to be operated by a key including a generally elongate shaft portion defining a key combination surface having formed thereon a row of key cuts which define a key combination, a movable pin element retained within the elongate shaft portion and being arranged to lie along the row of key cuts, the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of chambers extends coaxially with a corresponding one of the second plurality of chambers, when the plug is in a first rotational orientation relative to the housing;

first pin assemblies being disposed in the first plurality of chambers and second pin assemblies disposed in the second plurality of chambers; a third pin assembly being disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and being operative to urge said movable pin element outwardly into engagement with one of the second pin assemblies.

Further in accordance with a preferred embodiment of the present invention there is provided a lock cylinder configured to be operated by a key including a generally elongate shaft portion defining a key combination surface having formed thereon a row of key cuts which define a key combination, a movable pin element retained within the elongate shaft portion and being configured in one of a plurality of possible combinations in order to provide multiple combinations, the lock comprising:

a housing;

a plug disposed in the housing, arranged for rotation relative thereto and defining a keyway;

a first plurality of chambers formed in the housing and a second plurality of chambers formed in the plug on one side of the keyway and being arranged such that each one of the first plurality of chambers extends coaxially with a corresponding one of the second plurality of chambers, when the plug is in a first rotational orientation relative to the housing;

first pin assemblies being disposed in the first plurality of chambers and second pin assemblies disposed in the second plurality of chambers; a third pin assembly being disposed in the plug on a side of the keyway opposite to that of the second pin assemblies and being operative to urge said movable pin element outwardly into engagement with one of the second pin assemblies.

The lock cylinder may be employed in any suitable kind of lock, such as a door lock, a padlock and gear-shift lock.

In accordance with a preferred embodiment of the present invention, the movable pin element is formed with a recess on its surface facing in the same direction as the key combination surface.

Additionally in accordance with a preferred embodiment of the present invention, the movable pin element may operate with telescopic plug pins.

BRIEF DESCRIPTION OF THE DRAWINGS

The present invention will be understood and appreciated more fully from the following detailed description, taken in conjunction with the drawings in which:

FIGS. 1A and 1B are pictorial illustrations showing two types of locks and keys constructed and operative in accordance with a preferred embodiment of the present invention;

FIGS. 2A and 2B are pictorial illustrations of a key blank and a key constructed and operative in accordance with a preferred embodiment of the present invention;

FIGS. 3A, 3B, 3C and 3D are sectional illustrations taken along lines III--III of FIG. 2B, and illustrating four different examples of the construction and mounting of movable pin elements in a key;

FIG. 4 is a sectional illustration of a lock cylinder having a key inserted therein, constructed and operative in accordance with a preferred embodiment of the present invention;

FIG. 5 is a partially cut-way pictorial illustration of part of the plug of the lock of FIG. 4, taken along lines V--V of FIG. 4;

FIG. 6 is a planar illustration of the keyway of the plug of FIG. 5, taken along the line VI in FIG. 5;

FIGS. 7A and 7B are partially cut away sectional illustrations of the operation of two differently configured movable pins in engagement with telescoping plug pins in accordance with a preferred embodiment of the present invention;

FIGS. 8A and 8B are pictorial illustrations of a key blank and a key constructed and operative in accordance with a preferred embodiment of the present invention;

FIG. 9 is an illustration of a disassembled nonrotatable movable pin assembly, constructed and operative in accordance with a preferred embodiment of the present invention, and particularly useful for pin configuration with conventional key cutting devices;

FIG. 10 is a sectional illustration of the assembly of FIG. 9 taken along the lines X--X in FIG. 9;

FIG. 11 is an illustration of a disassembled nonrotatable movable pin assembly, constructed and operative in accordance with another preferred embodiment of the present invention, and particularly useful for pin configuration with key cutting apparatus;

FIG. 12 is a sectional illustration of the assembly of FIG. 11 taken along the lines XII--XII in FIG. 11;

FIGS. 13A, 13B and 13C are illustrations of three different non-rotatable pin configurations useful in accordance with a preferred embodiment of the present invention;

FIGS. 14A and 14B are illustrations of a key blank and key respectively, having non-rotatable movable pins; and

FIGS. 15A and 15B are illustrations of a key having a retractable sleeve in accordance with a preferred embodiment of the invention in respective extended and retracted orientations.

DETAILED DESCRIPTION OF A PREFERRED EMBODIMENT

Reference is now made to FIGS. 1A and 1B which illustrate a key and cylinder lock constructed and operative in accordance with a preferred embodiment of the present invention. FIG. 1A illustrates a door lock 10 employing a cylinder 12 and key 14 according to the present invention and FIG. 1B illustrates a padlock 16 employing a cylinder 18 and key 20 according to the present invention.

Broadly speaking, the key and the key blank used to produce the key are characterized in that they include at least one and preferably two movable pin elements having at least one of the following characteristics:

The pin element is arranged for movement in only a single direction perpendicular to the plane of the key and the lock keyway.

The pin element is non-rotatable with respect to the remainder of the key.

The pin element is selectably configurable so as to define a plurality of different permutations.

The pin element includes a recess.

The pin element is arranged to lie along a row of key cuts conventionally formed in the key and thus operates a conventional plug pin of the lock.

A pair of pin elements having different configurations are associated with opposite key combination surfaces, thus providing a double function key and key blank.

These and other features of the key blank, key and lock of the present invention will be described hereinbelow with reference to the remainder of the drawings in order to provide a comprehensive picture of the novel features of the invention which is applicable to any suitable cylinder lock context.

Reference is now made to FIGS. 2A and 2B which illustrate a key blank 22 and key 24 constructed and operative in accordance with a preferred embodiment of the present invention. The common features of the key blank 22 and the key 24 will now be described using identical reference indications.

Both the key blank 22 and the key 24 comprise a generally elongate shaft portion 26, preferably, but not necessarily including first and second opposite planar surfaces 28 and 30, at least one of which constitutes a key combination surface 30 which is arranged to have formed thereon a plurality of key cuts 32, which define a lock combination in a conventional manner. When the key blank 22 and the key 24 define reversible keys, both of planar surfaces 28 and 30 constitute key combination surfaces.

Preferably, each key combination surface 30 also defines elongate keyway guides 34, which fit in configuration to protrusions defined in the interior of the keyway in the corresponding lock, which will described hereinbelow. Some or all of key cuts 32 may be formed over guides 34. Between guides 34 there is defined a keyway guide axis.

In accordance with a preferred embodiment of the present invention a movable pin element 40 is retained in shaft portion 26 for motion, preferably in a single direction only, perpendicular to, i.e. in and out of the key combination surface 30. In reversible key blanks, as shown in FIGS. 2A and 2B, a pair of oppositely directed movable pin elements 40 are retained in shaft portion 26, each for operative association with a key combination surface.

In accordance with a preferred embodiment of the invention the pair of oppositely-directed movable pin elements may have different configurations. In such a case, depending on the orientation of the key it is operative to operate two different and mutually exclusive master key systems, each of which is operated by a different pin element configuration.

Reference is now made to FIGS. 3A-3D which are taken along the lines III--III in FIG. 2B and illustrate four different examples of movable pin mountings and configurations.

In the embodiment of FIG. 3A, the shaft 26 is formed with a two step bore 42 for each pin element 41 and the pin element 41 is preferably integrally formed with a plug pin engaging portion 44 having a facing end 46 which can be selectably configured to provide various combinations, preferably a socket 48 of a desired depth; a broadened intermediate portion 50 and a narrowed pusher pin engagement portion 52. A retaining ring 54 preferably retains the pin element 40 against disengagement from the shaft portion 26 in one direction and engagement of intermediate portion 50 with a shoulder 56 retains the pin element 41 against disengagement from shaft portion 26 in the other direction.

In the embodiment of FIG. 3B the same pin element 41 as in the embodiment of FIG. 3A may be employed. Here, however, a single shoulder bore 60 is provided above a peripheral recess 62, which accommodates a narrow peripheral protrusion 64 of a sealing ring 66.

In the embodiment of FIG. 3C, a different type of pin element 70 is shown and is preferably integrally formed with a plug pin engaging portion 74 having a facing end 76 which can be selectably configured to provide various combinations, preferably a socket 78 of a desired depth and a broadened portion 80 defining a pusher pin engagement surface 82. A retaining ring 84 is partially seated in a peripheral key cut 86 formed in portion 74 adjacent end 76 and preferably retains the pin element 70 against disengagement from the shaft portion 87 in one direction and engagement of a shoulder between portions 74 and 80 of pin element 70 with a corresponding shoulder 88 in a bore retains the pin element 70 against disengagement from shaft portion 87 in the other direction. Bore 90 also defines a broadened portion which accommodates retaining ring 84.

In the embodiment of FIG. 3D, yet another type of pin element 100 is shown and is preferably integrally formed with a plug pin engaging portion 101 having a facing end 102 which can be selectably configured to provide various combinations, preferably a socket 104 of a desired depth, and a broadened portion 106 defining a pusher pin engagement surface 108. No retaining ring is required inasmuch as the top of a bore 110 is swaged as indicated at reference numeral 112 to retain the pin element 100 against disengagement from the shaft portion 114 in one direction. Engagement of a shoulder between portions 101 and 106 of pin element 100 with a corresponding shoulder 116 in bore

110 retains the pin element 100 against disengagement from shaft portion 114 in the other direction.

Reference is now made to FIGS. 4, 5 and 6, which illustrate a lock cylinder in operative engagement with a key constructed in accordance with a preferred embodiment of the present invention. It is to be appreciated that although the key illustrated at reference numeral 120 in FIG. 4 is the embodiment shown in FIG. 3A, any suitable embodiment of key may be employed.

The lock cylinder of FIGS. 4, 5 and 6 comprises a housing 122 and a plug 124 which is arranged for rotation relative thereto and defining a keyway 126.

A first plurality of chambers 128 are formed in the housing 122 and a second plurality of chambers 130 are formed in the plug on one side of the keyway and are arranged such that each one of the first plurality of chambers 128 extends coaxially with a corresponding one of the second plurality of chambers 130, when the plug is in a first rotational orientation relative to the housing, as shown in FIG. 4.

A plurality of first pin assemblies 132, which are preferably telescopic pin assemblies having a plurality of concentric pin portions as shown including a spring, are preferably disposed in the first plurality of chambers 128 and are retained therein by plugs 134. A plurality of second pin assemblies 136, which are preferably telescopic pin assemblies having a plurality of concentric pin portions as shown, are disposed in the second plurality of chambers 130. A shear line 138 is defined between the facing surfaces of the respective pluralities of first and second pin assemblies 132 and 136, when the proper key is located in its proper location in the keyway 126 in engagement with the second pin assemblies.

In accordance with a preferred embodiment of the present invention a third pin assembly 140 is disposed in a suitable single shoulder bore 142 in the plug 124 on a side of the keyway 126 opposite to that of the second pin assemblies 130 and is operative to urge a movable pin element 150 outwardly from the key combination surface 152 of the key 120 into operative engagement with one of the second pin assemblies 136. Alternatively, the movable pin element 150 may operate against an additional pin assembly which is not normally found in conventional cylinders.

In the illustrated embodiment, the movable pin element 150 may be identical to pin element 41 in the embodiment of FIG. 3A. The third pin assembly 140 preferably includes a pusher pin 154 having a rounded forward surface 156 and a broadened end portion 158, which is retained against disengagement from plug 124 by a retaining ring 160. A spring 162, which is stronger than the spring of pin assembly 132, urges pusher pin 154 forwardly into displacing engagement with portion 52 of pin element 150, thus urging pin element 41 into operative engagement with one of the second pin assemblies 136, as shown.

Key guide protrusions 164 are illustrated in FIGS. 5 and 6.

FIG. 4 illustrates pin 41 having a socket 48 formed at surface 46 thereof. FIGS. 7A and 7B illustrate other possible configurations of the forward surface 46 of pin 41, which enable various lock combinations to be realized thereby. In FIG. 7A, the forward surface is flat, as indicated by reference numeral 170. In FIG. 7B, the forward surface is a combination recess and central protrusion. It is appreciated that any other suitable surface configuration may be provided.

Reference is now made to FIGS. 8A and 8B which illustrate an alternative embodiment of the key

blank and key of FIG. 2A and 2B wherein the movable pins 180 are located beyond the normal key cuts 182 and keyway engaging guides 184. In such a case, an additional plug pin and housing pin (not shown) must be provided for being operated by the movable pin.

It is a particular feature of the present invention that the configuration of the plug pin engagement surface of the movable pin may be selectably configured either as part of the manufacture of the key blank, or thereafter, when the key cuts are being made. In the latter case, the same machinery used for cutting the remaining key cuts can be employed for configuring the plug pin engagement surface of the movable pin element. This is made possible by impeding rotation of the movable pin, as is illustrated in FIGS. 9-13C.

Reference is now made to FIGS. 9-13C which illustrate the construction and mounting of a non-rotatable movable pin element in a key blank. As seen in FIGS. 9 and 10, a movable pin element 200 may be generally identical to pin element 41 of FIG. 3A with the additional provision of a radially extending protrusion 202 which seats in a corresponding recess 204 in a bore 206 formed in the key blank shaft 208. The movable plug may be retained, similarly to the embodiment of FIG. 3A, by a retaining ring 210 in press-fit engagement with a portion of bore 206.

According to an alternative embodiment of the present invention, as seen in FIGS. 11 and 12, a movable pin element 220 may be generally identical to pin element 41 of FIG. 3A with the additional provision of one or more radially extending recesses 222. The movable plug is retained against rotation by a retaining ring 230, which is formed with protrusions 224 which corresponding to and seat in recesses 222, which is held in nonrotatable press-fit engagement with a portion of a bore 232 in a key blank shaft 234.

FIGS. 13A, 13B and 13C illustrate three additional illustrative examples of non-rotating movable pin elements, indicated by reference numerals 240, 242 and 244 which may be retained in a corresponding suitably shaped bore 250, 252 and 254 in corresponding key blank shaft portions 260, 262 and 264. The pin elements of FIGS. 13A-13C are typically retained against disengagement by swaging of the respective bores.

It is to be appreciated that any suitable type of nonrotating movable pin elements may be employed. Their configuration and mounting is not limited by the examples provided herein.

Reference is now made to FIGS. 14A and 14B, which illustrate a key blank constructed and operative in accordance with an embodiment of the present invention and employing nonrotating movable pins 270 before and after grooving by using a conventional key cutting machine. It is seen that key cuts 272 are formed in the plug pin engaging surfaces of the movable pins 270.

Reference is now made to FIGS. 15A and 15B which illustrate a key of the type described above and also having formed therein a retractable cover sleeve 280 for providing protection of the key cuts and particularly the movable pin elements 282 against ingress of spurious materials or damage which could impede their proper operation.

In the embodiment of FIGS. 15A and 15B a compression spring 284 is operative to urge sleeve 280 forward away from a molded key head 286 and over shaft portion 288. The sleeve 280 is retracted into a recess 290 formed into the key head 286 when the key is inserted into a keyway by engagement with the front surface of the plug. It is to be appreciated that normally key blanks are to be manufactured with the sleeve 280 and spring 284 prior to cutting of the key and thus the key blanks

made in this way are also within the scope of the present invention.

It will be appreciated by persons skilled in the art that the present invention is not limited by what has been particularly shown and described hereinabove. Rather the scope of the present invention is defined only by the claims which follow:

* * * * *

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US00D422883S

United States Patent [19]

Markbreit

[11] **Patent Number: Des. 422,883**

[45] **Date of Patent: ** Apr. 18, 2000**

[54] **KEY BOW**

[75] Inventor: Doni Markbreit, Azur, Israel

[73] Assignee: Mul-T-Lock Technologies Ltd, Yaune, Israel

[**] Term: 14 Years

[21] Appl. No.: 29/095,668

[22] Filed: Oct. 28, 1998

[51] LOC (6) Cl. 08-07

[52] U.S. Cl. D8/347

[58] Field of Search D8/347, 348; 70/336, 70/408, 460, 402, 405, 393, 416

[56] References Cited

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D. 357,622	4/1995	Boutin	D8/347
D. 370,169	5/1996	Widen	D8/347

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Item #S1127FD, p. 40, ILCO Unican Key Blanks Catalog, 1984.

Primary Examiner—Susan J. Lucas
Assistant Examiner—Jennifer Rivard
Attorney, Agent, or Firm—Bruce E. Lilling

[57] **CLAIM**

The ornamental design for a key bow, as shown and described.

DESCRIPTION

FIG. 1 is a left view of my new and novel design;
FIG. 2 is a front view of my new and novel design;
FIG. 3 is a right view of my new and novel design;
FIG. 4 is a top view of my new and novel design;
FIG. 5 is a back view of my new and novel design;
FIG. 6 is a bottom view of my new and novel design; and,
FIG. 7 is an isometric view of my new and novel design.
The broken lines are shown for illustrative purposes only and form no part of the claim design.

1 Claim, 1 Drawing Sheet

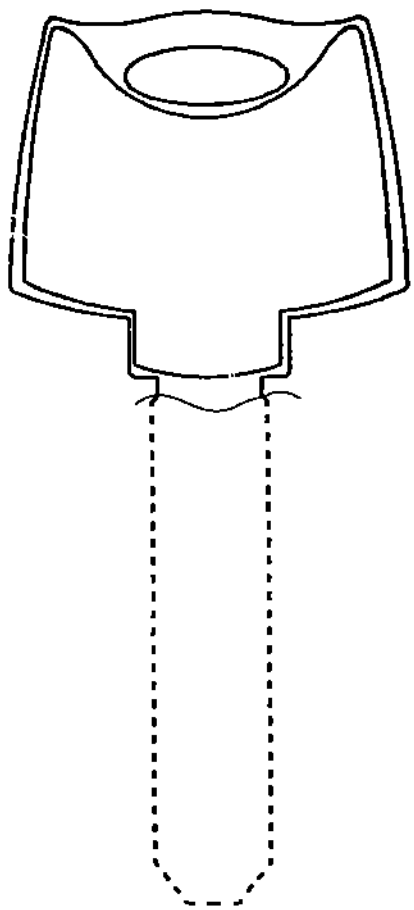

FIG. 1

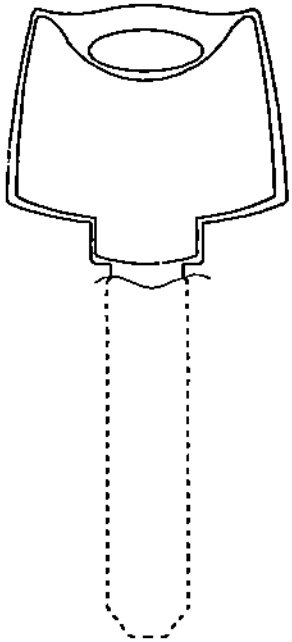

FIG. 2

FIG. 3

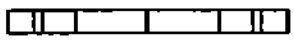

FIG. 4

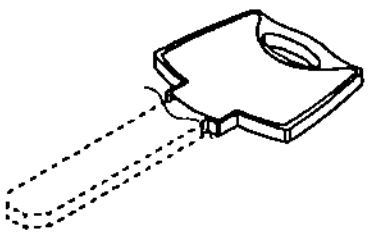

FIG. 7

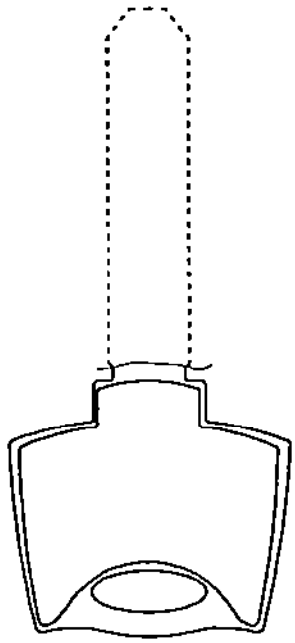

FIG. 5

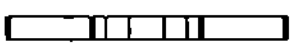

FIG. 6

US00D353534S

United States Patent [19]

Eizen

[11] Patent Number: Des. 353,534

[45] Date of Patent: ** Dec. 20, 1994

[54] KEY BLANK

[75] Inventor: Noach Eizen, Rishon Lezion, Israel

[73] Assignee: Mul-T-Lock Ltd., Yavne, Israel

[*] Notice: The portion of the term of this patent subsequent to May 4, 2007 has been disclaimed.

[**] Term: 14 Years

[21] Appl. No.: 826,159

[22] Filed: Jan. 22, 1992

[52] U.S. Cl. D8/347

[58] Field of Search D8/347-348; 70/353, 402, 405-407, 437

[56] References Cited

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D. 330,845	10/1992	Best et al.	D8/347
D. 335,253	5/1993	Eizen	D8/347
D. 278,880	5/1985	Widén	D8/347
2,803,959	8/1957	Schlage	70/437 X
4,787,225	11/1988	Hanser	70/407 X

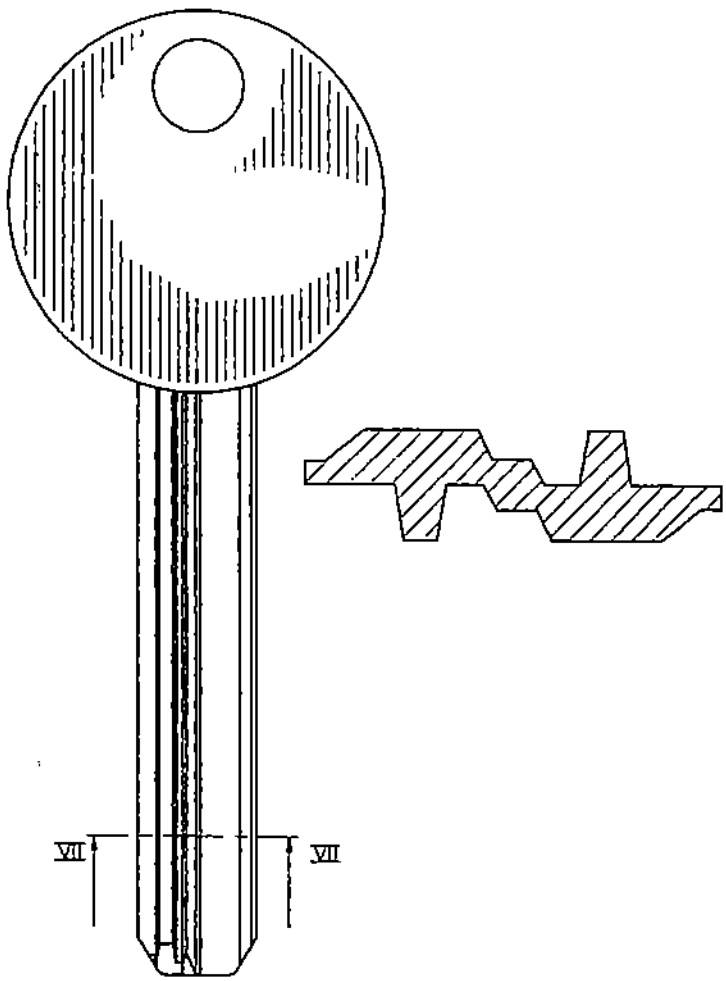
Primary Examiner—Brian N. Vinson
Attorney, Agent, or Firm—Abelman, Frayne & Schwab

[57] CLAIM

The ornamental design for a key blank, as shown and described.

DESCRIPTION

FIG. 1 is a front view of the key blank of my design;
FIG. 2 is a rear view thereof;
FIG. 3 is a left-side view thereof;
FIG. 4 is a right-side view thereof;
FIG. 5 is a plan view thereof;
FIG. 6 is an underside plan view thereof; and,
FIG. 7 is a transverse cross-section thereof taken on the line VII—VII in FIG. 1.



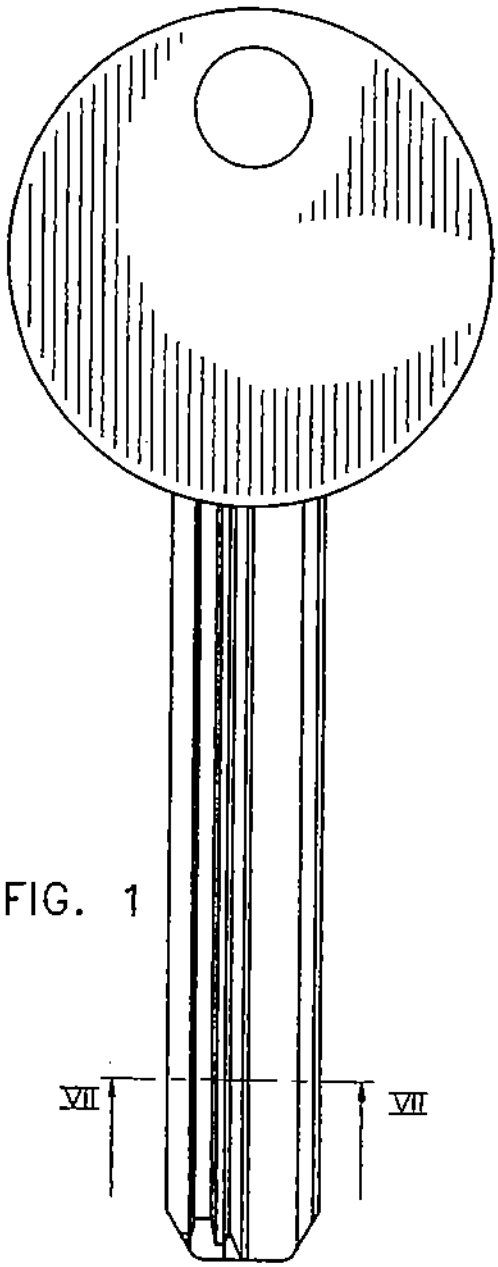


FIG. 1

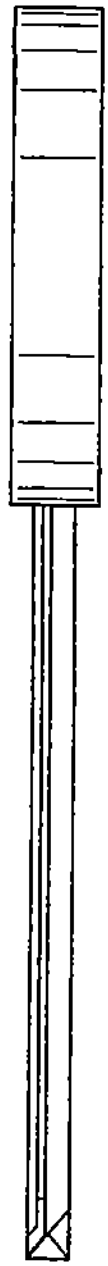


FIG. 3

FIG. 5

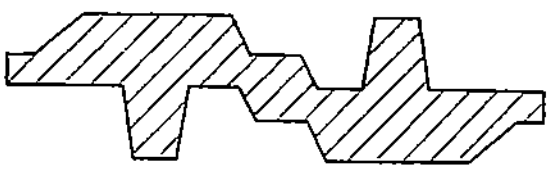


FIG. 7

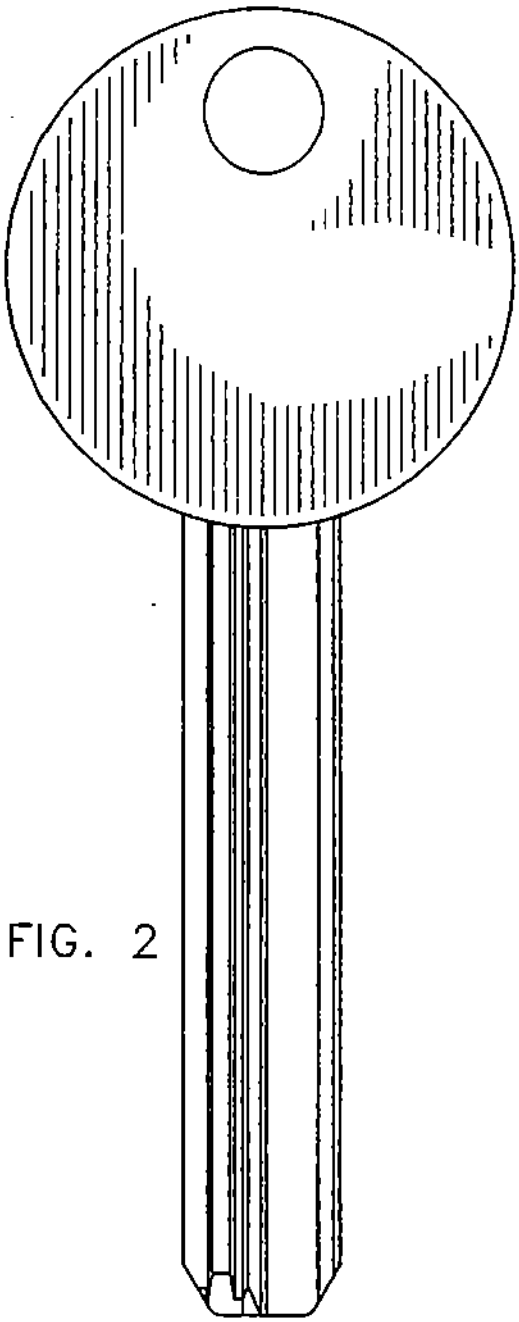


FIG. 2

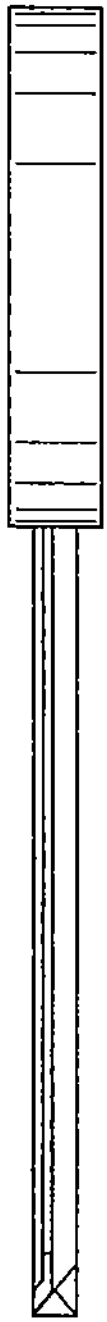


FIG. 4

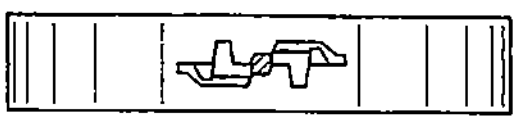


FIG. 6

US00D353760S

United States Patent [19]

Eizen

[11] Patent Number: Des. 353,760

[45] Date of Patent: ** Dec. 27, 1994

[54] KEY BLANK

[75] Inventor: Noach Eizen, Rishon Lezion, Israel

[73] Assignee: Mul-T-Lock Ltd., Yavne, Israel

[**] Term: 14 Years

[21] Appl. No.: 13,000

[22] Filed: Sep. 14, 1993

Related U.S. Application Data

[62] Division of Ser. No. 643,668, Jan. 18, 1991, Pat. No. 342,887.

[30] Foreign Application Priority Data

Jul. 23, 1990 [IL] Israel 16728
Nov. 13, 1990 [IL] Israel 17108

[52] U.S. Cl. D8/347

[58] Field of Search ..... D8/347, 348; 70/336, 70/344, 393, 395, 402, 405, 408, 456 R

[56] References Cited

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Ilco Unican Catalogue No. 60R (1984) p. 116, Chrysler Sec Key.
Ilco Unican Catalogue No. 60R (1984) p. 88, Key F25.

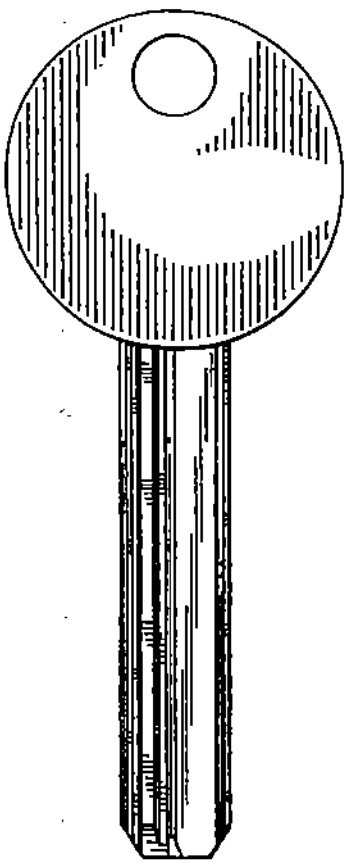
Primary Examiner—Brian N. Vinson
Attorney, Agent, or Firm—Ladas & Parry

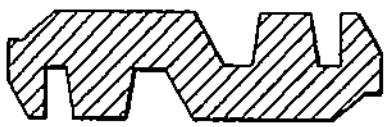
[57] CLAIM

The ornamental design for a key blank, as shown.

DESCRIPTION

FIG. 1 is a front elevational view of a key blank showing my new design;
FIG. 2 is an enlarged horizontal cross-sectional view thereof, taken midway along the length of the key blade;
FIG. 3 is a right side elevational view thereof;
FIG. 4 is a top plan view thereof;
FIG. 5 is a rear elevational view thereof;
FIG. 6 is a left side elevational view thereof; and,
FIG. 7 is a bottom plan view thereof.





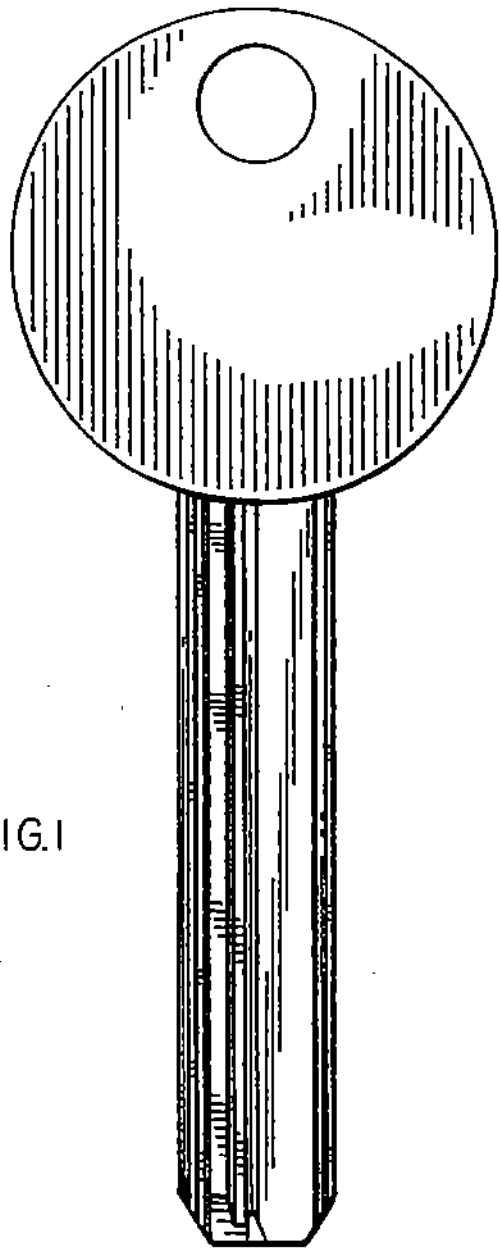


FIG.1

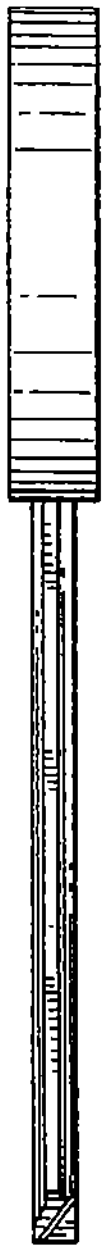
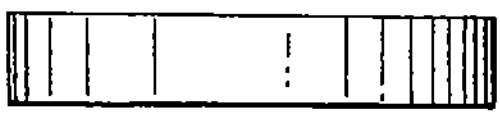


FIG.3

FIG.4



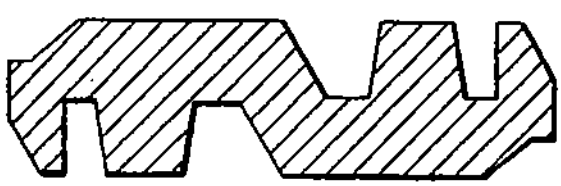


FIG.2

FIG.7

FIG.6

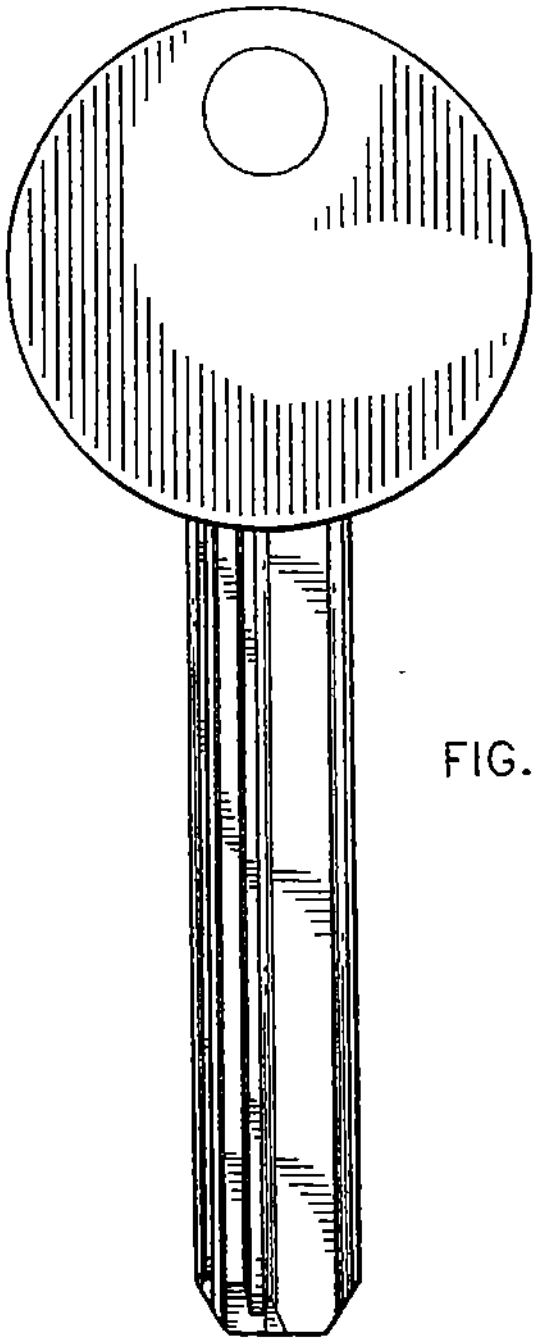


FIG.5

US00D353320S

United States Patent [19]

Eizen

[11] Patent Number: Des. 353,320

[45] Date of Patent: ** Dec. 13, 1994

[54] KEY BLANK

[75] Inventor: Noach Eizen, Rishon Lezion, Israel

[73] Assignee: Mul-T-Lock Ltd., Yavne, Israel

[**] Term: 14 Years

[21] Appl. No.: 13,001

[22] Filed: Sep. 14, 1993

Related U.S. Application Data

[62] Division of Ser. No. 643,668, Jan. 18, 1991, Pat. No. Des. 342,887.

[30] Foreign Application Priority Data

Jul. 23, 1990 [IL] Israel 16728
Nov. 13, 1990 [IL] Israel 17108

[52] U.S. Cl. D8/347

[58] Field of Search ..... D8/347-348; 70/336, 344, 393, 395, 402, 405, 408, 456 R

[56] References Cited

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D. 278,880	5/1985	Widen	D8/347
D. 333,973	3/1993	Eizen	D8/347
3,349,589	10/1967	Fricke	70/395
3,780,393	12/1973	Gaetke	D8/347 X
4,922,229	5/1990	Guenst	D8/347 X

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Ilco Unican Catalogue No. 60R (1984) p. S6, Lowe & Fletcher LF3 Key.
Ilco Unican Catalogue No. 60R (1984) p. 116, Chrysler Sec Key.
Ilco Unican Catalogue No. 60R (1984) p. 84, Key PJE.
Photocopy of key blank 73VB for Volkswagon made between 1975 and 1984.

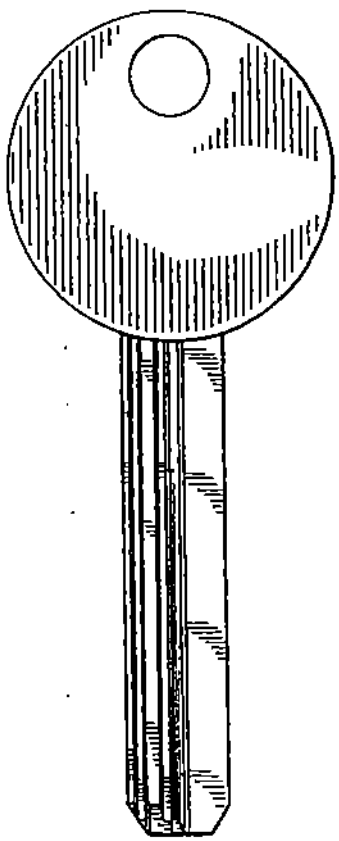
Primary Examiner—Brian N. Vinson
Attorney, Agent, or Firm—Ladas & Parry

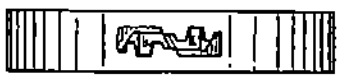
[57] CLAIM

The ornamental design for a key blank, as shown.

DESCRIPTION

FIG. 1 is a front elevational view of a key blank showing my new design;
FIG. 2 is an enlarged horizontal cross-sectional view thereof, taken midway along the length of the key blade;
FIG. 3 is a right side elevational view thereof;
FIG. 4 is a top plan view thereof;
FIG. 5 is a rear elevational view thereof;
FIG. 6 is a left side elevational view thereof; and,
FIG. 7 is a bottom plan view thereof.





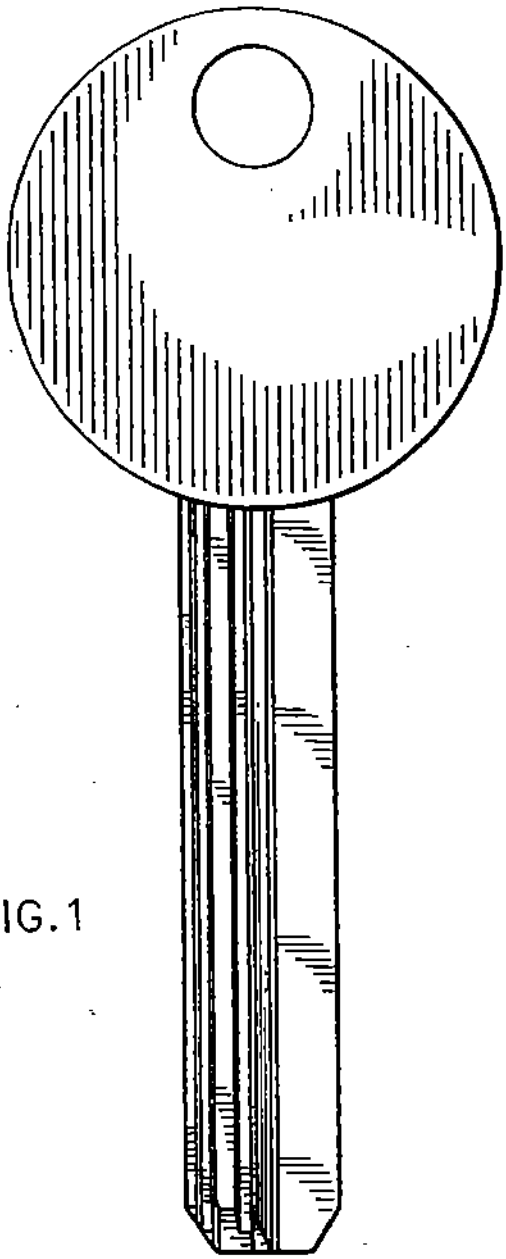


FIG. 1

FIG. 3

FIG. 4

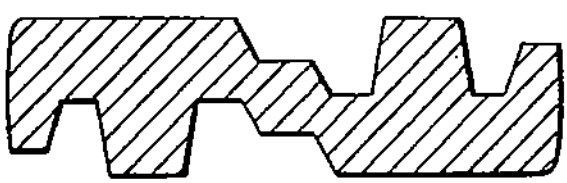


FIG. 2

FIG.7

FIG.6

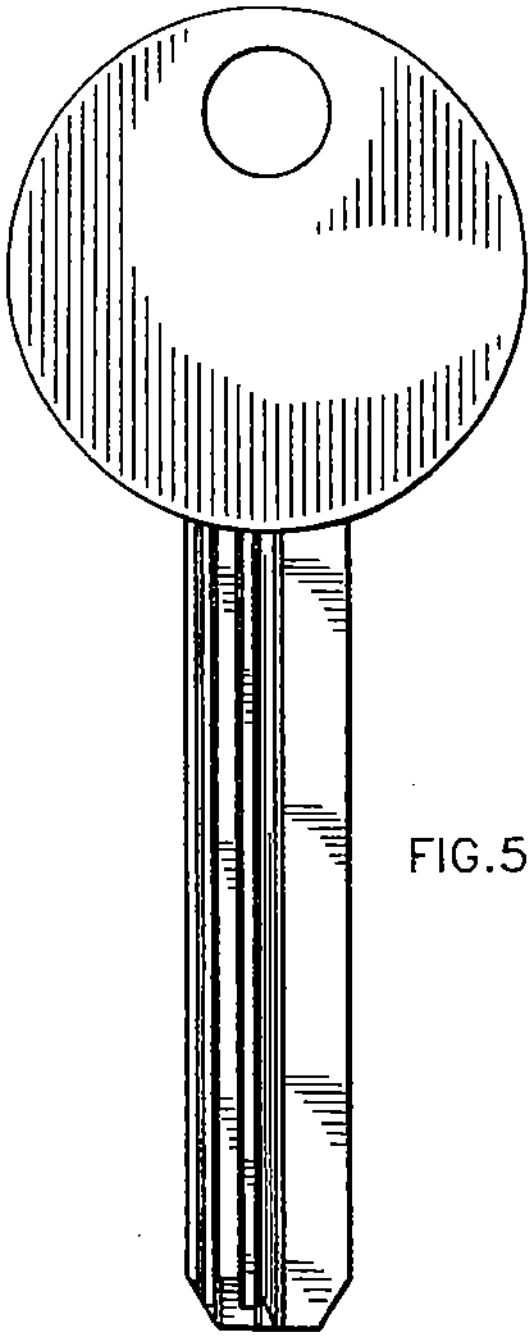


FIG.5

EXHIBIT C

Authorized Dealer No. 100472

MUL-T-LOCK LOCKSMITH AGREEMENT

AGREEMENT entered into by and between Mul-T-Lock USA, Inc., having a business address at 300-1 Route 17 South, Suite A, Lodi, New Jersey 07644 ("Mul-T-Lock") and ALEXANDRIA HARDWARE ("Locksmith"), having a business address at _____ (the "premises").

WHEREAS, Mul-T-Lock distributes and sells certain off-the-shelf products using interactive keys and blanks which are protected by patents (hereinafter "Interactive™ Products"); and

WHEREAS, Locksmith to date has not sold any Interactive™ Products;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Appointment

Mul-T-Lock hereby appoints Locksmith as an authorized retail dealer for the sale, supply and service of off-the-shelf Mul-T-Lock products, including Interactive™ Products, for key types, and key blank types ("Key Blanks") to be supplied to Locksmith by Mul-T-Lock from time to time, which are compatible with the 006, 050, 206 Key Blank(s) only (collectively, the "Products"). Locksmith accepts such appointment in accordance with the terms and conditions set forth in this Agreement.

2. Restricted Key Cutting Procedures

(a) To ensure that Locksmith fully protects the customers' interests and security needs in a restricted key cutting system, Locksmith hereby agrees to strictly and faithfully follow the restricted key cutting procedures set forth in Schedule "A" annexed hereto, as amended by Mul-T-Lock from time to time ("Procedures"). The Procedures will constitute the basis for the Covenant between Locksmith and its customers, a complimentary copy of which will be provided by Mul-T-Lock to Locksmith. Locksmith will conspicuously display the covenant, signed by Locksmith, on its premises in such manner that all customers will be able to read it. Locksmith will cut keys only in accordance with these Procedures, from genuine, *original* Mul-T-Lock Key Blanks marked "Do Not Duplicate" ("Restricted Key Blanks") which Mul-T-Lock has granted Locksmith express written permission to cut. Locksmith will not make any changes or alterations to the Key Blanks. Locksmith will follow any specific additional instructions applicable to any particular Mul-T-Lock keys. Locksmith's obligations under this paragraph 2(a) shall survive the termination of this Agreement and Locksmith shall continue to comply with the Procedures whenever it cuts keys for Mul-T-Lock Products.

(b) The parties acknowledge and agree that the proof of actual damages, causation and forseeability in connection with any violation of the Procedures will be costly, inconvenient and difficult, and will damage the reputation and integrity of Mul-T-Lock. The parties further agree that for each violation of the Procedures, Locksmith will pay to Mul-T-Lock the sum of $10,000 as liquidated damages, and not as a penalty. The liquidated damages shall be in addition to any other relief available to Mul-T-Lock to enforce the provisions of this paragraph 2, including but not limited to equitable relief.

3. Advertising and Promotion

Locksmith will conspicuously display any promotional material supplied by Mul-T-Lock. Locksmith may use any advertising or promotional materials obtained from Mul-T-Lock containing the Mul-T-Lock Trademarks (as defined hereunder) to promote the Products. Locksmith will sell and advertise the Products as the premier high

security product offered by Locksmith in all promotional materials utilized by Locksmith. In addition, Locksmith will submit to Mul-T-Lock for its prior written approval any proposed advertising and/or any other material containing the Mul-T-Lock Trademarks, prior to using such material.

4. Sales and Service by Locksmith; Confidential Information

(a) Locksmith will use its best efforts to vigorously promote and sell Products in a manner fully commensurate with their high security nature. Locksmith may sell Products only to end-users, residential, commercial or institutional customers in its ordinary course of business, to the extent that Locksmith is able to provide consistently fast service to the satisfaction of every such customer. Sales are restricted to the area normally served by Locksmith on a regular basis. In any event, Locksmith may not sell or deliver any Products outside the United States. Locksmith may not sell, loan or otherwise transfer Products to other locksmiths, dealers or wholesalers, either directly or indirectly. Locksmith may only acquire Products directly from Mul-T-Lock or any other source approved by Mul-T-Lock in writing, if any, listed on a schedule to be updated by Mul-T-Lock in writing from time to time.

(b) Locksmith agrees at all times to maintain an adequate inventory of Products to allow support of its customers.

(c) Locksmith will provide such service to its customers as may be required in connection with the sale, installation and use of Products, in accordance with the highest professional standards, and only by qualified and reliable professionals who have completed the necessary training seminars offered by Mul-T-Lock (e.g., installation; key cutting; pinning; keying; master keying; and master pinning) and are licensed by the applicable regulatory authority, as necessary. Locksmith will arrange for training seminars by Mul-T-Lock for those of its employees who will be working with Products. Mul-T-Lock will certify Locksmith and any of its employees who regularly provide locksmith services ("designated employees") and have successfully completed the seminar. Locksmith agrees to cause its designated employees to attend all Mul-T-Lock seminars related to the Products and improvements thereto.

(d) Locksmith is fully responsible for all work performed by Locksmith and its employees, agents and representatives (collectively referred to throughout this Agreement as "Locksmith"). Locksmith agrees to hold Mul-T-Lock harmless from and indemnify it for all claims, liability, loss, damage and expense, including reasonable attorney's fees, arising from or related to any work performed by Locksmith in connection with the sale or service of Products.

(e) Locksmith acknowledges that Mul-T-Lock, its affiliates and related entities enjoy a worldwide reputation for high-quality products, and will use its best efforts to maintain the integrity of their reputation and the goodwill associated with the Mul-T-Lock name.

(f) Locksmith recognizes and acknowledges that in the course of performing the services provided hereunder, it may have access to certain confidential or proprietary information of Mul-T-Lock. Locksmith agrees that it will not, at any time during or after the term of this Agreement, disclose any such confidential or proprietary information to any person, firm, corporation, association or other entity.

5. Recordkeepping Procedures; Additional Security Measures; Key Blanks

(a) Locksmith agrees to keep accurate key cutting records, including Locksmith's remarks, in accordance with the Procedures and in a secured location, to protect its customers' desire for high security. Locksmith will maintain these records using forms and/or software provided by Mul-T-Lock, as updated from time to time.

(b) Locksmith agrees to forward immediately upon written request by the customer or Mul-T-Lock to any person designated by customer or Mul-T-Lock, any key-cutting cards, key-cutting record and/or master key record, including Locksmith's remarks, created by Locksmith. The record shall consist of updated, accurate and fully completed forms and computer files.

(c) As an additional security measure, Locksmith agrees to maintain in inventory only Interactive™

Key Blanks which have Locksmith's telephone number or other information identifying Locksmith engraved on the Key Blank. Any Key Blanks received by Locksmith from any source, whether or not in error, for which Locksmith does not have Mul-T-Lock's written permission to cut, shall be immediately returned by Locksmith to Mul-T-Lock.

(d) Locksmith agrees to complete Mul-T-Lock's master key training seminar. Locksmith will provide master key service with control records, in accordance with Mul-T-Lock's computerized or written updated instructions.

(e) Locksmith agrees to take all measures necessary to ensure the security of the Key Blanks and the Mul-T-Lock key cutting machine, which measures, as a minimum, shall include but not be limited to: (i) properly securing the Mul-T-Lock key cutting machine to ensure that its use is restricted to only those individuals authorized by Locksmith and (ii) securing the Key Blanks under lock and key or in a safe, on the premises, to ensure that access to them is limited to only those individuals authorized by Locksmith.

(f) Locksmith agrees not to sell, loan or otherwise transfer any uncut or miscut Key Blanks to anyone under any circumstances including, without limitation, other locksmiths, dealers or wholesalers, either directly or indirectly. Locksmith further agrees to immediately notify Mul-T-Lock of any attempted sale or transfer of any Key Blanks by any person.

(g) Locksmith hereby permits Mul-T-Lock personnel to inspect, during regular business hours, the Restricted Key Blank inventory and records to verify, among other things, that the number of Restricted Key Blanks in the Locksmith's inventory, plus the number of Restricted Key Blanks cut as shown by Locksmith's records, equals the number of Restricted Key Blanks which Locksmith has ordered and received from Mul-T-Lock.

(h) Locksmith agrees to retain all miscut Restricted Key Blanks until such miscut key blanks can be verified by Mul-T-Lock. Locksmith shall deliver all such miscut key blanks to Mul-T-Lock to be destroyed.

(i) Locksmith agrees to report to Mul-T-Lock's sales representative any discrepancy in its restricted key blank inventory immediately upon its discovery by Locksmith, and to provide a reasonable explanation for such discrepancy.

6. Prices; Terms and Conditions of Sale

All sales of Products to Locksmith will be subject to Mul-T-Lock's Price List and Terms and Conditions of Sale, which are hereby incorporated by reference and made an integral part of this Agreement. Mul-T-Lock reserves the right to modify the Price List and Terms and Conditions of Sale from time to time, by written notice to Locksmith.

7. Payment

Locksmith shall pay Mul-T-Lock for Products upon delivery or, subject in each instance to authorized credit approval, within 30 days from date of delivery. Mul-T-Lock reserves the right to modify credit limits and the terms of payment at any time. Without derogating from other available remedies, any late payment will be subject to and bear interest at the maximum rate allowed by law.

8. Trademarks; Intellectual Property

(a) The parties hereby acknowledge that the "Mul-T-Lock" name and any other trademarks, tradenames, logos and the like used in connection with the Products (the "Trademarks") inure to the sole and exclusive benefit of Mul-T-Lock and/or its affiliates. Nothing in this Agreement shall confer upon Locksmith any rights or interests in and to the Trademarks except as expressly provided herein. Whenever Locksmith uses the Trademarks, it must clearly indicate that the Trademarks are registered and that they are the exclusive property of Mul-T-Lock Ltd. Locksmith shall not remove, modify or obscure the Trademarks or any other marking, notice or designation applied to any Mul-T-Lock products, and appearing thereon. Locksmith shall use the Trademarks only in accordance with samples and specifications provided by Mul-T-Lock.

Initials:_____

(b) Locksmith agrees not to do anything that may in any way (i) adversely effect Mul-T-Lock's reputation or intellectual property rights or (ii) jeopardize the Trademarks, or their ownership, including the use or registration of any similar trademark or the registration of any company or entity or business name that includes "Mul-T-Lock", or any Trademarks, or any words similar to "Mul-T-Lock" or the Trademarks.

(c) Upon expiration or termination of this Agreement for whatever reason, Locksmith shall immediately abandon and cease all use of the Trademarks, and shall return to Mul-T-Lock in accordance with its instructions all brochures, promotional materials, displays, signs and the like.

(d) Locksmith agrees that any innovation or improvement to a Mul-T-Lock product or process, by either party, shall be deemed to be Mul-T-Lock's proprietary intellectual property.

9. Warranties and Limitations of Liability

(a) Locksmith acknowledges that it is familiar with Mul-T-Lock's Limited Product Warranty ("Warranty") included in each Product's original packaging, and agrees to deliver the Warranty to the customer with each Product it sells. The terms of the Warranty are set forth in Schedule "B" annexed hereto, and may be modified by Mul-T-Lock from time to time, in its sole and absolute discretion. Locksmith shall have no authority to alter or modify the Warranty in any fashion, and shall fully and faithfully provide the service indicated in the Warranty, without charge to Mul-T-Lock.

(b) MUL-T-LOCK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. MUL-T-LOCK SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOSS, DAMAGE, OR EXPENSE, INCLUDING LOSS FROM ANY USE, PROFITS, REVENUE, OR GOODWILL, DIRECTLY OR INDIRECTLY ARISING FROM ANY USE OR THE INABILITY TO USE THE PRODUCTS, OR FOR LOSS OR DESTRUCTION OF OTHER PROPERTY OR FROM ANY OTHER CAUSE, EVEN IF MUL-T-LOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. MUL-T-LOCK'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PURCHASE PRICE PAID BY LOCKSMITH TO MUL-T-LOCK FOR THE ALLEGEDLY DEFECTIVE PRODUCT.

10. Relationship Between the Parties

The parties agree that for the purposes of this Agreement they shall be considered independent contractors. Nothing in this Agreement shall constitute Locksmith to be an employee, agent or representative of Mul-T-Lock, and Locksmith may not bind or obligate Mul-T-Lock in any way.

11. Notices

Any notice in connection with this Agreement shall be deemed to be delivered to the other party: (i) immediately upon dispatch if by personal delivery or (ii) the next business day if by next-day overnight mail or by facsimile with confirming receipt or (iii) within three business days if delivered by registered or certified mail, return receipt requested, to the address first indicated above.

12. Force Majeure

Mul-T-lock shall not be liable for loss or damage due to delay in delivery resulting from any cause beyond its reasonable direct control including, but not limited to, acts of God, acts or omissions of Locksmith, fires, strikes, facilities shutdowns, war, riot, delays in transportation, inability to obtain necessary labor or materials from usual sources, or inventory shortages, and any delays resulting from any such causes shall extend the time for delivery correspondingly.

13. Term and Termination; Change of Control

(a) This Agreement shall remain in effect until terminated by either party as follows:

(i) Without cause by furnishing the other party with thirty (30) days written notice of termination.

(ii) Immediately upon written notice should the other party commit a material breach hereof.

(b) Upon termination of this Agreement, Mul-T-Lock shall have the unconditional option to repurchase from Locksmith, immediately upon written notice by Mul-T-Lock, any or all of the following: (i) all unsold Products, (ii) all Key Blanks and (iii) the Mul-T-Lock key cutting machine. Upon return of the unsold Products and/or Key Blanks, Mul-T-Lock will refund the purchase price actually paid by Locksmith to Mul-T-Lock for the returned goods, adjusted to reflect the condition of the goods. Upon return of the key cutting machine, Mul-T-Lock will refund the purchase price actually paid by Locksmith, if any, less (i) any costs incurred to repair damage to the key cutting machine and (ii) 10% a year, or any part of a year, for depreciation, calculated on a straight line basis. In any event, Locksmith agrees to immediately deliver to Mul-T-Lock the key-cutting machine, all Key Blanks in its inventory, including all miscut key blanks, and copies of all customer receipts, records and forms, including master key records, related to the sale and cutting of Products.

14. Assignment

Locksmith shall not assign or otherwise transfer this Agreement without obtaining the prior written consent of Mul-T-Lock. If Locksmith is a corporation, the transfer of a majority of its issued and outstanding capital stock or, if Locksmith is a partnership, the transfer of a majority of the total interest in the partnership, however accomplished, shall be deemed an assignment of this Agreement. Any person or legal representative of Locksmith, to whom Locksmith's interest under this Agreement passes by operation of law, or otherwise, shall be bound by the provisions of this Agreement.

15. Multiple Business Locations

Other than the business located on the premises, Locksmith does not operate its business out of any other locations except at the addresses set forth in Schedule "C" annexed hereto. All terms and conditions of this Agreement are independently applicable to each and every business location operated by Locksmith. Locksmith shall provide Mul-T-Lock with written notification prior to moving its business from the premises or from any location set forth in Schedule "C". Locksmith shall not sell or service Products from any address other than from the premises or those locations set forth in Schedule "C", without Mul-T-Lock's prior written consent.

16. General

(a) This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, supplementing any other agreements between the parties, and it may not be modified or changed in any way without the written consent of both parties. To the extent of any conflict between a provision of this Agreement and any other agreement between the parties, this Agreement shall prevail.

(b) No course of dealing between Mul-T-Lock and Locksmith or any failure or delay on the part of Mul-T-Lock in exercising any rights or remedies hereunder and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder.

(c) Should any provision of this Agreement be held to be unenforceable or in violation of any applicable law, such provision alone shall be null and void. The remainder of this Agreement shall remain in full force and effect and shall be carried out as if such invalid or unenforceable term were not embodied herein, however the intent of the parties contained in the null and void provision shall be given expression to the fullest extent permitted by law.

(d) The rights and obligations of the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its rules of conflict of laws. The parties agree to submit to the jurisdiction of the Federal or State Courts of the State of New Jersey with respect to any claim or dispute arising under and in connection with this Agreement. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising

out of or in any way connected with this Agreement. In addition to money damages, each party shall be entitled to all available equitable remedies to protect its interests herein, including but not limited to injunctive relief, without the requirement of posting a bond.

(e) In the event either party brings a lawsuit against the other for breach of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and court costs in connection therewith.

(f) This Agreement will become effective after it is signed by Locksmith and two authorized Mul-T-Lock representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown next to each signature.

MUL-T-LOCK USA, INC.

Signature: _____ Signature: Z. YANIV

Name: _____ Name: _____

Date: 4/28/98 Date: 5.16.01

LOCKSMITH KATSNELSON

Signature: _____ Name: _____

Date: 4/2/98 State License #: 0866770

I the undersigned, a shareholder and/or partner and/or proprietor of the Locksmith, in order to further induce Mul-T-Lock to enter into this Agreement, hereby personally guarantee the full and faithful performance of all obligations of Locksmith under the terms of this Agreement.

Name: _____ Signature: _____

Address: 1606 AVE M

Social Security No.: 521 27 07 14

Date: 4/2/98

SCHEDULE A

WE ARE AN AUTHORIZED MUL-T-LOCK® DEALER

OUR COVENANT FOR RESTRICTED KEY CUTTING OF MUL-T-LOCK® PRODUCTS WITH KEYS MARKED "DO NOT DUPLICATE"

Dear Customer:

Our policy as your independent professional locksmith is to maintain the integrity of your Mul-T-Lock® high security products by faithfully adhering to the following procedures:

1. Mul-T-Lock® products having keys marked "Do Not Duplicate" come with an owner's key cutting authorization card (the "Card"). You do not have to present a key when ordering additional "Do Not Duplicate" keys.

2. We recommend that you sign the Card immediately upon purchase of your new Mul-T-Lock® product, and that you keep the Card in a safe place. We will supply additional "Do Not Duplicate" keys only to those customers who present us with a Card. When an unsigned Card is presented to order "Do Not Duplicate" keys, no identification is required.

3. When you present a signed Card to order "Do Not Duplicate" keys, we will validate the signature on the Card by comparing it with the signature on a signed photo identification.

4. When a person ordering "Do Not Duplicate" keys is not the signatory on the Card, we will (i) require a letter of instruction bearing the signature appearing on the Card and specifically identifying the person permitted to order "Do Not Duplicate" keys, (ii) validate the signature on the letter by comparing it with the signature on the Card and (iii) validate the identity of the person ordering the keys from a signed photo identification.

5. Upon the signed, written request of some of our customers we may hold signed Cards, which include the key combination, as an additional service to facilitate key cutting on a continuing basis. In these cases, we will keep records of the quantity of original keys supplied and each additional key that we cut. Our records will include for each cut key: (i) the Card's serial number, (ii) the quantity of cut keys supplied, (iii) the date on which the keys are supplied, (iv) the identity of the person receiving the keys,(v) the name of the operator of the key cutting machine, and (vi) copies of letters of authorization.

6. For those master key systems which we supply, we will keep all records necessary for maintenance and key cutting services.

7. No Card or identification is required, and no key cutting records will be maintained, when ordering keys which are not marked "Do Not Duplicate".

THIS COVENANT IS BETWEEN THE CUSTOMER AND LOCKSMITH ONLY.
ANY CHANGES TO THESE PROCEDURES REQUIRE LOCKSMITH TO FIRST OBTAIN THE PRIOR WRITTEN CONSENT OF MUL-T-LOCK.

Your Locksmith

Signature:_____

Version: April 1997

Initials:_____

SCHEDULE B

LIMITED WARRANTY

The genuine Mul-T-Lock® Product you have purchased ("Product") is hereby warranted to you, the original purchaser ("Purchaser"), to be free of defects in material and factory workmanship, subject to all the terms and conditions hereunder. This warranty is exclusive to Purchaser and is not assignable.

This warranty applies exclusively to the mechanical action of this genuine Mul-T-Lock® Product, provided that the Product has been installed, maintained and operated under conditions of normal use. The sole obligation under this warranty is for Mul-T-Lock Ltd., or its relevant affiliate, ("Mul-T-Lock") to repair or replace at its sole discretion, free of charge at the venue of an authorized dealer, all mechanically defective parts for a period of two years and all misfunctioning electronic components for a period of one year, from the date code of manufacture coined on the Product. This warranty shall be void if, in the judgment of Mul-T-Lock, the Product has been subject to misuse or neglect, damaged by an act of vandalism or the application of force not resulting from normal use, repaired or altered in any way that adversely affects its performance or reliability, or if used with other than genuine Mul-T-Lock® keys.

THE USE OF NON-GENUINE MUL-T-LOCK® KEYS, KEY BLANKS, CYLINDERS, ACCESSORIES OR PARTS, OR THE MODIFICATION OF THIS PRODUCT IN ANY WAY, MAY CAUSE SEVERE DAMAGE TO THE PRODUCT, AND WILL VOID THIS WARRANTY.

Purchaser will return a defective Product, along with this original colored warranty form, proof of purchase and one or more original keys, to the authorized dealer from whom the Product was purchased. All shipping, handling, travel, service call and other related charges are payable by Purchaser and are not included in this warranty. In no event shall the liability of Mul-T-Lock exceed the purchase price of the Product.

TO THE FULL EXTENT ALLOWABLE BY THE LAWS APPLYING HERETO, THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED. MUL-T-LOCK WILL NOT BE LIABLE FOR LOSS OF PROFITS, ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH PURCHASER MAY SUSTAIN, OR PUNITIVE DAMAGES, EVEN IN THE EVENT OF NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED.

MUL-T-LOCK®
YOUR KEY TO HIGH SECURITY

VERSION: APRIL 1997

INITIALS: _____

SCHEDULE C

ADDRESS OF OTHER BUSINESS LOCATIONS

Initials:_____

EXHIBIT D

Authorized Dealer No. MA 225

MUL-T-LOCK LOCKSMITH AGREEMENT

AGREEMENT entered into by and between Mul-T-Lock USA, Inc., having a business address at 300-1 Route 17 South, Suite A, Lodi, New Jersey 07644 ("Mul-T-Lock") and JOES LOCKSMITH ("Locksmith"), having a business address at 112 2ND AVE NY NY 10003 (the "premises").

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(d) Locksmith is fully responsible for all work performed by Locksmith and its employees, agents and representatives (collectively referred to throughout this Agreement as "Locksmith"). Locksmith agrees to hold Mul-T-Lock harmless from and indemnify it for all claims, liability, loss, damage and expense, including reasonable attorney's fees, arising from or related to any work performed by Locksmith in connection with the sale or service of Products.

(e) Locksmith acknowledges that Mul-T-Lock, its affiliates and related entities enjoy a worldwide reputation for high-quality products, and will use its best efforts to maintain the integrity of their reputation and the goodwill associated with the Mul-T-Lock name.

(f) Locksmith recognizes and acknowledges that in the course of performing the services provided hereunder, it may have access to certain confidential or proprietary information of Mul-T-Lock. Locksmith agrees that it will not, at any time during or after the term of this Agreement, disclose any such confidential or proprietary information to any person, firm, corporation, association or other entity.

5. Recordkeepping Procedures; Additional Security Measures; Key Blanks

(a) Locksmith agrees to keep accurate key cutting records, including Locksmith's remarks, in accordance with the Procedures and in a secured location, to protect its customers' desire for high security. Locksmith will maintain these records using forms and/or software provided by Mul-T-Lock, as updated from time to time.

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(d) Locksmith agrees to complete Mul-T-Lock's master key training seminar. Locksmith will provide master key service with control records, in accordance with Mul-T-Lock's computerized or written updated instructions.

(e) Locksmith agrees to take all measures necessary to ensure the security of the Key Blanks and the Mul-T-Lock key cutting machine, which measures, as a minimum, shall include but not be limited to: (i) properly securing the Mul-T-Lock key cutting machine to ensure that its use is restricted to only those individuals authorized by Locksmith and (ii) securing the Key Blanks under lock and key or in a safe, on the premises, to ensure that access to them is limited to only those individuals authorized by Locksmith.

(f) Locksmith agrees not to sell, loan or otherwise transfer any uncut or miscut Key Blanks to anyone under any circumstances including, without limitation, other locksmiths, dealers or wholesalers, either directly or indirectly. Locksmith further agrees to immediately notify Mul-T-Lock of any attempted sale or transfer of any Key Blanks by any person.

(g) Locksmith hereby permits Mul-T-Lock personnel to inspect, during regular business hours, the Restricted Key Blank inventory and records to verify, among other things, that the number of Restricted Key Blanks in the Locksmith's inventory, plus the number of Restricted Key Blanks cut as shown by Locksmith's records, equals the number of Restricted Key Blanks which Locksmith has ordered and received from Mul-T-Lock.

(h) Locksmith agrees to retain all miscut Restricted Key Blanks until such miscut key blanks can be verified by Mul-T-Lock. Locksmith shall deliver all such miscut key blanks to Mul-T-Lock to be destroyed.

(i) Locksmith agrees to report to Mul-T-Lock's sales representative any discrepancy in its restricted key blank inventory immediately upon its discovery by Locksmith, and to provide a reasonable explanation for such discrepancy.

6. Prices; Terms and Conditions of Sale

All sales of Products to Locksmith will be subject to Mul-T-Lock's Price List and Terms and Conditions of Sale, which are hereby incorporated by reference and made an integral part of this Agreement. Mul-T-Lock reserves the right to modify the Price List and Terms and Conditions of Sale from time to time, by written notice to Locksmith.

7. Payment

Locksmith shall pay Mul-T-Lock for Products upon delivery or, subject in each instance to authorized credit approval, within 30 days from date of delivery. Mul-T-Lock reserves the right to modify credit limits and the terms of payment at any time. Without derogating from other available remedies, any late payment will be subject to and bear interest at the maximum rate allowed by law.

8. Trademarks; Intellectual Property

(a) The parties hereby acknowledge that the "Mul-T-Lock" name and any other trademarks, tradenames, logos and the like used in connection with the Products (the "Trademarks") inure to the sole and exclusive benefit of Mul-T-Lock and/or its affiliates. Nothing in this Agreement shall confer upon Locksmith any rights or interests in and to the Trademarks except as expressly provided herein. Whenever Locksmith uses the Trademarks, it must clearly indicate that the Trademarks are registered and that they are the exclusive property of Mul-T-Lock Ltd. Locksmith shall not remove, modify or obscure the Trademarks or any other marking, notice or designation applied to any Mul-T-Lock products, and appearing thereon. Locksmith shall use the Trademarks only in accordance with samples and specifications provided by Mul-T-Lock.

(b) Locksmith agrees not to do anything that may in any way (i) adversely effect Mul-T-Lock's reputation or intellectual property rights or (ii) jeopardize the Trademarks, or their ownership, including the use or registration of any similar trademark or the registration of any company or entity or business name that includes "Mul-T-Lock", or any Trademarks, or any words similar to "Mul-T-Lock" or the Trademarks.

(c) Upon expiration or termination of this Agreement for whatever reason, Locksmith shall immediately abandon and cease all use of the Trademarks, and shall return to Mul-T-Lock in accordance with its instructions all brochures, promotional materials, displays, signs and the like.

(d) Locksmith agrees that any innovation or improvement to a Mul-T-Lock product or process, by either party, shall be deemed to be Mul-T-Lock's proprietary intellectual property.

9. Warranties and Limitations of Liability

(a) Locksmith acknowledges that it is familiar with Mul-T-Lock's Limited Product Warranty ("Warranty") included in each Product's original packaging, and agrees to deliver the Warranty to the customer with each Product it sells. The terms of the Warranty are set forth in Schedule "B" annexed hereto, and may be modified by Mul-T-Lock from time to time, in its sole and absolute discretion. Locksmith shall have no authority to alter or modify the Warranty in any fashion, and shall fully and faithfully provide the service indicated in the Warranty, without charge to Mul-T-Lock.

(b) MUL-T-LOCK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. MUL-T-LOCK SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOSS, DAMAGE, OR EXPENSE, INCLUDING LOSS FROM ANY USE, PROFITS, REVENUE, OR GOODWILL, DIRECTLY OR INDIRECTLY ARISING FROM ANY USE OR THE INABILITY TO USE THE PRODUCTS, OR FOR LOSS OR DESTRUCTION OF OTHER PROPERTY OR FROM ANY OTHER CAUSE, EVEN IF MUL-T-LOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. MUL-T-LOCK'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PURCHASE PRICE PAID BY LOCKSMITH TO MUL-T-LOCK FOR THE ALLEGEDLY DEFECTIVE PRODUCT.

10. Relationship Between the Parties

The parties agree that for the purposes of this Agreement they shall be considered independent contractors. Nothing in this Agreement shall constitute Locksmith to be an employee, agent or representative of Mul-T-Lock, and Locksmith may not bind or obligate Mul-T-Lock in any way.

11. Notices

Any notice in connection with this Agreement shall be deemed to be delivered to the other party: (i) immediately upon dispatch if by personal delivery or (ii) the next business day if by next-day overnight mail or by facsimile with confirming receipt or (iii) within three business days if delivered by registered or certified mail, return receipt requested, to the address first indicated above.

12. Force Majeure

Mul-T-lock shall not be liable for loss or damage due to delay in delivery resulting from any cause beyond its reasonable direct control including, but not limited to, acts of God, acts or omissions of Locksmith, fires, strikes, facilities shutdowns, war, riot, delays in transportation, inability to obtain necessary labor or materials from usual sources, or inventory shortages, and any delays resulting from any such causes shall extend the time for delivery correspondingly.

13. Term and Termination; Change of Control

(a) This Agreement shall remain in effect until terminated by either party as follows:

(i) Without cause by furnishing the other party with thirty (30) days written notice of termination.

(ii) Immediately upon written notice should the other party commit a material breach hereof.

(b) Upon termination of this Agreement, Mul-T-Lock shall have the unconditional option to repurchase from Locksmith, immediately upon written notice by Mul-T-Lock, any or all of the following: (i) all unsold Products, (ii) all Key Blanks and (iii) the Mul-T-Lock key cutting machine. Upon return of the unsold Products and/or Key Blanks, Mul-T-Lock will refund the purchase price actually paid by Locksmith to Mul-T-Lock for the returned goods, adjusted to reflect the condition of the goods. Upon return of the key cutting machine, Mul-T-Lock will refund the purchase price actually paid by Locksmith, if any, less (i) any costs incurred to repair damage to the key cutting machine and (ii) 10% a year, or any part of a year, for depreciation, calculated on a straight line basis. In any event, Locksmith agrees to immediately deliver to Mul-T-Lock the key-cutting machine, all Key Blanks in its inventory, including all miscut key blanks, and copies of all customer receipts, records and forms, including master key records, related to the sale and cutting of Products.

14. Assignment

Locksmith shall not assign or otherwise transfer this Agreement without obtaining the prior written consent of Mul-T-Lock. If Locksmith is a corporation, the transfer of a majority of its issued and outstanding capital stock or, if Locksmith is a partnership, the transfer of a majority of the total interest in the partnership, however accomplished, shall be deemed an assignment of this Agreement. Any person or legal representative of Locksmith, to whom Locksmith's interest under this Agreement passes by operation of law, or otherwise, shall be bound by the provisions of this Agreement.

15. Multiple Business Locations

Other than the business located on the premises, Locksmith does not operate its business out of any other locations except at the addresses set forth in Schedule "C" annexed hereto. All terms and conditions of this Agreement are independently applicable to each and every business location operated by Locksmith. Locksmith shall provide Mul-T-Lock with written notification prior to moving its business from the premises or from any location set forth in Schedule "C". Locksmith shall not sell or service Products from any address other than from the premises or those locations set forth in Schedule "C", without Mul-T-Lock's prior written consent.

16. General

(a) This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, supplementing any other agreements between the parties, and it may not be modified or changed in any way without the written consent of both parties. To the extent of any conflict between a provision of this Agreement and any other agreement between the parties, this Agreement shall prevail.

(b) No course of dealing between Mul-T-Lock and Locksmith or any failure or delay on the part of Mul-T-Lock in exercising any rights or remedies hereunder and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder.

(c) Should any provision of this Agreement be held to be unenforceable or in violation of any applicable law, such provision alone shall be null and void. The remainder of this Agreement shall remain in full force and effect and shall be carried out as if such invalid or unenforceable term were not embodied herein, however the intent of the parties contained in the null and void provision shall be given expression to the fullest extent permitted by law.

(d) The rights and obligations of the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its rules of conflict of laws. The parties agree to submit to the jurisdiction of the Federal or State Courts of the State of New Jersey with respect to any claim or dispute arising under and in connection with this Agreement. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising

out of or in any way connected with this Agreement. In addition to money damages, each party shall be entitled to all available equitable remedies to protect its interests herein, including but not limited to injunctive relief, without the requirement of posting a bond.

(e) In the event either party brings a lawsuit against the other for breach of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and court costs in connection therewith.

(f) This Agreement will become effective after it is signed by Locksmith and two authorized Mul-T-Lock representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown next to each signature.

MUL-T-LOCK USA, INC.

Signature: _____ Signature: _____

Name: Steve Dilberian Name: Guy Barry

Date: 5-20-98 Date: 5.18.98

LOCKSMITH

X Signature: _____ Name: Joseph Fiandaca

Date: _____ State License #: 0799348

I the undersigned, a shareholder and/or partner and/or proprietor of the Locksmith, in order to further induce Mul-T-Lock to enter into this Agreement, hereby personally guarantee the full and faithful performance of all obligations of Locksmith under the terms of this Agreement.

X Name: _____ Signature: Joseph Fiandaca

Address: 90 Beekman st nyc

Social Security No.: 065-30-3030

Date: 5/7/98

Initials: _____

SCHEDULE A

WE ARE AN AUTHORIZED MUL-T-LOCK® DEALER

OUR COVENANT FOR RESTRICTED KEY CUTTING OF MUL-T-LOCK® PRODUCTS WITH KEYS MARKED "DO NOT DUPLICATE"

Dear Customer:

Our policy as your independent professional locksmith is to maintain the integrity of your Mul-T-Lock® high security products by faithfully adhering to the following procedures:

1. Mul-T-Lock® products having keys marked "Do Not Duplicate" come with an owner's key cutting authorization card (the "Card"). You do not have to present a key when ordering additional "Do Not Duplicate" keys.

2. We recommend that you sign the Card immediately upon purchase of your new Mul-T-Lock® product, and that you keep the Card in a safe place. We will supply additional "Do Not Duplicate" keys only to those customers who present us with a Card. When an unsigned Card is presented to order "Do Not Duplicate" keys, no identification is required.

3. When you present a signed Card to order "Do Not Duplicate" keys, we will validate the signature on the Card by comparing it with the signature on a signed photo identification.

4. When a person ordering "Do Not Duplicate" keys is not the signatory on the Card, we will (i) require a letter of instruction bearing the signature appearing on the Card and specifically identifying the person permitted to order "Do Not Duplicate" keys, (ii) validate the signature on the letter by comparing it with the signature on the Card and (iii) validate the identity of the person ordering the keys from a signed photo identification.

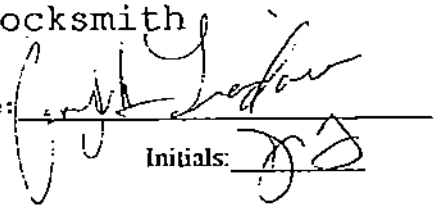
5. Upon the signed, written request of some of our customers we may hold signed Cards, which include the key combination, as an additional service to facilitate key cutting on a continuing basis. In these cases, we will keep records of the quantity of original keys supplied and each additional key that we cut. Our records will include for each cut key: (i) the Card's serial number, (ii) the quantity of cut keys supplied, (iii) the date on which the keys are supplied, (iv) the identity of the person receiving the keys,(v) the name of the operator of the key cutting machine, and (vi) copies of letters of authorization.

6. For those master key systems which we supply, we will keep all records necessary for maintenance and key cutting services.

7. No Card or identification is required, and no key cutting records will be maintained, when ordering keys which are not marked "Do Not Duplicate".

THIS COVENANT IS BETWEEN THE CUSTOMER AND LOCKSMITH ONLY.
ANY CHANGES TO THESE PROCEDURES REQUIRE LOCKSMITH TO FIRST OBTAIN THE PRIOR WRITTEN CONSENT OF MUL-T-LOCK.

Your Locksmith

Signature: 

Initials:

Version: April 1997

SCHEDULE B

LIMITED WARRANTY

The genuine Mul-T-Lock® Product you have purchased ("Product") is hereby warranted to you, the original purchaser ("Purchaser"), to be free of defects in material and factory workmanship, subject to all the terms and conditions hereunder. This warranty is exclusive to Purchaser and is not assignable.

This warranty applies exclusively to the mechanical action of this genuine Mul-T-Lock® Product, provided that the Product has been installed, maintained and operated under conditions of normal use. The sole obligation under this warranty is for Mul-T-Lock Ltd., or its relevant affiliate, ("Mul-T-Lock") to repair or replace at its sole discretion, free of charge at the venue of an authorized dealer, all mechanically defective parts for a period of two years and all misfunctioning electronic components for a period of one year, from the date code of manufacture coined on the Product. This warranty shall be void if, in the judgment of Mul-T-Lock, the Product has been subject to misuse or neglect, damaged by an act of vandalism or the application of force not resulting from normal use, repaired or altered in any way that adversely affects its performance or reliability, or if used with other than genuine Mul-T-Lock® keys.

THE USE OF NON-GENUINE MUL-T-LOCK® KEYS, KEY BLANKS, CYLINDERS, ACCESSORIES OR PARTS, OR THE MODIFICATION OF THIS PRODUCT IN ANY WAY, MAY CAUSE SEVERE DAMAGE TO THE PRODUCT, AND WILL VOID THIS WARRANTY.

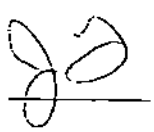
Purchaser will return a defective Product, along with this original colored warranty form, proof of purchase and one or more original keys, to the authorized dealer from whom the Product was purchased. All shipping, handling, travel, service call and other related charges are payable by Purchaser and are not included in this warranty. In no event shall the liability of Mul-T-Lock exceed the purchase price of the Product.

TO THE FULL EXTENT ALLOWABLE BY THE LAWS APPLYING HERETO, THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED. MUL-T-LOCK WILL NOT BE LIABLE FOR LOSS OF PROFITS, ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH PURCHASER MAY SUSTAIN, OR PUNITIVE DAMAGES, EVEN IN THE EVENT OF NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED.

MUL-T-LOCK®
YOUR KEY TO HIGH SECURITY

VERSION: APRIL 1997

INITIALS: 

SCHEDULE C

ADDRESS OF OTHER BUSINESS LOCATIONS

Initials: _____

EXHIBIT E

Tel. (718) 367-1656
J.T. HARDWARE & HOUSEWARES
Ferreteria
KEY LOCKS • PLUMBING • ELECTRICAL SUPPLY
PAINT • TOOLS
2107 Grand Concourse
(Bet. 180 & 181 St.)
Bronx, N.Y. 10453
Juan Tiburcio
Manager

Authorized Dealer No. 101242

MUL-T-LOCK OFF-THE-SHE PRODUCTS DEALER AGR

AGREEMENT entered into by and between Mul-T-Lock USA, Inc., having a business address at 300-1 Route 17 South, Suite A, Lodi, New Jersey 07644 ("Mul-T-Lock") and J. T. Hardware & Housewares ("Dealer"), having a business address at 2107 Grand Concourse BX. N.Y. 10453 (the "premises").

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Appointment

Mul-T-Lock hereby appoints Dealer as an authorized retail dealer for the sale, supply and service of off-the-shelf classic Mul-T-Lock products, for key types and key blank types ("Key Blanks") to be supplied to Dealer by Mul-T-Lock from time to time, which are compatible with the 06 Key Blank(s) only (collectively, the "Products"). Dealer accepts such appointment in accordance with the terms and conditions set forth in this Agreement.

2. Restricted Key Cutting Procedures

(a) To ensure that Dealer fully protects the customers' interests and security needs in a restricted key cutting system, Dealer hereby agrees to strictly and faithfully follow the restricted key cutting procedures set forth in Schedule "A" annexed hereto, as amended by Mul-T-Lock from time to time ("Procedures"). The Procedures will constitute the basis for the Covenant between Dealer and its customers, a complimentary copy of which will be provided by Mul-T-Lock to Dealer. Dealer will conspicuously display the covenant, signed by Dealer, on its premises in such manner that all customers will be able to read it. Dealer will cut keys only in accordance with these Procedures, from genuine, *original* Mul-T-Lock Key Blanks marked "Do Not Duplicate" ("Restricted Key Blanks") which Mul-T-Lock has granted Dealer express written permission to cut. Dealer will not make any changes or alterations to the Key Blanks. Dealer will follow any specific additional instructions applicable to any particular Mul-T-Lock keys. Dealer's obligations under this paragraph 2(a) shall survive the termination of this Agreement and Dealer shall continue to comply with the Procedures whenever it cuts keys for Mul-T-Lock Products.

(b) The parties acknowledge and agree that the proof of actual damages, causation and forseeability in connection with any violation of the Procedures will be costly, inconvenient and difficult, and will damage the reputation and integrity of Mul-T-Lock. The parties further agree that for each violation of the Procedures, Dealer will pay to Mul-T-Lock the sum of $10,000 as liquidated damages, and not as a penalty. The liquidated damages shall be in addition to any other relief available to Mul-T-Lock to enforce the provisions of this paragraph 2, including but not limited to equitable relief.

3. Advertising and Promotion

Dealer will conspicuously display any promotional material supplied by Mul-T-Lock. Dealer may use any advertising or promotional materials obtained from Mul-T-Lock containing the Mul-T-Lock Trademarks (as defined hereunder) to promote the Products. Dealer will sell and advertise the Products as the premier high security product offered by Dealer in all promotional materials utilized by Dealer. In addition, Dealer will submit to Mul-T-Lock for its prior written approval any proposed advertising and/or any other material containing the Mul-T-Lock Trademarks, prior to using such material.

Initials: J.T.

4. Sales and Service by Dealer; Confidential Information

(a) Dealer will use its best efforts to vigorously promote and sell Products in a manner fully commensurate with their high security nature. Dealer may sell Products only to end-users, residential, commercial or institutional customers in its ordinary course of business, to the extent that Dealer is able to provide consistently fast service to the satisfaction of every such customer. Sales are restricted to the area normally served by Dealer on a regular basis. In any event, Dealer may not sell or deliver any Products outside the United States. Dealer may not sell, loan or otherwise transfer Products to other Dealers, dealers or wholesalers, either directly or indirectly. Dealer may only acquire Products directly from Mul-T-Lock or any other source approved by Mul-T-Lock in writing, if any, listed on a schedule to be updated by Mul-T-Lock in writing from time to time.

(b) Dealer agrees at all times to maintain an adequate inventory of Products to allow support of its customers.

(c) Dealer will provide such service to its customers as may be required in connection with the sale, installation and use of Products, in accordance with the highest professional standards, and only by qualified and reliable professionals who have completed the necessary training seminars offered by Mul-T-Lock (e.g., installation; key cutting; pinning; keying; master keying; and master pinning) and are licensed by the applicable regulatory authority, as necessary. Dealer will arrange for training seminars by Mul-T-Lock for those of its employees who will be working with Products. Mul-T-Lock will certify Dealer and any of its employees who regularly provide Dealer services ("designated employees") and have successfully completed the seminar. Dealer agrees to cause its designated employees to attend all Mul-T-Lock seminars related to the Products and improvements thereto.

(d) Dealer is fully responsible for all work performed by Dealer and its employees, agents and representatives (collectively referred to throughout this Agreement as "Dealer"). Dealer agrees to hold Mul-T-Lock harmless from and indemnify it for all claims, liability, loss, damage and expense, including reasonable attorney's fees, arising from or related to any work performed by Dealer in connection with the sale or service of Products.

(e) Dealer acknowledges that Mul-T-Lock, its affiliates and related entities enjoy a worldwide reputation for high-quality products, and will use its best efforts to maintain the integrity of their reputation and the goodwill associated with the Mul-T-Lock name.

(f) Dealer recognizes and acknowledges that in the course of performing the services provided hereunder, it may have access to certain confidential or proprietary information of Mul-T-Lock. Dealer agrees that it will not, at any time during or after the term of this Agreement, disclose any such confidential or proprietary information to any person, firm, corporation, association or other entity.

5. Recordkeepping Procedures; Additional Security Measures; Key Blanks

(a) Dealer agrees to keep accurate key cutting records, including Dealer's remarks, in accordance with the Procedures and in a secured location, to protect its customers' desire for high security. Dealer will maintain these records using forms and/or software provided by Mul-T-Lock, as updated from time to time.

(b) Dealer agrees to forward immediately upon written request by the customer or Mul-T-Lock to any person designated by customer or Mul-T-Lock, any key-cutting cards, key-cutting record and/or master key record, including Dealer's remarks, created by Dealer. The record shall consist of updated, accurate and fully completed forms and computer files.

(c) As an additional security measure, Dealer agrees to maintain in inventory only Key Blanks supplied by Mul-T-Lock which Dealer has permission to cut. Any Key Blanks received by Dealer from any source, whether or not in error, for which Dealer does not have Mul-T-Lock's written permission to cut, shall be immediately returned by Dealer to Mul-T-Lock.

(d) Dealer agrees to complete Mul-T-Lock's master key training seminar. Dealer will provide master

Initials: _____

key service with control records, in accordance with Mul-T-Lock's computerized or written updated instructions.

(e) Dealer agrees to take all measures necessary to ensure the security of the Key Blanks and the Mul-T-Lock key cutting machine, which measures, as a minimum, shall include but not be limited to: (i) properly securing the Mul-T-Lock key cutting machine to ensure that its use is restricted to only those individuals authorized by Dealer and (ii) securing the Key Blanks under lock and key or in a safe, on the premises, to ensure that access to them is limited to only those individuals authorized by Dealer.

(f) Dealer agrees not to sell, loan or otherwise transfer any uncut or miscut Key Blanks to anyone under any circumstances including, without limitation, other Dealers, dealers or wholesalers, either directly or indirectly. Dealer further agrees to immediately notify Mul-T-Lock of any attempted sale or transfer of any Key Blanks by any person.

(g) Dealer hereby permits Mul-T-Lock personnel to inspect, during regular business hours, the Restricted Key Blank inventory and records to verify, among other things, that the number of Restricted Key Blanks in the Dealer's inventory, plus the number of Restricted Key Blanks cut as shown by Dealer's records, equals the number of Restricted Key Blanks which Dealer has ordered and received from Mul-T-Lock.

(h) Dealer agrees to retain all miscut Restricted Key Blanks until such miscut key blanks can be verified by Mul-T-Lock. Dealer shall deliver all such miscut key blanks to Mul-T-Lock to be destroyed.

(i) Dealer agrees to report to Mul-T-Lock's sales representative any discrepancy in its restricted key blank inventory immediately upon its discovery by Dealer, and to provide a reasonable explanation for such discrepancy.

6. Prices; Terms and Conditions of Sale

All sales of Products to Dealer will be subject to Mul-T-Lock's Price List and Terms and Conditions of Sale, which are hereby incorporated by reference and made an integral part of this Agreement. Mul-T-Lock reserves the right to modify the Price List and Terms and Conditions of Sale from time to time, by written notice to Dealer.

7. Payment

Dealer shall pay Mul-T-Lock for Products upon delivery or, subject in each instance to authorized credit approval, within 30 days from date of delivery. Mul-T-Lock reserves the right to modify credit limits and the terms of payment at any time. Without derogating from other available remedies, any late payment will be subject to and bear interest at the maximum rate allowed by law.

8. Trademarks; Intellectual Property

(a) The parties hereby acknowledge that the "Mul-T-Lock" name and any other trademarks, tradenames, logos and the like used in connection with the Products (the "Trademarks") inure to the sole and exclusive benefit of Mul-T-Lock and/or its affiliates. Nothing in this Agreement shall confer upon Dealer any rights or interests in and to the Trademarks except as expressly provided herein. Whenever Dealer uses the Trademarks, it must clearly indicate that the Trademarks are registered and that they are the exclusive property of Mul-T-Lock Ltd. Dealer shall not remove, modify or obscure the Trademarks or any other marking, notice or designation applied to any Mul-T-Lock products, and appearing thereon. Dealer shall use the Trademarks only in accordance with samples and specifications provided by Mul-T-Lock.

(b) Dealer agrees not to do anything that may in any way (i) adversely effect Mul-T-Lock's reputation or intellectual property rights or (ii) jeopardize the Trademarks, or their ownership, including the use or registration of any similar trademark or the registration of any company or entity or business name that includes "Mul-T-Lock", or any Trademarks, or any words similar to "Mul-T-Lock" or the Trademarks.

(c) Upon expiration or termination of this Agreement for whatever reason, Dealer shall immediately

X Initials: J.T.

abandon and cease all use of the Trademarks, and shall return to Mul-T-Lock in accordance with its instructions all brochures, promotional materials, displays, signs and the like.

(d) Dealer agrees that any innovation or improvement to a Mul-T-Lock product or process, by either party, shall be deemed to be Mul-T-Lock's proprietary intellectual property.

9. Warranties and Limitations of Liability

(a) Dealer acknowledges that it is familiar with Mul-T-Lock's Limited Product Warranty ("Warranty") included in each Product's original packaging, and agrees to deliver the Warranty to the customer with each Product it sells. The terms of the Warranty are set forth in Schedule "B" annexed hereto, and may be modified by Mul-T-Lock from time to time, in its sole and absolute discretion. Dealer shall have no authority to alter or modify the Warranty in any fashion, and shall fully and faithfully provide the service indicated in the Warranty, without charge to Mul-T-Lock.

(b) MUL-T-LOCK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. MUL-T-LOCK SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOSS, DAMAGE, OR EXPENSE, INCLUDING LOSS FROM ANY USE, PROFITS, REVENUE, OR GOODWILL, DIRECTLY OR INDIRECTLY ARISING FROM ANY USE OR THE INABILITY TO USE THE PRODUCTS, OR FOR LOSS OR DESTRUCTION OF OTHER PROPERTY OR FROM ANY OTHER CAUSE, EVEN IF MUL-T-LOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. MUL-T-LOCK'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PURCHASE PRICE PAID BY DEALER TO MUL-T-LOCK FOR THE ALLEGEDLY DEFECTIVE PRODUCT.

10. Relationship Between the Parties

The parties agree that for the purposes of this Agreement they shall be considered independent contractors. Nothing in this Agreement shall constitute Dealer to be an employee, agent or representative of Mul-T-Lock, and Dealer may not bind or obligate Mul-T-Lock in any way.

11. Notices

Any notice in connection with this Agreement shall be deemed to be delivered to the other party: (i) immediately upon dispatch if by personal delivery or (ii) the next business day if by next-day overnight mail or by facsimile with confirming receipt or (iii) within three business days if delivered by registered or certified mail, return receipt requested, to the address first indicated above.

12. Force Majeure

Mul-T-lock shall not be liable for loss or damage due to delay in delivery resulting from any cause beyond its reasonable direct control including, but not limited to, acts of God, acts or omissions of Dealer, fires, strikes, facilities shutdowns, war, riot, delays in transportation, inability to obtain necessary labor or materials from usual sources, or inventory shortages, and any delays resulting from any such causes shall extend the time for delivery correspondingly.

13. Term and Termination; Change of Control

(a) This Agreement shall remain in effect until terminated by either party as follows:

(i) Without cause by furnishing the other party with thirty (30) days written notice of termination.

(ii) Immediately upon written notice should the other party commit a material breach hereof.

(b) Upon termination of this Agreement, Mul-T-Lock shall have the unconditional option to repurchase from Dealer, immediately upon written notice by Mul-T-Lock, any or all of the following: (i) all unsold

Initials: U.T.

Products, (ii) all Key Blanks and (iii) the Mul-T-Lock key cutting machine. Upon return of the unsold Products and/or Key Blanks, Mul-T-Lock will refund the purchase price actually paid by Dealer to Mul-T-Lock for the returned goods, adjusted to reflect the condition of the goods. Upon return of the key cutting machine, Mul-T-Lock will refund the purchase price actually paid by Dealer, if any, less (i) any costs incurred to repair damage to the key cutting machine and (ii) 10% a year, or any part of a year, for depreciation, calculated on a straight line basis. In any event, Dealer agrees to immediately deliver to Mul-T-Lock the key-cutting machine, all Key Blanks in its inventory, including all miscut key blanks, and copies of all customer receipts, records and forms, including master key records, related to the sale and cutting of Products.

14. Assignment

Dealer shall not assign or otherwise transfer this Agreement without obtaining the prior written consent of Mul-T-Lock. If Dealer is a corporation, the transfer of a majority of its issued and outstanding capital stock or, if Dealer is a partnership, the transfer of a majority of the total interest in the partnership, however accomplished, shall be deemed an assignment of this Agreement. Any person or legal representative of Dealer, to whom Dealer's interest under this Agreement passes by operation of law, or otherwise, shall be bound by the provisions of this Agreement.

15. Multiple Business Locations

Other than the business located on the premises, Dealer does not operate its business out of any other locations except at the addresses set forth in Schedule "C" annexed hereto. All terms and conditions of this Agreement are independently applicable to each and every business location operated by Dealer. Dealer shall provide Mul-T-Lock with written notification prior to moving its business from the premises or from any location set forth in Schedule "C". Dealer shall not sell or service Products from any address other than from the premises or those locations set forth in Schedule "C", without Mul-T-Lock's prior written consent.

16. General

(a) This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, supplementing any other agreements between the parties, and it may not be modified or changed in any way without the written consent of both parties. To the extent of any conflict between a provision of this Agreement and any other agreement between the parties, this Agreement shall prevail.

(b) No course of dealing between Mul-T-Lock and Dealer or any failure or delay on the part of Mul-T-Lock in exercising any rights or remedies hereunder and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder.

(c) Should any provision of this Agreement be held to be unenforceable or in violation of any applicable law, such provision alone shall be null and void. The remainder of this Agreement shall remain in full force and effect and shall be carried out as if such invalid or unenforceable term were not embodied herein, however the intent of the parties contained in the null and void provision shall be given expression to the fullest extent permitted by law.

(d) The rights and obligations of the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its rules of conflict of laws. The parties agree to submit to the jurisdiction of the Federal or State Courts of the State of New Jersey with respect to any claim or dispute arising under and in connection with this Agreement. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement. In addition to money damages, each party shall be entitled to all available equitable remedies to protect its interests herein, including but not limited to injunctive relief, without the requirement of posting a bond.

(e) In the event either party brings a lawsuit against the other for breach of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and court costs in connection therewith.

X Initials: _____

(f) This Agreement will become effective after it is signed by Dealer and two authorized Mul-T-Lock representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown next to each signature.

MUL-T-LOCK USA, INC.

Signature: _____ Signature: Z. YANAI

Name: A. Grussman Name: _____

Date: 3/29/00 Date: 3.30.00

DEALER

Signature: Juan Tiburcio

Name: JUAN TIBURCIO

Date: 3/29/00

I the undersigned, a shareholder and/or partner and/or proprietor of the Dealer, in order to further induce Mul-T-Lock to enter into this Agreement, hereby personally guarantee the full and faithful performance of all obligations of Dealer under the terms of this Agreement.

Name: JUAN TIBURCIO Signature: Juan Tiburcio

Address: 2107 Grand Caminos

Social Security No.: 123-74-7187

Date: 3/29/00

WE ARE AN AUTHORIZED MUL-T-LOCK® DEALER

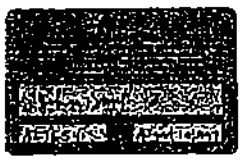
OUR COVENANT FOR RESTRICTED KEY CUTTING OF MUL-T-LOCK PRODUCTS WITH KEYS MARKED "DO NOT DUPLICATE"

Dear Customer:

Our policy as your independent professional locksmith is to maintain the integrity of your Mul-T-Lock high security products by faithfully adhering to the following procedures:

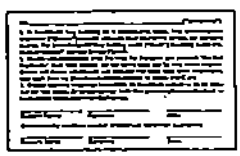
Mul-T-Lock products having keys marked "Do Not Duplicate" come with an owner's key cutting authorization card (the "Card"). You do not have to present a key when ordering additional "Do Not Duplicate" keys.

We recommend that you sign the Card immediately upon purchase of your new Mul-T-Lock product, and that you keep the Card in a safe place. We will supply additional "Do not Duplicate" keys only to those customers who present us with a Card. When an unsigned Card is presented to order "Do Not Duplicate" keys, no identification is required.



When you present a signed Card to order "Do Not Duplicate" keys, we will validate the signature on the Card by comparing it with the signature on a signed photo identification.

When a person ordering "Do Not Duplicate" keys is not the signatory on the Card, we will (i) require a letter of instruction bearing the signature appearing on the Card and specifically identifying the person permitted to order "Do Not Duplicate" keys, (ii) validate the signature on the letter by comparing it with the signature on Card, and (iii) validate the identity of the person ordering the key from a signed photo identification.



Upon the signed, written request of some of our customers we may hold signed Cards, which include the key combination, as an additional service to facilitate key cutting on a continuing basis. In these cases, we will keep records of the quantity of original keys supplied and each additional key that we cut. Our records will include for each cut key: (i) the Card's serial number, (ii) the quantity of cut keys supplied, (iii) the date on which the keys are supplied, (iv) the identity of the person receiving the keys, (v) the name of the operator of the key cutting machine, and (vi) copies of letters of authorization.

For those master key systems which we supply, we will keep all records necessary for maintenance and key cutting services.

No card or identification is required, and no key cutting records will be maintained, when ordering keys which are not marked "Do Not Duplicate".

THIS COVENANT IS BETWEEN THE CUSTOMER AND LOCKSMITH ONLY. ANY CHANGES TO THESE PROCEDURES REQUIRE LOCKSMITH TO FIRST OBTAIN THE PRIOR WRITTEN CONSENT OF MUL-T-LOCK.

3/29/00
Date

Your Locksmith

SCHEDULE B

LIMITED WARRANTY

The genuine Mul-T-Lock® Product you have purchased ("Product") is hereby warranted to you, the original purchaser ("Purchaser"), subject to all the terms and conditions hereunder. This warranty is exclusive to Purchaser and may not be assigned or otherwise transferred in any way whatsoever.

This warranty applies exclusively to the mechanical and/or electronic action of this Product. The sole obligation under this warranty is for Mul-T-Lock USA, Inc. ("Mul-T-Lock") to repair or replace at its sole discretion, at the venue of an authorized Mul-T-Lock dealer ("Dealer"), **mechanically defective Product parts for a period of two years, and misfunctioning electronic Product parts for a period of one year,** from the date code of manufacture coined on this Product. This warranty shall be void if, in the exclusive judgment of Mul-T-Lock, this Product was not installed by a Dealer and/or was not properly maintained and/or operated by Purchaser and/or has been subject to misuse or neglect, damaged by the application of force or any act of vandalism, repaired or altered in any way other than by a Dealer and/or if used with other than genuine Mul-T-Lock® keys, key blanks, cylinders, accessories and/or other components ("Genuine Components").

THE USE OF OTHER THAN GENUINE COMPONENTS MAY CAUSE SEVERE DAMAGE TO THIS PRODUCT, AND WILL VOID THIS WARRANTY.

Under this warranty, Purchaser must first return this Product, proof of purchase from a Dealer and one or more original keys to Mul-T-Lock, either directly, or through the Dealer from whom Purchaser purchased this Product, for examination by Mul-T-Lock of entitlement under the terms of this warranty. All shipping, handling, travel, service call and/or other incidental and/or related charges are fully payable by Purchaser only and are not included in this warranty.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED. MUL-T-LOCK WILL NOT BE LIABLE FOR LOSS OF PROFITS, ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH PURCHASER MAY SUSTAIN, OR PUNITIVE DAMAGES, EVEN IN THE EVENT OF NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LIABILITY UNDER THIS WARRANTY EXCEED THE PURCHASE PRICE OF THIS PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED.

MUL-T-LOCK®

YOUR KEY TO HIGH SECURITY

Mul-T-Lock USA, Inc., 300-1 Route 17 South, Lodi, New Jersey

INITIALS:_____

SCHEDULE C

ADDRESS OF OTHER BUSINESS LOCATIONS

EXHIBIT F

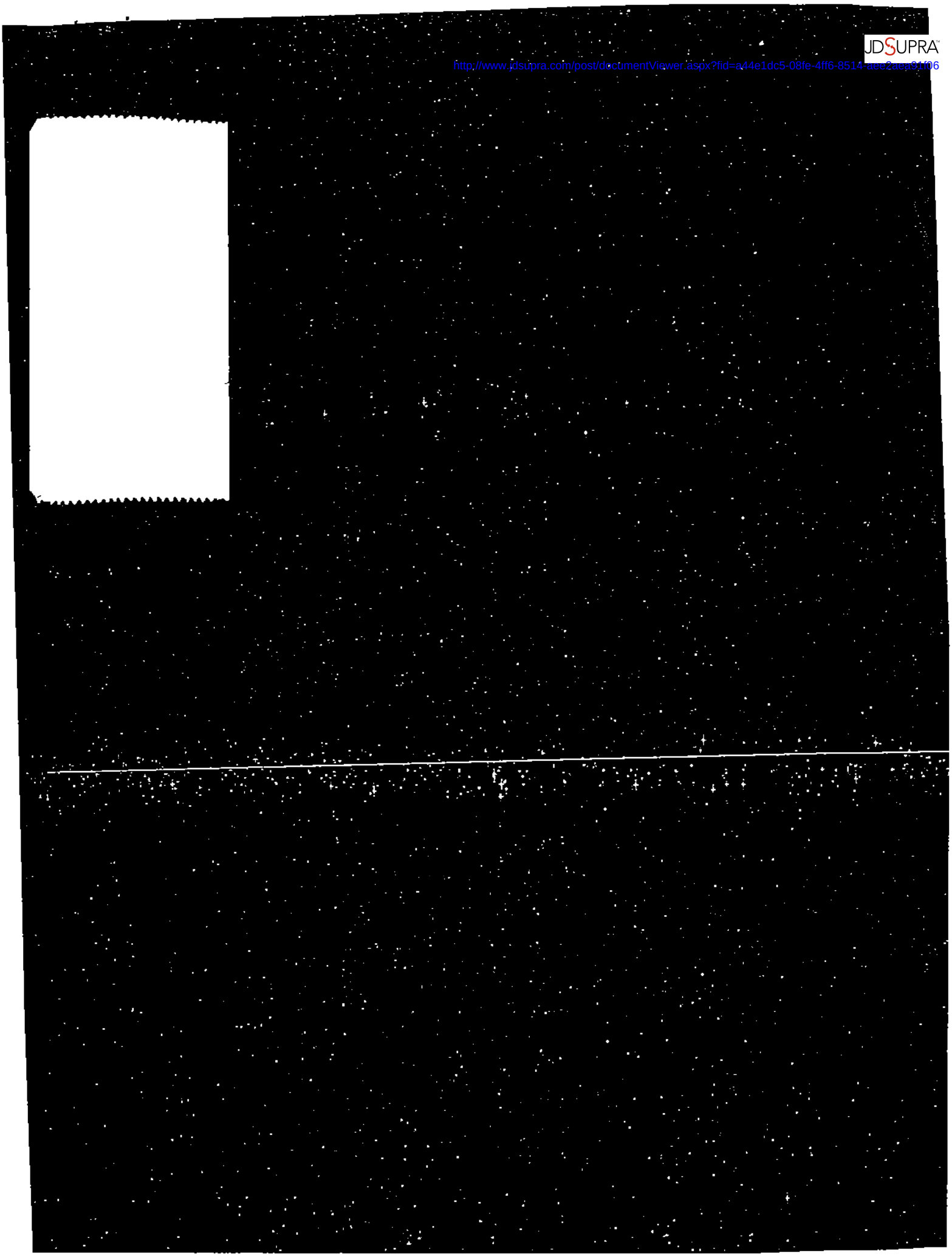


EXHIBIT G

Date 2/28/08

M

Address

Reg. No.	Clerk	Account Forward
1		58.66
2		
3		
4		
5		
6		
7		
8	JC	
9		
10		
11	LIC #	
12		
13		
14	5754-L6	
15		

Your Account Stated to Date - If Error is Found, Return at Once

EXHIBIT H

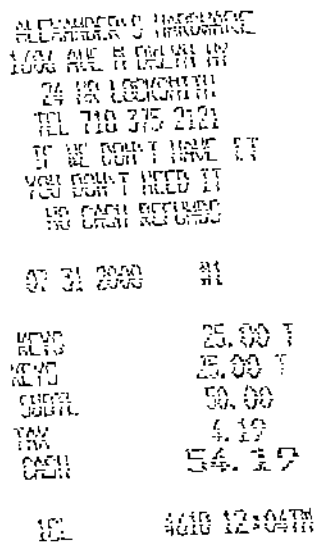


EXHIBIT I

HOFFMAN POLLAND & FURMAN, PLLC
Attorneys At Law
220 EAST 42nd STREET, SUITE 435
NEW YORK, NEW YORK 10017
(212) 338-0700
FAX (212) 338-0093
www.HPF-Law.com

July 15, 2008

BY CERTIFIED MAIL / R.R.R.
AND FIRST CLASS MAIL

Mr. Juan Tiburcio
J.T. Hardware & Housewares
2107 Grand Concourse
Bronx, N.Y. 10453

Dear Mr. Tiburcio:

We represent Mul-T-Lock USA, Inc. ("Mul-T-Lock"), which as you know entered into a Mul-T-Lock Locksmith Agreement with J.T. Hardware & Housewares ("J.T. Hardware") dated March 29, 2000 (the "Agreement") and which remains in effect until terminated by either party within 30 days notice without cause or, with cause, immediately upon notice. A copy of this Agreement is enclosed with this letter.

YOU ARE HEREBY NOTIFIED PURSUANT TO THE TERMS OF THE AGREEMENT THAT J.T. HARDWARE IS IMMEDIATELY TERMINATED AS A MUL-T-LOCK DEALER.

This termination is based on the following breaches of the Agreement by J.T. Hardware, of which Mul-T-Lock has obtained incontrovertible evidence:

- Duplicating a Mul-T-Lock key without a key card thus in violation of the locksmith agreement;
- Offering for sale, and selling, counterfeit Mul-T-Lock keys; and
- Duplicating counterfeit Mul-T-Lock keys on a Mul-T-Lock key-cutting machine.

The foregoing actions are serious and incurable breaches of J.T. Hardware's clear and explicit contract with Mul-T-Lock. These acts are not only inexcusable as fundamental failures of basic business ethics and trust between two business firms, but J.T. Hardware's actions damage Mul-T-Lock's core business of providing reliable, controlled high-security lock products. No less important to Mul-T-Lock, J.T. Hardware's short-sighted breaches of trust

profoundly undermine the promise made by Mul-T-Lock to its customers who rely on both Mul-T-Lock and its authorized dealers to provide reliable protection to their lives and property.

These interests are not negotiable. For this reason, pursuant to the Agreement, you are required immediately to do the following:

- Immediately cease and desist from selling (1) any Mul-T-Lock merchandise or (2) any keys cut with non-Mul-T-Lock blanks to fit Mul-T-Lock locks
- Remove all Mul-T-Lock signage and other materials, whether utilized within your premises or otherwise, and ship them to Mul-T-Lock immediately
- Immediately ship all genuine Mul-T-Lock products, including all key blanks, in your possession to Mul-T-Lock
- Arrange for the return of the Mul-T-Lock key cutting machine and, in the meantime, make no further use of it whatsoever
- Immediately transmit a certifiable bank check in the amount of $10,000 to the undersigned as liquidated damages. This check should be made out to Mul-T-Lock USA, Inc.
- Preserve (1) all counterfeit merchandise including non Mul-T-Lock key blanks used by J.T Hardware to cut keys that open Mul-T-Lock locks and (2) all records of transactions involving counterfeit merchandise. DO NOT DISPOSE OF ANY COUNTERFEIT KEY BLANKS UNDER PENALTY OF LAW.

Mul-T-Lock has authorized this office to take all necessary legal action to enforce its rights under the Agreement. J.T. Hardware's actions make it subject to serious legal consequences in addition to the termination of the Agreement, including the imposition of financial liability and the entry of an injunction for breach of contract, trademark infringement, trademark counterfeiting, patent infringement and, without limitation, other causes of action by the United States District Court. While Mul-T-Lock does not in any way intend to limit its rights by anything written in this letter, J.T. Hardware's cooperation and compliance with the foregoing will directly inform the extent to which Mul-T-Lock prosecutes its rights against J.T. Hardware.

Our client requires that you contact this **office in writing by no later than 5:00 pm (EST) on July 25, 2008** to confirm your compliance with the foregoing and to make appropriate arrangements. You may confirm your intention to comply by signing below and faxing or otherwise delivering a copy of this entire letter bearing your signature to this office. Your signature is not an admission of liability, only confirmation that you will cooperate with Mul-T-Lock's termination demands set forth above. You may seek the advice of counsel and have an attorney correspond, or otherwise transmit your confirmation in writing, but in any case your failure to meet this deadline will result in an irrevocable decision by Mul-T-Lock to initiate litigation against you, the result of which may be the imposition of legal and equitable remedies listed above but also costs and attorneys' fees as well as possible statutory penalties, against J.T. Hardware, and possibly its principals and employees, individually.

This letter is not a complete statement of the facts or law with respect to this matter and is without prejudice to any and all of our client's rights, claims and remedies, all of which are hereby expressly reserved.

Very truly yours,

Joel G. MacMull

READ AND UNDERSTOOD:

I have read the foregoing and intend to comply with the instructions set forth above. I understand that this is not a settlement of any claims by Mul-T-Lock set forth in the above letter nor an admission of liability. I understand that Mul-T-Lock retains the ability to enforce all its rights in connection with the foregoing.

_____ Dated: July _____, 2008
Juan Tiburcio
J.T. Hardware & Housewares

EXHIBIT J

HOFFMAN POLLAND & FURMAN, PLLC
Attorneys At Law
220 EAST 42nd STREET, SUITE 435
NEW YORK, NEW YORK 10017
(212) 338-0700
FAX (212) 338-0093
www.HPF-Law.com

August 28, 2008

BY CERTIFIED MAIL / R.R.R.
AND FIRST CLASS MAIL

Mr. Alex Katsnelson
Alexander's Hardware
1606 Avenue M
Brooklyn, NY 11230

Dear Mr. Katsnelson:

We represent Mul-T-Lock USA, Inc. ("Mul-T-Lock"), which as you know entered into a Mul-T-Lock Locksmith Agreement with Alexander's Hardware on or about April 8, 1998 (the "Agreement") and which remains in effect until terminated by either party within 30 days notice without cause or, with cause, immediately upon notice. A copy of the Agreement is enclosed with this letter.

YOU ARE HEREBY NOTIFIED PURSUANT TO THE TERMS OF THE AGREEMENT THAT ALEXANDER'S HARDWARE IS IMMEDIATELY TERMINATED AS A MUL-T-LOCK DEALER.

This termination is based on the following breaches of the Agreement by Alexander's Hardware, of which Mul-T-Lock has obtained incontrovertible evidence which includes, but is not limited to:

- Duplicating a Mul-T-Lock key without a key card thus in violation of the locksmith agreement;
- Offering for sale, and selling, counterfeit Mul-T-Lock keys; and
- Duplicating counterfeit Mul-T-Lock keys on a Mul-T-Lock key-cutting machine.

The foregoing actions are serious and incurable breaches of Alexander's Hardware's clear and explicit contract with Mul-T-Lock. These acts are not only inexcusable as fundamental failures of basic business ethics and trust between two business firms, but the actions of you or your employees damage Mul-T-Lock's core business of providing reliable,

controlled high-security lock products. No less important to Mul-T-Lock, your short-sighted breaches of trust profoundly undermine the promise made by Mul-T-Lock to its customers who rely on both Mul-T-Lock and its authorized dealers to provide reliable protection to their lives and property.

These interests are not negotiable. For this reason, pursuant to the Agreement, you are required immediately to do the following:

- Immediately cease and desist from selling (1) any Mul-T-Lock merchandise or (2) any keys cut with Mul-T-Lock's proprietary key cutting machine
- Immediately remove all Mul-T-Lock signage and other materials, whether utilized within your premises or otherwise, and arrange to have them collected by a authorized Mul-T-Lock representative
- Immediately gather all genuine Mul-T-Lock products, including all key blanks, in your possession, and arrange to have them collected by a authorized Mul-T-Lock representative
- Arrange for the return of the Mul-T-Lock key cutting machine and, in the meantime, make no further use of it whatsoever
- Immediately transmit a certifiable bank check in the amount of $20,000 to the undersigned as liquidated damages, as set forth in subsection 2(b) of the Agreement. This check should be made out to Mul-T-Lock USA, Inc.
- Preserve (1) all counterfeit merchandise including non Mul-T-Lock key blanks used by Joe's Locksmith to cut keys that open Mul-T-Lock locks and (2) all records of transactions involving counterfeit merchandise. DO NOT DISPOSE OF ANY COUNTERFEIT KEY BLANKS UNDER PENALTY OF LAW.

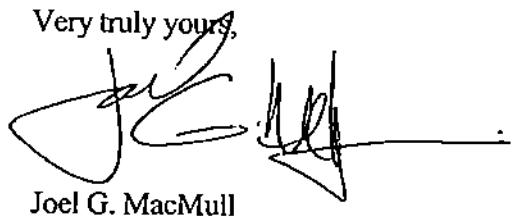
Mul-T-Lock has authorized this office to take all necessary legal action to enforce its rights under the Agreement. Alexander's Hardware's actions make it subject to serious legal consequences in addition to the termination of the Agreement, including the imposition of financial liability and the entry of an injunction for breach of contract, trademark infringement, patent infringement and, without limitation, other causes of action by the United States District Court. While Mul-T-Lock does not in any way intend to limit its rights by anything written in this letter, your cooperation and compliance with the foregoing will directly inform the extent to which Mul-T-Lock prosecutes its rights against Alexander's Hardware.

Our client requires that you contact this **office in writing by no later than 5:00 pm (EST) on September 12, 2008** to confirm your compliance with the foregoing and to make appropriate arrangements. You may confirm your intention to comply by signing below and faxing or otherwise delivering a copy of this entire letter bearing your signature to this office. You may seek the advice of counsel and have an attorney correspond, or otherwise transmit your confirmation in writing, but in any case your failure to comply by the above deadline subjects you to enforcement action by the U.S. Marshals Office or other law enforcement agency, which may enter your premises by court order and remove the aforementioned items and take other necessary and appropriate action. The risk of costs incurred by such non-voluntary enforcement may fall solely on you.

Upon the return of all the aforementioned items, and consistent with paragraph 13(b) of the Agreement, Mul-T-Lock will provide you with reimbursement for the purchase price of goods actually paid for by you; provided however, that you comply with Mul-T-Lock's reasonable disclosure requests, which may include, but are not limited to: a full accounting of all merchandise purchased by you since the date of the Agreement, and copies of all customer receipts, records and forms, including key records, related to the sale and cutting of Mul-T-Lock products.

Your failure to contact this office and arrange for the return of Mul-T-Lock's merchandise and other property will result in an irrevocable decision by Mul-T-Lock to initiate litigation against you, the result of which may be the imposition of the legal and equitable remedies listed above but also costs and attorneys' fees as well as possible statutory penalties, against Alexander's Hardware, and its principals and employees individually, as set forth in the Agreement.

Very truly yours,



Joel G. MacMull

Enc.

READ AND UNDERSTOOD:

I have read the foregoing and intend to comply with the instructions set forth above. I understand that this is not a settlement of any claims by Mul-T-Lock set forth in the above letter nor an admission of liability. I understand that Mul-T-Lock retains the ability to enforce all its rights in connection with the foregoing.

_____ Dated: September _____, 2008
Mr. Alex Katsnelson
Alexander's Hardware

HOFFMAN POLLAND & FURMAN, PLLC
Attorneys At Law
220 EAST 42nd STREET, SUITE 435
NEW YORK, NEW YORK 10017
(212) 338-0700
FAX (212) 338-0093
www.HPF-Law.com

August 28, 2008

BY CERTIFIED MAIL / R.R.R.
AND FIRST CLASS MAIL

Joseph Fiandaca
Joe's Locksmith
11 Second Avenue
New York, NY 10003

Dear Mr. Fiandaca:

We represent Mul-T-Lock USA, Inc. ("Mul-T-Lock"), which as you know entered into a Mul-T-Lock Locksmith Agreement with Joe's Locksmith on or about May 7, 1998 (the "Agreement") and which remains in effect until terminated by either party within 30 days notice without cause or, with cause, immediately upon notice. A copy of the Agreement is enclosed with this letter.

YOU ARE HEREBY NOTIFIED PURSUANT TO THE TERMS OF THE AGREEMENT THAT JOE'S LOCKSMITH IS IMMEDIATELY TERMINATED AS A MUL-T-LOCK DEALER.

This termination is based on the following breaches of the Agreement by Joe's Locksmith, of which Mul-T-Lock has obtained incontrovertible evidence which includes, but is not limited to:

- Duplicating a Mul-T-Lock key without a key card thus in violation of the locksmith agreement;
- Offering for sale, and selling, counterfeit Mul-T-Lock keys; and
- Duplicating counterfeit Mul-T-Lock keys on a Mul-T-Lock key-cutting machine.

The foregoing actions are serious and incurable breaches of Joe's Locksmith clear and explicit contract with Mul-T-Lock. These acts are not only inexcusable as fundamental failures of basic business ethics and trust between two business firms, but the actions of you or your employees damage Mul-T-Lock's core business of providing reliable, controlled high-security lock products. No less important to Mul-T-Lock, your short-sighted breaches of trust

profoundly undermine the promise made by Mul-T-Lock to its customers who rely on both Mul-T-Lock and its authorized dealers to provide reliable protection to their lives and property.

These interests are not negotiable. For this reason, pursuant to the Agreement, you are required immediately to do the following:

- Immediately cease and desist from selling (1) any Mul-T-Lock merchandise or (2) any keys cut with Mul-T-Lock's proprietary key cutting machine
- Immediately remove all Mul-T-Lock signage and other materials, whether utilized within your premises or otherwise, and arrange to have them collected by a authorized Mul-T-Lock representative
- Immediately gather all genuine Mul-T-Lock products, including all key blanks, in your possession, and arrange to have them collected by a authorized Mul-T-Lock representative
- Arrange for the return of the Mul-T-Lock key cutting machine and, in the meantime, make no further use of it whatsoever
- Immediately transmit a certifiable bank check in the amount of $20,000 to the undersigned as liquidated damages, as set forth in subsection 2(b) of the Agreement. This check should be made out to Mul-T-Lock USA, Inc.
- Preserve (1) all counterfeit merchandise including non Mul-T-Lock key blanks used by Joe's Locksmith to cut keys that open Mul-T-Lock locks and (2) all records of transactions involving counterfeit merchandise. DO NOT DISPOSE OF ANY COUNTERFEIT KEY BLANKS UNDER PENALTY OF LAW.

Mul-T-Lock has authorized this office to take all necessary legal action to enforce its rights under the Agreement. Joe's Locksmith's actions make it subject to serious legal consequences in addition to the termination of the Agreement, including the imposition of financial liability and the entry of an injunction for breach of contract, trademark infringement, patent infringement and, without limitation, other causes of action by the United States District Court. While Mul-T-Lock does not in any way intend to limit its rights by anything written in this letter, your cooperation and compliance with the foregoing will directly inform the extent to which Mul-T-Lock prosecutes its rights against Joe's Locksmith.

Our client requires that you contact this **office in writing by no later than 5:00 pm (EST) on September 12, 2008** to confirm your compliance with the foregoing and to make appropriate arrangements. You may confirm your intention to comply by signing below and faxing or otherwise delivering a copy of this entire letter bearing your signature to this office. You may seek the advice of counsel and have an attorney correspond, or otherwise transmit your confirmation in writing, but in any case your failure to comply by the above deadline subjects you to enforcement action by the U.S. Marshals Office or other law enforcement agency, which may enter your premises by court order and remove the aforementioned items and take other necessary and appropriate action. The risk of costs incurred by such non-voluntary enforcement may fall solely on you.

Upon the return of all the aforementioned items, and consistent with paragraph 13(b) of the Agreement, Mul-T-Lock will provide you with reimbursement for the purchase price of goods actually paid for by you; provided however, that you comply with Mul-T-Lock's reasonable disclosure requests, which may include, but are not limited to: a full accounting of all merchandise purchased by you since the date of the Agreement, and copies of all customer receipts, records and forms, including key records, related to the sale and cutting of Mul-T-Lock products.

Your failure to contact this office and arrange for the return of Mul-T-Lock's merchandise and other property will result in an irrevocable decision by Mul-T-Lock to initiate litigation against you, the result of which may be the imposition of the legal and equitable remedies listed above but also costs and attorneys' fees as well as possible statutory penalties, against Joe's Locksmith, and its principals and employees individually, as set forth in the Agreement.

Very truly yours,

Joel G. MacMull

Enc.

READ AND UNDERSTOOD:

I have read the foregoing and intend to comply with the instructions set forth above. I understand that this is not a settlement of any claims by Mul-T-Lock set forth in the above letter nor an admission of liability. I understand that Mul-T-Lock retains the ability to enforce all its rights in connection with the foregoing.

_____ Dated: September ____, 2008

Mr. Joseph Fiandaca
Joe's Locksmith

EXHIBIT K

HOFFMAN POLLAND & FURMAN, PLLC
Attorneys At Law
220 EAST 42nd STREET, SUITE 435
NEW YORK, NEW YORK 10017
(212) 338-0700
FAX (212) 338-0093
www.HPF-Law.com

September 2, 2008

BY CERTIFIED MAIL / R.R.R.
AND FIRST CLASS MAIL

Mr. Alex Katsnelson
Alexander's Hardware
1606 Avenue M
Brooklyn, NY 11230

Re: Mul-T-Lock USA, Inc. - Corrected

Dear Mr. Katsnelson:

We represent Mul-T-Lock USA, Inc. ("Mul-T-Lock"), which as you know entered into a Mul-T-Lock Locksmith Agreement with Alexander's Hardware on or about April 8, 1998 (the "Agreement") and which remains in effect until terminated by either party within 30 days notice without cause or, with cause, immediately upon notice. A copy of the Agreement is enclosed with this letter.

YOU ARE HEREBY NOTIFIED PURSUANT TO THE TERMS OF THE AGREEMENT THAT ALEXANDER'S HARDWARE IS IMMEDIATELY TERMINATED AS A MUL-T-LOCK DEALER.

This termination is based on the following breaches of the Agreement by Alexander's Hardware, of which Mul-T-Lock has obtained incontrovertible evidence which includes, but is not limited to:

- Duplicating a Mul-T-Lock key without a key card thus in violation of the locksmith agreement;
- Offering for sale, and selling, counterfeit Mul-T-Lock keys; and
- Duplicating counterfeit Mul-T-Lock keys on a Mul-T-Lock key-cutting machine.

The foregoing actions are serious and incurable breaches of Alexander's Hardware's clear and explicit contract with Mul-T-Lock. These acts are not only inexcusable as

fundamental failures of basic business ethics and trust between two business firms, but the actions of you or your employees damage Mul-T-Lock's core business of providing reliable, controlled high-security lock products. No less important to Mul-T-Lock, your short-sighted breaches of trust profoundly undermine the promise made by Mul-T-Lock to its customers who rely on both Mul-T-Lock and its authorized dealers to provide reliable protection to their lives and property.

These interests are not negotiable. For this reason, pursuant to the Agreement, you are required immediately to do the following:

- Immediately cease and desist from selling (1) any Mul-T-Lock merchandise or (2) any keys cut with Mul-T-Lock's proprietary key cutting machine
- Immediately remove all Mul-T-Lock signage and other materials, whether utilized within your premises or otherwise, and arrange to have them collected by a authorized Mul-T-Lock representative
- Immediately gather all genuine Mul-T-Lock products, including all key blanks, in your possession, and arrange to have them collected by a authorized Mul-T-Lock representative
- Arrange for the return of the Mul-T-Lock key cutting machine and, in the meantime, make no further use of it whatsoever
- Immediately transmit a certifiable bank check in the amount of $20,000 to the undersigned as liquidated damages, as set forth in subsection 2(b) of the Agreement. This check should be made out to Mul-T-Lock USA, Inc.
- Preserve (1) all counterfeit merchandise including non Mul-T-Lock key blanks used by Alexander's Hardware to cut keys that open Mul-T-Lock locks and (2) all records of transactions involving counterfeit merchandise. DO NOT DISPOSE OF ANY COUNTERFEIT KEY BLANKS UNDER PENALTY OF LAW.

Mul-T-Lock has authorized this office to take all necessary legal action to enforce its rights under the Agreement. Alexander's Hardware's actions make it subject to serious legal consequences in addition to the termination of the Agreement, including the imposition of financial liability and the entry of an injunction for breach of contract, trademark infringement, patent infringement and, without limitation, other causes of action by the United States District Court. While Mul-T-Lock does not in any way intend to limit its rights by anything written in this letter, your cooperation and compliance with the foregoing will directly inform the extent to which Mul-T-Lock prosecutes its rights against Alexander's Hardware.

Our client requires that you contact this **office in writing by no later than 5:00 pm (EST) on September 12, 2008** to confirm your compliance with the foregoing and to make appropriate arrangements. You may confirm your intention to comply by signing below and faxing or otherwise delivering a copy of this entire letter bearing your signature to this office. You may seek the advice of counsel and have an attorney correspond, or otherwise transmit your confirmation in writing, but in any case your failure to comply by the above deadline subjects you to enforcement action by the U.S. Marshals Office or other law enforcement agency, which may enter your premises by court order and remove the aforementioned items

and take other necessary and appropriate action. The risk of costs incurred by such non-voluntary enforcement may fall solely on you.

Upon the return of all the aforementioned items, and consistent with paragraph 13(b) of the Agreement, Mul-T-Lock will provide you with reimbursement for the purchase price of goods actually paid for by you; provided however, that you comply with Mul-T-Lock's reasonable disclosure requests, which may include, but are not limited to: a full accounting of all merchandise purchased by you since the date of the Agreement, and copies of all customer receipts, records and forms, including key records, related to the sale and cutting of Mul-T-Lock products.

Your failure to contact this office and arrange for the return of Mul-T-Lock's merchandise and other property will result in an irrevocable decision by Mul-T-Lock to initiate litigation against you, the result of which may be the imposition of the legal and equitable remedies listed above but also costs and attorneys' fees as well as possible statutory penalties, against Alexander's Hardware, and its principals and employees individually, as set forth in the Agreement.

Very truly yours,

Joel G. MacMull

Enc.

EXHIBIT L

FIRST·CLASS

First Class Mail

First Class Mail

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

7007 2560 0001 1658 8525

043J83070939
neopost
$6.07º
09/03/2008
Mailed From 10017
US POSTAGE

HOFFMAN POLLAND & FURMAN PLLC
220 E. 42nd STREET, SUITE 435
NEW YORK, NY 10017

TO: ~~Mr. Alex Katsnelson~~
~~Alexander's Hardware~~
~~1606 Avenue M~~
~~Brooklyn, New York~~ [redacted]

Refused 9/4/08

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Alex Katsnelson
Alexander's Hardware
1606 Avenue M
Brooklyn, New York [redacted]

2. Article Number
(Transfer f...

PS Form 3[...]

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee CS

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type 4/2/15
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

102595-02-M-1540

EXHIBIT M

HOFFMAN POLLAND & FURMAN, PLLC
Attorneys At Law
220 EAST 42nd STREET, SUITE 435
NEW YORK, NEW YORK 10017
(212) 338-0700
FAX (212) 338-0093
www.HPF-Law.com

September 8, 2008

VIA FIRST CLASS MAIL

Mr. Alex Katsnelson
Alexander's Hardware
1606 Avenue M
Brooklyn, NY 11230

Re: Mul-T-Lock USA, Inc. – Corrected – Second Attempt

Dear Mr. Katsnelson:

We represent Mul-T-Lock USA, Inc. ("Mul-T-Lock"), which as you know entered into a Mul-T-Lock Locksmith Agreement with Alexander's Hardware on or about April 8, 1998 (the "Agreement") and which remains in effect until terminated by either party within 30 days notice without cause or, with cause, immediately upon notice. A copy of the Agreement is enclosed with this letter.

YOU ARE HEREBY NOTIFIED PURSUANT TO THE TERMS OF THE AGREEMENT THAT ALEXANDER'S HARDWARE IS IMMEDIATELY TERMINATED AS A MUL-T-LOCK DEALER.

This termination is based on the following breaches of the Agreement by Alexander's Hardware, of which Mul-T-Lock has obtained incontrovertible evidence which includes, but is not limited to:

- Duplicating a Mul-T-Lock key without a key card thus in violation of the locksmith agreement;
- Offering for sale, and selling, counterfeit Mul-T-Lock keys; and
- Duplicating counterfeit Mul-T-Lock keys on a Mul-T-Lock key-cutting machine.

The foregoing actions are serious and incurable breaches of Alexander's Hardware's clear and explicit contract with Mul-T-Lock. These acts are not only inexcusable as fundamental failures of basic business ethics and trust between two business firms, but the

actions of you or your employees damage Mul-T-Lock's core business of providing reliable, controlled high-security lock products. No less important to Mul-T-Lock, your short-sighted breaches of trust profoundly undermine the promise made by Mul-T-Lock to its customers who rely on both Mul-T-Lock and its authorized dealers to provide reliable protection to their lives and property.

These interests are not negotiable. For this reason, pursuant to the Agreement, you are required immediately to do the following:

- Immediately cease and desist from selling (1) any Mul-T-Lock merchandise or (2) any keys cut with Mul-T-Lock's proprietary key cutting machine
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Our client requires that you contact this **office in writing by no later than 5:00 pm (EST) on September 12, 2008** to confirm your compliance with the foregoing and to make appropriate arrangements. You may confirm your intention to comply by signing below and faxing or otherwise delivering a copy of this entire letter bearing your signature to this office. You may seek the advice of counsel and have an attorney correspond, or otherwise transmit your confirmation in writing, but in any case your failure to comply by the above deadline subjects you to enforcement action by the U.S. Marshals Office or other law enforcement agency, which may enter your premises by court order and remove the aforementioned items

and take other necessary and appropriate action. The risk of costs incurred by such non-voluntary enforcement may fall solely on you.

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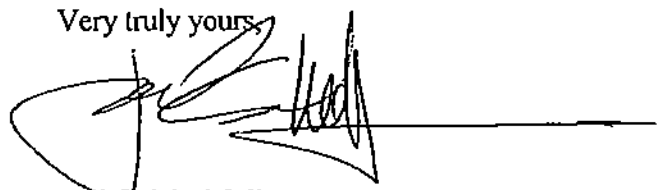
Very truly yours,



Joel G. MacMull

Enc.

READ AND UNDERSTOOD:

I have read the foregoing and intend to comply with the instructions set forth above. I understand that this is not a settlement of any claims by Mul-T-Lock set forth in the above letter nor an admission of liability. I understand that Mul-T-Lock retains the ability to enforce all its rights in connection with the foregoing.

_____ Dated: September _____, 2008
Mr. Alex Katsnelson
Alexander's Hardware