



SCHEDULE A

Schedule A to a Trademark Assignment of Security dated June 15, 1998, by and between Todd Power Corporation and IBJ Schroder Business Credit Corporation, as Agent.

<u>SERIAL NO.</u>	<u>REG. OR FILING DATE</u>	<u>MARK</u>
72-267,367	_____	Power Sensors
72-267,365	_____	Planarpower

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, Todd Power Corporation, a corporation formed under the laws of the State of New York, located at 50 Enjay Boulevard, Brentwood, NY 11717 ("Company"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company is obligated to IBJ Schroder Business Credit Corporation ("Lender") located at One State Street, New York, NY 10004, pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof, between Lender, Company and Todd Products Corp. and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Company in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Company is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Company expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
June 15, 1998

Witness:


  
\_\_\_\_\_

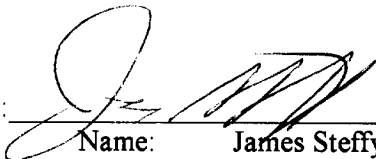
TODD POWER CORPORATION

By:   
Name: Andrew Hauser  
Title: Chief Financial Officer

IBJ SCHRODER BUSINESS CREDIT CORPORATION, as Agent

Witness:

  
\_\_\_\_\_

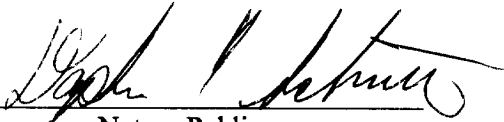
By:   
Name: James Steffy  
Title: Vice President

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK)

On this 15<sup>th</sup> day of June, 1998, before me personally came Andrew Hauser, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of Todd Power Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

  
Notary Public

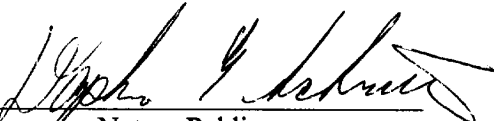
DAPHNE E. SCHMITT  
Notary Public, State of New York  
No. 5008515  
Qualified in Onondaga County  
My Commission Expires February 22, 1999

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK)

On this 15<sup>th</sup> day of June, 1998, before me personally came James Steffy, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of IBJ Schroder Business Credit Corporation, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.

  
Notary Public

DAPHNE E. SCHMITT  
Notary Public, State of New York  
No. 5008515  
Qualified in Onondaga County  
My Commission Expires February 22, 1999