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U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

AUG 3 1998

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Wells Electronics, Inc.

12-26-97

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Indiana

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet National Bank

DBA/AKA/TA _____

Composed of _____

Address (line 1) One Federal Street

Address (line 2) _____

Address (line 3) Boston
City

Massachusetts / USA
State/Country

02110
Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/06/1998 TTUW11 06000103 206449

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
325.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text"/>	<input type="text" value="See attached"/>
<input type="text"/>	<input type="text" value="Schedule A"/>
<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

CONDITIONAL ASSIGNMENT OF TRADEMARKS

WELLS ELECTRONICS, INC.

SCHEDULE A

Registered Marks

<u>Trademark/Service mark</u>	<u>Registration Number</u>	<u>Office in which Filed</u>
WELCON	206,449	Canada
WELCON	1,238,086	France
WELCON	293508	Italy
WE and Design	302347	Korea
WELLS ELECTRONICS	302346	Korea
WELCON	6325/84	Singapore
WELCON	1,013,586	United Kingdom
HI-RISE	1,178,922	United States
LO-RISE	1,197,178	United States
MID-RISE	1,197,179	United States
PRO-ZIF	1,283,223	United States
VIP	1,212,219	United States
WE and Design (stylized)	1,943,173	United States

Pending Applications

<u>Trademark/Service mark</u>	<u>Serial Number</u>	<u>Office in which Filed</u>
WELCON	5908/84	Malaysia

0352178.01

CONDITIONAL TRADEMARK COLLATERAL ASSIGNMENT

THIS CONDITIONAL TRADEMARK COLLATERAL ASSIGNMENT dated as of December 24, 1997, by and between WELLS ELECTRONICS, INC., an Indiana corporation, with a principal place of business at 52940 Olive Road, South Bend, Indiana ("Assignor") and FLEET NATIONAL BANK, a national banking association organized under the laws of the United States having an office at One Federal Street, Boston, Massachusetts 02110 ("Assignee"), as Agent for itself and each of the other Lenders who are now or hereafter become parties to the hereinafter defined Loan Agreement.

WHEREAS, pursuant to the terms of that certain Loan Agreement dated as of the date hereof between PCD Inc., a Massachusetts corporation (the "Principal Debtor"), Assignee and the Lenders (as the same may be amended from time to time, the "Loan Agreement"), Assignee and the Lenders have agreed to make loans to Principal Debtor in an aggregate principal amount not to exceed \$90,000,000.00, as evidenced by that certain Term Note A, Term Note B and Revolving Credit Note of Principal Debtor dated as of the date hereof; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Loan Agreement; and

WHEREAS, Principal Debtor owns 100% of the issued and outstanding capital stock of Assignor; and

WHEREAS, Assignor has, as of the date hereof, executed and delivered to Assignee that certain Unlimited Guaranty pursuant to which Assignor has guaranteed payment and performance of all of the Obligations of Principal Debtor (as such term is defined in the Loan Agreement) (the "Guaranty"); and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith by and between Assignor and Assignee (as amended from time to time, the "Security Agreement"), Assignor has concurrently granted to Assignee a security interest in all of Assignor's assets to secure its obligations to Assignee and/or the Lenders under the Guaranty; and

WHEREAS, to evidence and perfect the rights of Assignee as grantee of a security interest that has attached in certain of said assets as described below, Assignor has executed and delivered to Assignee this Conditional Trademark Collateral Assignment.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN, Assignor does hereby conditionally collaterally assign and grant unto Assignee all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each trademark and servicemark (whether registered or unregistered), and each registration thereof, and each trademark and servicemark registration application (whether federal or state, and whether foreign or domestic) owned by Assignor, including, without limitation, each such trademark, servicemark or trademark or servicemark registration application set forth on Schedule A, attached hereto and incorporated herein by reference;

(ii) all products and proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in the Assignee's own name and for its own use and behoove; and

(iii) the goodwill of Assignor's business symbolized by each of the foregoing;

(all of the foregoing, individually and collectively, the "Trademarks").

PROVIDED, HOWEVER, THAT ASSIGNOR'S RIGHTS IN THE TRADEMARKS SHALL CONTINUE UNTIL, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS OR RIGHTS WITH RESPECT TO THE TRADEMARKS UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE TRADEMARKS ONLY UPON, SATISFACTION OF THE FOLLOWING CONDITIONS SUBSEQUENT:

(a) The occurrence and continuation of an Event of Default as defined in the Loan Agreement; or

(b) The exercise by Assignee of any or all of its rights or remedies under the Security Agreement in respect of the Trademarks.

1. Assignor does hereby acknowledge, affirm and represent that

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(ii) that nothing in this Conditional Trademark Collateral Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all registered (state, federal and international) trademarks and servicemarks in which Assignor has any interest and (b) all applications pending in the U.S. Patent and Trademark Office or other like office for registration of trademarks and servicemarks in which Assignor has any interest.

(iv) the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part by a court of competent jurisdiction.

(v) each of the registered Trademarks is valid and enforceable.

(vi) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the registered Trademarks, free and clear of any Liens, including, without limitation, licenses and covenants by Assignor not to sue third persons, except as permitted under the Loan Agreement.

2. Assignor covenants that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without the Assignee's prior written consent.

3. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any additional registered trademarks or servicemarks, or become entitled to the benefit of any registration applications for trademarks or servicemarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to the Assignee prompt notice thereof in writing.

4. Assignor shall indemnify, defend and hold Assignee, its affiliates and their respective directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed, incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment.

5. Assignor authorizes the Assignee to modify this Assignment by amending Schedule A to include any future registered trademarks, servicemarks, or trademark or servicemark applications in which Assignor may acquire an interest.

6. At such time as Assignor shall completely and finally satisfy all of the Obligations, the Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to the Security Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor has caused this Conditional Trademark Collateral Assignment to be duly executed by its duly authorized officer as of the date first set forth above.

WELLS ELECTRONICS, INC.

By: Maughese
Title: Treasurer

FLEET NATIONAL BANK
as Agent for itself and the other Lenders

By: Thomas W. Davies
Thomas W. Davies
Senior Vice President