

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARK FEE PROCESS
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

5.10.99

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

1. Name of conveying party(ies): BC Components, 1999 MAY 10 P 3-18
Holdings B.V.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- Netherlands
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Chase
Manhattan International Limited
Internal Address:
Street Address: 125 London Wall
City: London Country: England ZIP: EC2Y 5AJ
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement (supple Change of Name
 Other
Execution Date: 4/29/99

4. Application number(s) or registration number(s): 11
A. Trademark Application No.(s) see attached
Additional numbers attached? Yes No

B. Trademark registration No.(s) see attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Clifford Chance
Internal Address: Patricia Del Rio, L.A.
Street Address: One New York Plaza
City: NY State: NY ZIP: 10004

6. Total number of applications and registrations involved: 11
7. Total fee (37 CFR 3.41): \$ 2900
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
PATRICIA M. DEL RIO Patricia M. Del Rio 5/5/99
Name of Person Signing Signature Date
Total number of pages comprising cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)
Do not detach this portion
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

05/25/1999 MTHAI1 00000091 0693448

05-26-1999

01 FC:481 40.00 OP
02 FC:482 250.00 OP



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TRADEMARK
REEL: 001901 FRAME: 0580

**Schedule 2-A to the SUPPLEMENT TO SENIOR INTELLECTUAL PROPERTY
SECURITY AGREEMENT
TRADEMARKS**

Nature of Interest	Registered Trade Marks	Number	Property Covered DD MM YY	Date Registered	Country of Registration
Owner	PEC	0693448	Electrical units having a circuit directly bonded to the surface of a ceramic body	23.02.60	USA
Owner	ULTRA-KAP	0732410	Ceramic capacitors	05.06.62	USA
Owner	CENTRAL LAB	0204006	Radio signalling apparatus and parts thereof, comprising condensers, grid leaks, potentiometers, rheostats, vacuum tube detectors, switch arms and levers, transformers and tuners	06.10.25	USA
Owner	GAP-KAP	0829718	Electronic devices- namely, voltage surge protection devices, spark gap type devices, and capacitors	06.06.67	USA
Owner	BEYSCHLAG	1171062	Electrical resistors	29.09.81	USA
Owner	SPACE MISER	1284168	Resistors	03.07.84	USA
Owner	MICRO-PAK	1376652	Reels upon which carrier tapes of electronic components are wound	31.12.85	USA
Owner	MONO-AXIAL	1549850	Conformally coated axial leaded ceramic capacitors	01.08.89	USA
Owner	MONO-GLASS	1214725	Ceramic capacitors	10.08.82	USA
Owner	MONO-KAP	1034506	Electrical components- namely, capacitors	24.02.76	USA
Owner	MONO-PAK	1197164	Ceramic capacitors	02.11.82	USA

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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS

- (A) **BC COMPONENTS, HOLDINGS B.V.**, a Netherlands corporation (herein referred to as "**Debtor**"), having an address at Building BF-1, Hurksestraat 19, P.O. Box 19, 5600 MD, Eindhoven, The Netherlands, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and
- (B) Chase Manhattan International Limited, as Security Agent, Chase Manhattan plc and CIBC Wood Gundy plc, as Senior Arrangers, Chase Manhattan International Limited, as Senior Agent, the Hedge Counterparties, the Senior Lenders named therein, the Mezzanine Lenders named therein and others are parties to an Intercreditor Deed dated January 14, 1999 (as such deed may be amended, modified, supplemented or restated from time to time, the "**Intercreditor Deed**") pursuant to which the Security Agent has been appointed and is serving as trustee for the "**Beneficiaries**" listed therein;
- (C) Debtor has entered into a Intellectual Property Security Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Intellectual Property Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Security Agent for its benefit and the ratable benefit of the Senior Beneficiaries and the Mezzanine Beneficiaries (each as defined in the Intellectual Property Security Agreement); and
- (D) Pursuant to the Intellectual Property Security Agreement, Debtor has granted to the Security Agent a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Debtor against third parties for infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Intellectual Property Security Agreement);

NOW, THEREFORE

For good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further confirm, and put on the public record, its grant to the Security Agent of a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Debtor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Intellectual Property Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Agent's address is at 125 London Wall, London EC2Y 5AJ, England.

IN WITNESS WHEREOF

Debtor has duly executed or caused this Supplement to the Intellectual Property Security Agreement to be duly executed as of April 29, 1999

BC COMPONENTS HOLDINGS B.V.

By: 
Name: M. SEVEANS
Title: DIRECTOR