

07-23-1999

ET

Docket No.:

.Y

4229-G-7



101099625

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

BHF-Bank Aktiengesellschaft

- Individual(s)
- General Partnership
- Corporation-State
- Other German Joint Stock Corp.
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

7-21-99

- Assignment
- Security Agreement
- Other Amendment to Credit Agreement and Senior Subordinated Loan Agreement
- Merger
- Change of Name

Execution Date: May 5, 1999

2. Name and address of receiving party(ies):

Name: BHF (USA) Capital Corp.

Internal Address: _____

Street Address: 590 Madison Avenue

City: New York State: NY ZIP: 10022

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule
A (Attached)

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ronald E. Brown

Internal Address: Kane, Dalsimer, Sullivan, Kurucz, Levy,
Eisele and Richard, LLP

Street Address: 711 Third Avenue

20th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:.....

19

7. Total fee (37 CFR 3.41):.....\$ \$615.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

490E

11-0215 (Order No. 4229-G-7)

07/22/1999 MTHA11 00000258 554294

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 450.00 OP

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.

Ronald E. Brown

Name of Person Signing

Signature

0400082944
MTHA11
07/22/1999
CHECK Refund Total: \$125.00

July 19, 1999
Date

Total number of pages including cover sheet, attachments, and

SCHEDULE A

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
SWITCHCRAFT	554,294
MINI MIX	691,594
Miscellaneous Design	711,144
MICRO-PLUG	817,302
SWITCHCRAFT INC (stylized)	961,345
TT-JAX	1,003,919
LITTEL PLUG	1,005,515
TT	1,005,517
MICRO-JAX	1,007,058
HI-D	1,007,563
HI-D	1,007,564
LITTEL JAX	1,011,835
LITTEL SWITCH	1,011,836
TINI JAX	1,013,801
S and design	1,307,813
Q-G	1,469,668
TINI-PLUG	1,476,712
TINI "QG"	1,512,516
EN3	2,046,006

AMENDMENT NO. 3 TO

CREDIT AGREEMENT

and

SENIOR SUBORDINATED LOAN AGREEMENT

among

SWITCHCRAFT, INC.

an Illinois corporation
(as surviving entity of a merger between
Switchcraft, Inc. and Switchcraft Acquisition, Inc.),

**THE LENDERS FROM TIME
TO TIME PARTIES HERETO**

and

BHF-BANK AKTIENGESELLSCHAFT,
as Lender and Administrative Agent,

and

BHF (USA) CAPITAL CORPORATION

As of May 5, 1999

**AMENDMENT NO. 3 TO CREDIT AGREEMENT AND SENIOR
SUBORDINATED LOAN AGREEMENT**

This Amendment No. 3 to Credit Agreement (as defined below) and Senior Subordinated Loan Agreement (as defined below) (this "**Amendment**") dated as of May 5, 1999 is made by and among SWITCHCRAFT, INC. (the surviving entity of a merger between Switchcraft Acquisition, Inc. and Switchcraft, Inc.), an Illinois corporation (the "**Borrower**"), FIRST SOURCE FINANCIAL LLP, SANWA BUSINESS CREDIT CORPORATION, SUNTRUST BANK ATLANTA, KEY CORPORATE CAPITAL, INC. (each a "**Lender**," and together with BHF (acting in the capacity of a Lender) and any further lenders from time to time party hereto, collectively, the "**Lenders**"), BHF-BANK AKTIENGESELLSCHAFT, as a Lender, as Administrative Agent and as Collateral Agent ("**BHF**"), SWITCHCRAFT HOLDINGS, INC., a Delaware corporation, as guarantor (the "**Guarantor**") and BHF (USA) Capital Corporation ("**BHFCC**").

WHEREAS, the Borrower and BHF (in its capacity as Administrative Agent and Lender) entered into, and the other Lenders later joined that certain CREDIT AGREEMENT dated as of December 31, 1997 (as amended to date, the "**Credit Agreement**") and that certain SENIOR SUBORDINATED LOAN AGREEMENT dated as of December 31, 1997 (as amended to date, the "**Subordinated Agreement**," together with the Credit Agreement, collectively the "**Agreements**") and other Credit Documents, pursuant to which BHF and the Lenders made available to the Borrower loans in the aggregate amount of \$61,500,000;

WHEREAS, in connection with the assignment by BHF of its rights, powers, duties and obligations under the Agreements and the other Credit Documents to BHFCC and in order to effectuate certain related amendments to the Agreements and other Credit Documents related thereto, the parties hereto have agreed to amend the Agreements and related Credit Documents as provided for herein; and

WHEREAS, capitalized terms used but not defined herein shall have the meaning specified in the Agreements, as amended to date.

NOW THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I. AMENDMENTS

1. In **Section 10** of the Credit Agreement the definition of "BHF" shall be deleted in its entirety and restated to read as follows:

"BHFCC" shall mean BHF (USA) Capital Corporation.

2. In **Section 9** of the Subordinated Agreement the definition of "BHF" shall be deleted in its entirety and restated to read as follows:

"BHFCC" shall mean BHF (USA) Capital Corporation.

II. AGREEMENTS

1. The Borrower, the Lenders and the Guarantor hereby acknowledge and agree as of the Effective Date (as defined below) as follows:

A. The Borrower, the Lenders and the Guarantor hereby consent to the assignment by BHF to BHFCC of all of BHF's rights, powers, duties and obligations heretofore vested in BHF under the Agreements and the related Credit Documents. The Borrower, the Lenders and the Guarantor hereby discharge and release BHF from all such duties and obligations. BHF, the Borrower, the Lenders, the Guarantor and BHFCC acknowledge and agree that BHF shall have no further rights, powers, duties or obligations in respect of the Agreements and the related Credit Documents, but rather that all of such rights, powers, duties and obligations will be vested in BHFCC.

B. All references in the Agreements and the related Credit Documents to "BHF-BANK Aktiengesellschaft" or "BHF" or words of like effect shall be references to "BHFCC" or "BHF (USA) Capital Corporation".

C. In connection with Section 12.03 of the Credit Agreement and Section 11.03 of the Subordinated Agreement, all notices to BHFCC shall be sent to the address and numbers specified in Appendix I attached hereto. Payments to BHFCC shall be sent to the account specified in Appendix II attached hereto.

2. Each of the Borrower and the Guarantor hereby agrees that, from and after the Effective Date, upon the reasonable request of BHFCC, it shall execute, acknowledge and deliver such further instruments of conveyance and assurance and do such other things as may be required for more fully and certainly vesting and confirming in BHFCC all of the rights, powers, duties and obligations of BHF under the Agreements and the related Credit Documents. Without limiting the generality of the foregoing, the Borrower and the Guarantor will execute and deliver to BHF and BHFCC any amendments to or assignments of the Notes, Security Documents, Additional Security Documents, any patent and trademark security agreements, UCC financing statements, insurance

certificates, warrants and any other documents that BHFCC deems reasonably necessary to effectuate the foregoing.

III. REPRESENTATIONS AND WARRANTIES

The Borrower, the Lenders and the Guarantor, each as to itself, hereby represents and warrants as follows:

1. The execution, delivery and performance by the Borrower, the Lenders and the Guarantor of this Amendment (a) are within such party's corporate power; (b) have been duly authorized by all corporate and shareholder or other necessary action; (c) are not in contravention of any provision of such party's certificate of incorporation or bylaws or other documents of organization; (d) do not violate any law or regulation, or any order or decree of any Governmental Agency; and (e) do not conflict with or result in the breach or termination of, constitute a default under or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which such party is a party or by which such party or any of its respective property is bound;

2. This Amendment has been duly executed and delivered by the Borrower, the Lenders and the Guarantor and constitutes the legal, valid and binding obligation of such parties, enforceable against each such party in accordance with its terms except as the enforceability hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies in general; and

IV. GUARANTOR'S CONSENT

The undersigned Guarantor, in its capacity as the Guarantor under the Holdings Guaranty (the "Guaranty") hereby agrees and consents to the amendments as set forth herein and hereby ratifies and confirms the Guaranty in all respects, after giving effect to the amendments set forth herein.

V. MISCELLANEOUS

1. This Amendment shall become effective as of 5:00 p.m. Eastern Standard Time on June 18, 1999 unless, on or before such date, BHF has given notice to the Borrower substantially in the form attached hereto as Appendix III, in which case this Amendment shall become effective as specified in the notice (the "Effective Date").

2. On or before the Effective Date, (a) all Letters of Credit issued by BHF under the Credit Agreement and which are outstanding on the Effective Date, will be transferred internally on the books and records of BHF to the head office of BHF-BANK Aktiengesellschaft or to one of its other branches and (b) BHFCC shall add its confirmation to such Letters of Credit, pursuant to which drawings under such Letters of Credit may be effected at the offices of BHFCC or such head office or such other branch (as the case may be), in the relevant beneficiary's discretion. BHF or BHFCC shall so notify the beneficiaries of such Letters of Credit.

3. BHF and BHFCC hereby agree and affirm that pursuant to an assignment and assumption agreement to be entered into by BHF and BHFCC on or prior to the Effective Date, as of the Effective Date, BHF will assign to BHFCC, and BHFCC will assume from BHF, all of BHF's rights, powers, duties and obligations heretofore vested in BHF under the Agreements and the related Credit Documents.

4. Each of the undersigned other than the Lenders (the "**Parties**"), acknowledges and confirms to BHFCC and the Lenders that the Agreements and each related Credit Document to which it is a party shall remain in full force and effect and shall continue to evidence, secure or otherwise guarantee and support the obligations owing by the Borrower to the Lenders pursuant thereto, as hereby amended, and the Notes delivered in accordance with the Agreements.

5. Each of the Parties acknowledges and reaffirms that (i) the Liens granted to the Collateral Agent for the benefit of the Lenders under the Security Documents and the Additional Security Documents remain in full force and effect and shall continue to secure the obligations of the Borrower and the Guarantor arising under the Agreements, as hereby amended, and related Credit Documents, and (ii) the validity, perfection or priority of the Liens will not be impaired by the execution and delivery of this Amendment.


6. All references in the Credit Documents to the Agreements shall, as of the Effective Date, be deemed to refer to the Agreements, as amended by this Amendment, *mutatis mutandis*.

7. This Amendment may be executed in any number of counterparts, including by telecopy, and by the various parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

8. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto, in their respective capacities under the agreements to which they are a party, by their officers duly authorized, have executed this Amendment as of the date first above written.

SWITCHCRAFT, INC.

By: 

Name: David K. Dunmead
Title: Vice President

BHF-BANK AKTIENGESELLSCHAFT
Individually and as
Administrative Agent

By: _____

Name: Thomas J. Leissl
Title: Vice President

By: _____

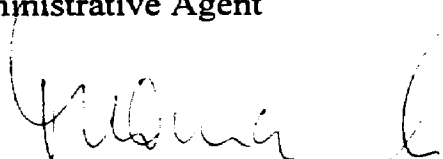
Name: Stephen B. Shelton
Title: Vice President

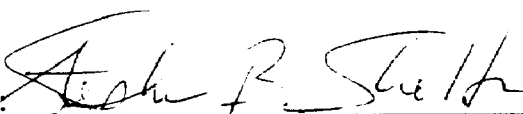
IN WITNESS WHEREOF, the parties hereto, in their respective capacities under the agreements to which they are a party, by their officers duly authorized, have executed this Amendment as of the date first above written.

SWITCHCRAFT, INC.


By: _____
Name: David K. Dunmead
Title: Vice President

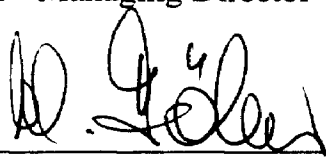
BHF-BANK AKTIENGESELLSCHAFT
Individually and as
Administrative Agent

By:  _____
Name: Thomas J. Leissl
Title: Vice President

By:  _____
Name: Stephen B. Shelton
Title: Vice President

BHF (USA) CAPITAL CORPORATION

By: 
Name: Burkhard Frankenberger
Title: Managing Director

By: 
Name: Wolfgang Boeker
Title: Treasurer

SWITCHCRAFT HOLDINGS, INC.,
as Guarantor

By: _____
Name: David K. Dunmead
Title: Vice President

FIRST SOURCE FINANCIAL, LLP
By First Source Financial, Inc., its Manager

By: _____
Name: John P. Thacker
Title: Senior Vice President

FLEET BUSINESS CREDIT
CORPORATION
(f/k/a Sanwa Business Credit Corporation)


By: _____
Name: Katherine L. Lane
Title: Vice President

BHF (USA) CAPITAL CORPORATION

By: _____
Name: Burkhard Frankenberger
Title: Managing Director

By: _____
Name: Wolfgang Boeker
Title: Treasurer

SWITCHCRAFT HOLDINGS, INC.,
as Guarantor

By: 
Name: David K. Dunmead
Title: Vice President

FIRST SOURCE FINANCIAL, LLP
By First Source Financial, Inc., its Manager

By: _____
Name: John P. Thacker
Title: Senior Vice President

SANWA BUSINESS CREDIT
CORPORATION

By: _____
Name: Peter L. Skavla
Title: Vice President

BHF (USA) CAPITAL CORPORATION

By: _____

Name: Burkhard Frankenberger
Title: Managing Director

By: _____

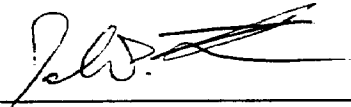
Name: Wolfgang Boeker
Title: Treasurer

SWITCHCRAFT HOLDINGS, INC.,
as Guarantor

By: _____

Name: David K. Dunmead
Title: Vice President

FIRST SOURCE FINANCIAL LLP
By First Source Financial, Inc., its Manager

By:  _____

Name: John P. Thacker
Title: Senior Vice President

SANWA BUSINESS CREDIT
CORPORATION

By: _____

Name: Peter L. Skavla
Title: Vice President

BHF (USA) CAPITAL CORPORATION

By: _____
Name: Burkhard Frankenberger
Title: Managing Director

By: _____
Name: Wolfgang Boeker
Title: Treasurer

SWITCHCRAFT HOLDINGS, INC.,
as Guarantor

By: _____
Name: David K. Dunmead
Title: Vice President


FIRST SOURCE FINANCIAL, LLP
By First Source Financial, Inc., its Manager

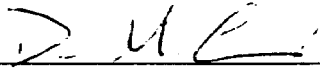
By: _____
Name: John P. Thacker
Title: Senior Vice President

FLEET BUSINESS CREDIT
CORPORATION
(f/k/a Sanwa Business Credit Corporation)

By: Katherine L. Lane
Name: Katherine L. Lane
Title: Vice President

SUNTRUST BANK, ATLANTA,

By: 
Name: Susan Hall
Title: Vice President

By: 
Name: Bruce F. Sowalskie
Title: Vice President

KEY CORPORATE CAPITAL, INC.

By: _____
Name: Bruce F. Sowalskie
Title: Vice President

SUNTRUST BANK, ATLANTA,

By: _____

Name: Susan Hall

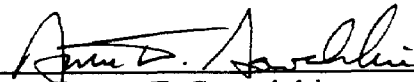
Title: Vice President

By: _____

Name:

Title:

KEY CORPORATE CAPITAL, INC.

By:  _____

Name: Bruce F. Sowalskie

Title: Vice President

ADDRESS FOR NOTICES

TO: BHF (USA) CAPITAL CORPORATION

590 Madison Avenue
New York, New York 10022

Telecopier: (212) 756-5536
Attention: Thomas J. Leissl

329389.2
02625-00014

**ACCOUNT INFORMATION FOR
BHF (USA) CAPITAL CORPORATION**

ACCOUNT INFORMATION FOR
BHF (USA) CAPITAL CORPORATION

ABA #: 021-000-018
Bank Name: Bank of New York
City: New York, New York
Account Name: BHF (USA) Capital Corporation
Account Number: 890-0388-935

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02625-00014

FORM OF NOTICE TO BORROWER

To: NAME OF BORROWER
ADDRESS OF BORROWER

Reference is made to the Amendment to Credit Agreement and Senior Subordinated Loan Agreement dated as of May 5, 1999 (the "Amendment"), by and among BHF-BANK Aktiengesellschaft ("BHF"), BHF (USA) Capital Corporation ("BHFCC"), the lenders from time to time party thereto and Switchcraft, Inc. (the "Borrower") in connection with the Credit Agreement, dated as of December 31, 1997 (the "Credit Agreement") and the Senior Subordinated Loan Agreement, dated as of December 31, 1997 (the "Subordinated Agreement"), both among BHF, the Lenders from time to time party thereto and the Borrower.

Notice is hereby given in accordance with the Amendment that effective as of ____ m. Eastern Standard Time on [_____, 1999] (the "Effective Date"), BHF has assigned to BHFCC of all of its rights, powers, duties and obligations under the Credit Agreement and the Subordinated Agreement and BHFCC has accepted and assumed such rights, powers, duties and obligations.

BHF-BANK AKTIENGESELLSCHAFT

By: _____
Name:
Title:

By: _____
Name:
Title:

SUBORDINATED TRADEMARK SECURITY AGREEMENT

WHEREAS, Switchcraft, Inc., an Illinois corporation (herein referred to as "Grantor"), owns the Marks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, certain lenders and BHF-Bank Aktiengesellschaft, as Administrative Agent and Arranger for such lenders (the "Lenders") are parties to a Senior Subordinated Loan Agreement of even date herewith (as the same may be amended from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Subordinated Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and BHF-Bank Aktiengesellschaft, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Agreement and the other Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Mark, including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor

243743.1
2625-0002

against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including, without limitation, those relating to subordination) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Subordinated Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31st day of December 1997.

SWITCHCRAFT, INC.


By 

R. Scott Schafler
Vice President

Acknowledged:
BHF-Bank Aktiengesellschaft,
as Collateral Agent

By 

Thomas J. Leissl
Vice President



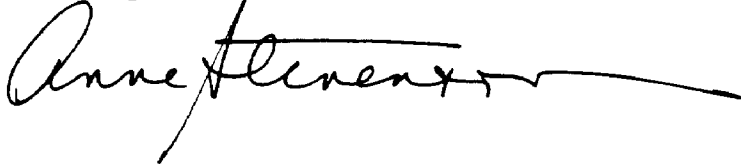
Stephen B. Shelton
Vice President

243743.1
2825-0002

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On the 30th day of December, 1997, before me personally came R. Scott Schafler, to me personally known to me the person described in and who executed the foregoing instrument as Vice President of Switchcraft, Inc., who being by me duly sworn, did depose and say that he is a Vice President of Switchcraft, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



[Seal]

My commission expires:

ANNE STEVENSON
Notary Public, State of New York
No. 01ST5079491
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 9, 99

243743.1
2625-0002

Schedule 1
to Trademark
Security Agreement

243743.1
2625-0002

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Switchcraft®	524,294	1/29/52
Switchcraft® (Canada)	125,168	1/26/62
Switchcraft® (Korea)	13866/89 (abandoned)	6/02/89
Switchcraft® (Japan)	697,805(abandoned)	2/4/66
Switchcraft logo	961,345	12/3/66
Switchcraft (symbol)	1307813	11/21/83
Multi-Switch®	848,915(abandoned)	5/14/68
Multi-Switch® (Canada)	203,264	11/22/74
Mini-Mix®	691,594	1/19/60
Micro-Plug®	817,302	11/2/62
TT-Jax®	1,003919	2/4/75
TT-Plug®	1,005,517	2/25/75
Littel-Plug®	1,005,515	2/25/75
Micro-Jax®	1,007,058	3/18/75
Hi-D Switch®	1,007,563	3/25/75
Hi-D Jax®	1,007,564	3/25/75
Orcon®	832,132(abandoned)	7/18/67
Orcon®(France)	45864(abandoned)	6/21/68
Littel-Jax®	1,011,835	5/27/75
Littel-Switch®	1,011,836	5/27/75
Tini-Plug®	1,032,875(abandoned)	2/10/76
Tini-Plug®	1,476,712	2/16/88
Tini-Jax®	1,013,801	6/17/75
DW (application)	57,647	7/14/75
Concentric Circles	711,144	2/14/61
Q-G® (abandoned)	1,146,626	2/3/87
Q-G®	1,469,668	12/22/87
Tini Q-G®	1,512,516	11/15/88
EN3®	02046006	3/18/97

Pending Trademarks

280 Dry™	4/23/96*
SWC™	4/11/96*

Pending Service Mark

Switchcraft® Consistently Excellent Since 1946	4/11/96*
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*applied for but not filed due to Corporate clerical error. Process restarted 10/9/97