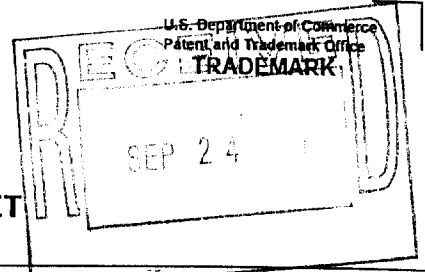


09-27-1999



101154016

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



MRO9-24-99

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
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

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.)

FOR OFFICE USE ONLY

09/27/1999 MTHA11 00000049 1520706

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40.00 CP

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

TRADEMARK  
REEL: 001965 FRAME: 0782

**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)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1520706"/>	<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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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: #

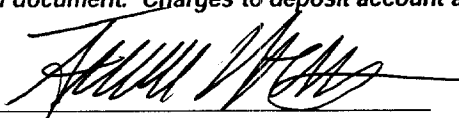
Authorization to charge additional fees: Yes  No

**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.

Frank S. Hamblett

Name of Person Signing



Signature

9/20/99

Date Signed

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS)(this "**Agreement**") is made as of September 16, 1999, by and between CARLO GAVAZZI, INC., a Massachusetts corporation (together with its successors and assigns, "**CGI**") and FLEET NATIONAL BANK, a national banking association (together with its successors and assigns, the "**Lender**").

All capitalized terms not defined herein but defined in the Security Agreement, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Security Agreement**") by and among (a) CGI, (b) all of the Subsidiaries of CGI which are now, or may hereafter become, parties thereto, in accordance with the provisions contained therein (CGI, together with all of its Subsidiaries, are hereinafter sometimes referred to collectively as the "**Borrowers**" and each singly as a "**Borrower**") and (c) the Lender, shall have the meanings given to such terms in the Security Agreement.

Preliminary Statements:

WHEREAS, the Borrowers have requested that the Lender enter into the Credit Agreement and to make certain Extensions of Credit to or for the benefit of the Borrowers, as provided for therein; and

WHEREAS, CGI owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Marks**"); and

WHEREAS, in order to induce the Lender to enter into the Credit Agreement and to make such Extensions of Credit to or for the benefit of the Borrowers, and as a supplement to the Security Agreement, the Lender has requested, and CGI has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Lender to enter into the Credit Agreement and to make such Extensions of Credit to or for the benefit of the Borrowers, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CGI hereby agrees with the Lender as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, CGI does hereby grant to the Lender a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of CGI and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with the terms and provisions of the Security Agreement.

2. CGI and the Lender hereby expressly acknowledge and agree that all of the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

CARLO GAVAZZI, INC.

[Signature]  
Name: Michael Russell

By: [Signature] PRESIDENT  
Jeffrey S. Russell, President

WITNESS:

FLEET NATIONAL BANK

[Signature]  
Name:

By: [Signature], AVP  
Craig G. Nutbrown, Assistant Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

September 16, 1999

Then personally appeared the above-named Jeffrey S. Russell as President of Carlo Gavazzi, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Carlo Gavazzi, Inc., before me.

[Signature]  
Notary Public  
My commission expires: 8/24/2001  
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

September 16, 1999

Then personally appeared the above-named Craig G. Nutbrown as Assistant Vice President of Fleet National Bank, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Fleet National Bank, before me.

[Signature]  
Notary Public  
My commission expires: 8/24/2001  
[AFFIX NOTARIAL SEAL]

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SECURITY AGREEMENT (TRADEMARKS)

by and between

CARLO GAVAZZI, INC.  
(“CGI”)

and

FLEET NATIONAL BANK  
(the “Lender”)

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List of U.S. Registered Trademarks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by CGI:

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>
MUPAC	73-736367	1520706	1/17/89