

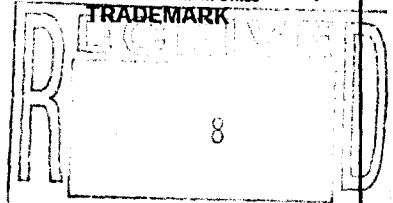
11-03-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 10/28/99

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
9 30 99

Conveying Party

Mark if additional names of conveying parties attached

Name Carlo Gavazzi Mupac, Inc.

Execution Date
Month Day Year
9 30 99

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 Fleet National Bank

DBA/AKATA _____

Composed of _____

Address (line 1) One Federal Street

Address (line 2) _____

Address (line 3)

Boston

City

Massachusetts

State/Country

02110

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

Other National Banking Association

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.)

11/02/1999 DNGUYEN 00000223 1520706

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40.00 OP

FOR OFFICE USE ONLY

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: 001984 FRAME: 0139

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

10/25/99

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS)(this "**Agreement**") is made as September 30, 1999, by and between CARLO GAVAZZI MUPAC, INC., a Massachusetts corporation (together with its successors and assigns, "**CGMI**") 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 as of September 16, 1999 (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Security Agreement**") by and among (a) CGMI, (b) all of the Subsidiaries of CGMI which are now, or may hereafter become, parties thereto, in accordance with the provisions contained therein (CGMI, 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, CGMI, which 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**"), has recently changed its legal name from "Carlo Gavazzi, Inc." to "Carlo Gavazzi Mupac, Inc.;" and

WHEREAS, the Borrowers have requested that the Lender continue to make certain Extensions of Credit to or for the benefit of the Borrowers (including CGMI), as provided for in the Credit Agreement; and

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

NOW, THEREFORE, in order to induce the Lender to continue to make such Extensions of Credit to or for the benefit of the Borrowers (including CGMI), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CGMI 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, CGMI 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 CGMI 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. CGMI 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 MUPAC, INC.

[Signature]
Name:

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

WITNESS:

FLEET NATIONAL BANK

[Signature]
Name:

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

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

October 4, 1999

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

[Signature]
Notary Public
My commission expires: *April 30, 2004*
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

October 25, 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 *Patr. via Coedher,*
My commission expires: *11/2/01*
[AFFIX NOTARIAL SEAL]

SECURITY AGREEMENT (TRADEMARKS)

by and between

CARLO GAVAZZI MUPAC, INC.
(“CGMI”)

and

FLEET NATIONAL BANK
(the “Lender”)

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 CGMI:

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

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