

11-04-1999

EET

Docket No.:

LY

4229-G-2



Tab settings

To the Honorable Commissioner of P.

101191952

e attached original documents or copy thereof.

1. Name of conveying party(ies):

Conxall Corporation

11-2-99

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other

- Association
- Limited Partnership

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

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

Name: BHF (USA) Capital Corp. (as collateral agent)

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

3. Nature of conveyance:

- Assignment
- Security Agreement subordinated
- Other
- Merger
- Change of Name

Execution Date: October 18, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,356,395	1,945,419	1,493,965	2,061,057
2,098,811	1,676,638	2,069,238	2,094,502
2,106,396	1,679,244	2,096,914	

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 and Levy, LLP

Street Address: 711 Third Avenue

20th Floor

City: New York State: NY ZIP: 10017

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

11

7. Total fee (37 CFR 3.41):.....\$ \$290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0215, Order No. 4229-G-2

DO NOT USE THIS SPACE

11/03/1999 MTHA11 00000236 1356395

01 FC:481 40.00 OP
02 FC:482 250.00 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

Ronald E. Brown
Signature

October 27, 1999

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 001984 FRAME: 0290

SUBORDINATED TRADEMARK SECURITY AGREEMENT

WHEREAS, CONXALL Corporation, 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 (USA) Capital Corporation, 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 has been and may be amended from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Amended and Restated Subordinated Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and BHF-(USA) Capital Corporation, 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 below), 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 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.

As used herein, "Marks" shall mean all right, title and interest in and to any United States or foreign trademarks, service marks and trade names now held or hereafter acquired by any Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by an Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by any Grantor, and any trade dress

including logos, designs, company names, business names, fictitious business names and other business identifiers used by any Grantor in the United States or any foreign country.

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.

This Agreement shall be construed in accordance with and be governed by the laws of the State of New York (without regards to conflicts of laws principles).

The security evidenced by this Agreement is subordinated and junior in right of payment to all Senior Debt (as defined in the Loan Agreement) to the extent provided in Section 8 of the Loan Agreement.

* * *

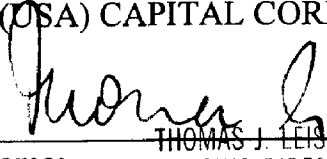
IN WITNESS WHEREOF, Grantor has caused this Subordinated Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 18th day of October, 1999.


CONXALL CORPORATION.


By: _____

Name: David Dunmead
Title: Vice President

Acknowledged:
BHF (USA) CAPITAL CORPORATION

By: 
Name: THOMAS J. LEISL
Title: MANAGING DIRECTOR

By: 
Name: Steven Alexander
Title: Associate

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02625-00002

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

On the 18th day of October, 1999, before me personally came David Dunmead, to me personally known to me the person described in and who executed the foregoing instrument as Vice President of CONXALL Corporation, who being by me duly sworn, did depose and say that he is a Vice President of CONXALL Corporation, 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

Karen J. Muzzillo

[Seal]

My commission expires:

KAREN J. MUZZILLO
Notary Public, State of New York
No. 03-4758972
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires August 31, 2000

349339.3
02625-00002

Conxall Corporation:

1. Reg. No. 1,356,395 (August 27, 1985): Con-x-all.
2. Reg. No. 2,098,811 (September 23, 1997): CXA.
3. Reg. No. 2,106,396 (October 21, 1997): GET CONNECTED WITH CONXALL
WORLD CLASS MANUFACTURER (world with a cable and connector).
4. Reg. No. 1,945,419 (January 2, 1996): MICRO-MIZER.
5. Reg. No. 1,676,638 (February 25, 1992): MINI-MIZER.
6. Reg. No. 1,679,244 (March 17, 1992): MIL-E-QUAL.
7. Reg. No. 1,493,965 (June 28, 1988): MICRO-CON-X.
8. Reg. No. 2,069,238 (June 10, 1997): MINI-CON-X.
9. Reg. No. 2,096,914 (September 16, 1997): MULTI-CON-X.
10. Reg. No. 2,061,057 (May 13, 1997): MAXI-CON-X.
11. Reg. No. 2,094,502 (September 9, 1997): MEGA-CON-X.