
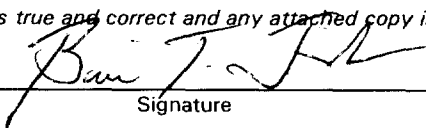


11-30-1999

Form PTO-1594 1-31-92 <div style="font-size: 2em; font-family: cursive;">MJD 11.18.99</div>	REC T	 <div style="font-size: 1.5em;">101208367</div>	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents _____ Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): <b>Semtronics Corporation</b>  <input type="checkbox"/> Individuals <input type="checkbox"/> Association <input type="checkbox"/> General Partnership - <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: Georgia <input type="checkbox"/> Other - _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies):  Name: <u>Paribas</u> Internal Address: _____ Street Address: <u>787 Seventh Avenue</u> City: <u>New York</u> State: <u>New York</u> Zip Code: <u>10019</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation _____ <input checked="" type="checkbox"/> Other - <u>Collateral Agent</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Interest <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>October 12, 1999</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s)  <div style="font-size: 1.2em;">75/507,313</div>  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Brian Jaenicke, Legal Assistant</u> Internal Address: <u>White &amp; Case LLP</u>  _____ _____ Street Address: <u>1155 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10036</u>	6. Total number of applications and registration involved <div style="border: 1px solid black; width: 100px; text-align: center; margin: 0 auto;">2</div>  7. Total fee (37 CFR 3.41): ..... \$ <u>90.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, in case of deficiency  8. Deposit account number: <u>(23-1705 in case of deficiency)</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE			
11/29/1999 DNGUYEN 00000112 75507313 <div style="display: flex; justify-content: space-between;"> <div>           01 FC:481            02 FC:482         </div> <div>           40.00 OP            25.00 OP         </div> </div>			
9. Statement and signature. <i>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.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <u>Brian T. Jaenicke</u>            Name of Person Signing         </div> <div style="width: 40%; text-align: center;">             Signature         </div> <div style="width: 15%; text-align: right;"> <u>11/18/99</u>            Date         </div> </div> <div style="text-align: right; margin-top: 5px;">         Total number of pages comprising cover sheet: <span style="border: 1px solid black; padding: 0 5px;">1</span> </div>			
OMB No. 0651-0011 (exp. 4/94)			
Do not detach this portion			
Mail documents to be recorded with required cover sheet information to:  <div style="text-align: center;"> <b>Commissioner of Patents and Trademarks</b>  <b>Box Assignments</b>  <b>Washington, D.C. 20231</b> </div>  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.			

**ASSIGNMENT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SEMTRONICS CORP., a Georgia corporation (the "Assignor") with principal offices at 211 Prospect Park, Peachtree City, Georgia 30269, hereby assigns and grants to Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

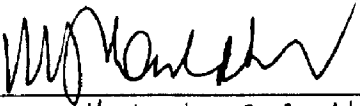
THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement between the Assignor and the Assignee, dated as of October 12, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 12th day of October, 1999.

SEMTRONICS, CORP.

Assignor

By   
Name: Michael J. Gouldsmith  
Title: Vice President

PARIBAS,  
as Collateral Agent, Assignee

By   
Name: Edward Irwin  
Title: Managing Director

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

CYNTHIA M. MAGNO  
Notary Public, State of New York  
No. 01/MA6026307  
Qualified in New York County  
Commission Expires June 14, 2001

On this 12th day of October, 1999, before me personally came Michael J. Gouldsmith, who, being by me duly sworn, did state as follows: that he is Vice President of SEMTRONICS CORP., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

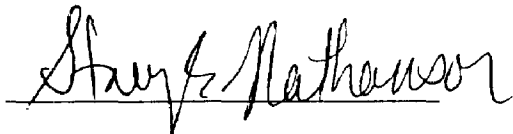
Cynthia M. Magno

Notary Public

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

STACY E. NATHANSON  
Notary Public, State of New York  
No. 01NA6024356  
Qualified in New York County  
Commission Expires May 10, 2001

On this 12th day of October, 1999, before me personally came Edward Irwin, who, being by me duly sworn, did state as follows: that he is Managing Director of Paribas, that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
Notary Public

SCHEDULE A

MARK

REG. NO.

REG. DATE

ZVM

2,263,057

July 20, 1999

ZVM ZERO VOLT MONITOR

75/507,313

June 23, 1998