

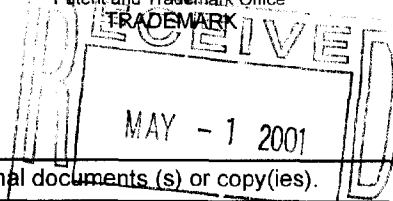
05-07-2001



TRADEMARK

§ 1.01

101702970  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

Conveyance Type

New

Assignment

License

Resubmission (Non-Recordation)  
Document ID #

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error  
Reel #  Frame #

Merger

Effective Date  
Month Day Year

Change of Name

April 12, 2001

Corrective Document  
Reel #  Frame #

Other

Conveying Party

Mark if additional names of conveying parties attached

Effective

Name

Month Day Year  
April 12, 2001

Formerly

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying 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).

05/07/2001 GTDN11 00000025 76088442

01 FC:481  
02 FC:482

40.00 OP  
825.00 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

**Domestic Representatives 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**

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" value="76/088,442"/>	<input type="text" value="76/208,756"/>	<input type="text" value="75/449,710"/>	<input type="text" value="670,062"/>	<input type="text" value="775,618"/>	<input type="text" value="817,252"/>
<input type="text" value="75/426,678"/>	<input type="text" value="75/745,681"/>	<input type="text" value="76/225,517"/>	<input type="text" value="845,812"/>	<input type="text" value="1,027,253"/>	<input type="text" value="1,032,120"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,087,585"/>	<input type="text" value="1,184,578"/>	<input type="text" value="1,215,834"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method  Enclosed  Deposit Account

Deposit

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional 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.

Steven G. Steger

April 30, 2001

Name of Person Signing

Signature

Date Signed

**ADDITIONAL NAMES OF CONVEYING PARTIES**

APW NORTH AMERICA, INC.  
APW MAYVILLE, LLC  
APW WRIGHT LINE LLC  
ASPEN POWER SYSTEMS, LLC  
EDER INDUSTRIES INC.  
VERO ELECTRONICS INC.  
APW ENCLOSURE SYSTEMS, INC.  
APW-ERIE, INC.  
ASPEN MOTION TECHNOLOGIES INC.  
CAMBRIDGE AEROFLO, INC.  
ELECTRONIC SOLUTIONS  
HSP USA INC.  
INNOVATIVE METAL FABRICATION, INC.  
MCLEAN MIDWEST CORPORATION  
MCLEAN WEST INC.  
METAL ARTS MANUFACTURING, INC.  
PRECISION FABRICATION TECHNOLOGIES, INC.  
RUBICON USA INC.  
ZERO-EAST DIVISION, ZERO CORPORATION  
ZERO ENCLOSURES, INC.  
ZERO INTERNATIONAL, INC  
APW ENCLOSURE SYSTEMS HOLDING, INC.  
APW ENCLOSURE SYSTEMS, LP

**ADDITIONAL TRADEMARK REGISTRATIONS**

Registration Nos.

1,923,655  
1,962,461  
1,977,670  
2,128,177  
2,133,506  
2,154,594  
2,179,274  
2,182,340  
2,209,775  
2,224,920  
2,239,588  
2,204,786  
2,270,112  
2,179,887  
2,256,222  
1,006,342  
1,172,296  
1,497,722  
1,993,431

8886310.1 42002882

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

**FOR GOOD AND VALUABLE CONSIDERATION**, receipt and sufficiency of which are hereby acknowledged, APW LTD., a Bermuda corporation (the "Parent"), APW NORTH AMERICA, INC., a Delaware corporation ("APW-NA"), the other persons or entities which are listed on the signature pages hereof as assignors or which from time to time become parties hereto as assignor (collectively, including the Parent and APW-NA, the "Assignors" and individually each a "Assignor"), hereby assign and grant to Bank of America, National Association, in its capacity as Administrative Agent for the Banks (the "Assignee"), a security interest in (i) all of the Assignors' 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 Assignors' right, title and interest in and to the United States patents and patent applications (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 with which the Marks are associated 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 satisfactory performance and payment of all the Obligations of each of the Assignors, pursuant to the Security Agreement among the Assignors, the other assignors from time to time party thereto and the Assignee, dated as of March 30, 2001 (as amended from time to time, the "Security Agreement"). Upon the payment in full of all Liabilities and the termination of all Commitments, the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignors an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

12805889

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. Capitalized terms that are not otherwise defined herein shall have the respective meanings assigned thereto in the Security Agreement.

12805889

IN WITNESS WHEREOF, the undersigned have executed this assignment as of

the \_\_\_\_ day of April, 2001.

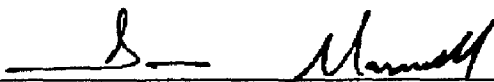
APW LTD.



By: James Maxwell  
Title: Assistant Treasurer

**DOMESTIC SUBSIDIARIES OF PARENT:**

APW MAYVILLE, LLC  
APW WRIGHT LINE LLC  
ASPEN POWER SYSTEMS, LLC  
EDER INDUSTRIES INC.  
VERO ELECTRONICS INC.



By: James Maxwell  
Title: Treasurer or Assistant Treasurer, as applicable

12805889

Assignment of Security Interest in  
U.S. Trademarks and Patents

TRADEMARK

REEL: 002288 FRAME: 0408

APW NORTH AMERICA INC.



By: James Maxwell  
Title: Treasurer

**DOMESTIC SUBSIDIARIES OF APW-NA:**

APW ENCLOSURE SYSTEMS, INC.  
APW-ERIE, INC.  
ASPEN MOTION TECHNOLOGIES INC.  
CAMBRIDGE AEROFLO, INC.  
ELECTRONIC SOLUTIONS  
HSP USA INC.  
INNOVATIVE METAL FABRICATION, INC.  
MCLEAN MIDWEST CORPORATION  
MCLEAN WEST INC.  
METAL ARTS MANUFACTURING, INC.  
PRECISION FABRICATION TECHNOLOGIES, INC.  
RUBICON USA INC.  
ZERO-EAST DIVISION, ZERO CORPORATION  
ZERO ENCLOSURES, INC.  
ZERO INTERNATIONAL, INC.



By: James Maxwell  
Title: Treasurer, Assistant Treasurer or Chief Financial  
Officer, as applicable


12805889

Assignment of Security Interest in  
U.S. Trademarks and Patents

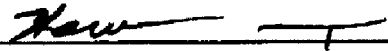
TRADEMARK  
REEL: 002288 FRAME: 0409



APW ENCLOSURE SYSTEMS HOLDING, INC.

  
\_\_\_\_\_  
By: Howard Lederman  
Title: Vice President

APW ENCLOSURE SYSTEMS, LP by APW  
ENCLOSURE SYSTEMS HOLDING, INC., its  
General Partner

  
\_\_\_\_\_  
By: Howard Lederman  
Title: Vice President

12805889

Assignment of Security Interest in  
U.S. Trademarks and Patents

TRADEMARK  
REEL: 002288 FRAME: 0410

**BANK OF AMERICA, NATIONAL ASSOCIATION,  
as Administrative Agent**

By \_\_\_\_\_  
Title:

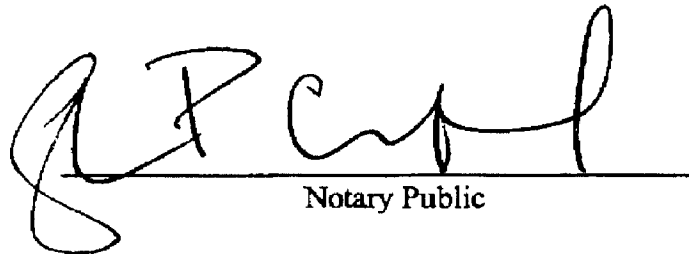
12805889

**Assignment of Security Interest in  
U.S. Trademarks and Patents**

**TRADEMARK  
REEL: 002288 FRAME: 0411**

STATE OF )  
 ) ss.:  
COUNTY OF )

On this 12<sup>th</sup> day of April, 2001, before me personally came James Maxwell who, being by me duly sworn, did state as follows: that he is Treasurer, Assistant Treasurer or Chief Financial Officer of: APW LTD.; APW MAYVILLE, LLC; APW WRIGHT LINE LLC; ASPEN POWER SYSTEMS, LLC; EDER INDUSTRIES INC.; VERO ELECTRONICS INC.; APW NORTH AMERICA INC.; APW ENCLOSURE SYSTEMS, INC.; APW-ERIE, INC.; ASPEN MOTION TECHNOLOGIES INC.; CAMBRIDGE AEROFLO, INC.; ELECTRONIC SOLUTIONS; HSP USA INC.; INNOVATIVE METAL FABRICATION, INC.; MCLEAN MIDWEST CORPORATION; MCLEAN WEST INC.; METAL ARTS MANUFACTURING, INC.; PRECISION FABRICATION TECHNOLOGIES, INC.; RUBICON USA INC.; ZERO-EAST DIVISION, ZERO CORPORATION; ZERO ENCLOSURES, INC.; and ZERO INTERNATIONAL, INC., that he is authorized to execute the foregoing Assignment on behalf of said corporation or limited liability company and that he did so by authority of the Board of Directors of said corporation or limited liability company.

  
Notary Public

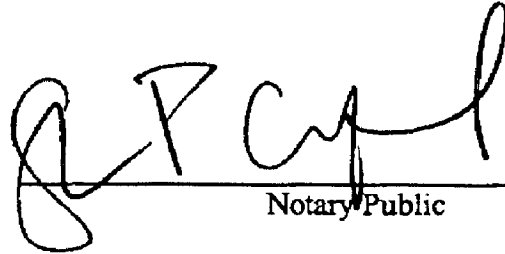
12805889

Assignment of Security Interest in  
U.S. Trademarks and Patents

TRADEMARK  
REEL: 002288 FRAME: 0412

STATE OF )  
 ) ss.:  
COUNTY OF )

On this 12 day of April, 2001, before me personally came Howard Lederman who, being by me duly sworn, did state as follows: that he is Vice President of APW ENCLOSURE SYSTEMS HOLDING, INC., 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

12805889

Assignment of Security Interest in  
U.S. Trademarks and Patents

TRADEMARK  
REEL: 002288 FRAME: 0413

SCHEDULE A

OWNER	MARK	REG. NO.	REG. DATE
APW Ltd.	APW	76/088,442	Pending
APW Ltd.	STEALTHBRIDGE	76/208,756	Pending
APW North America Inc.	ZERO	670,062	25-Nov-58
APW North America Inc.	ZERO-TRAK	775,618	25-Aug-64
APW North America Inc.	ALUMA-TRAK	817,252	25-Oct-66
APW North America Inc.	SCANBE	845,812	12-Mar-68
APW North America Inc.	ZERO and Design	1,027,253	16-Dec-75
APW North America Inc.	ZERO CENTURION	1,032,120	03-Feb-76
APW North America Inc.	LOK-TAINER	1,087,585	21-Mar-78
APW North America Inc.	ZERO HALLIBURTON	1,184,578	05-Jan-82
APW North America Inc.	ONYX and Design	1,215,834	09-Nov-82
APW North America Inc.	Z2	1,923,655	03-Oct-95
APW North America Inc.	ELECTRO-GRAPHICS	1,962,461	12-Mar-96
APW North America Inc.	ZEROLLER	1,977,670	04-Jun-96
APW North America Inc.	CAB CAD	2,128,177	13-Jan-98
APW North America Inc.	SMARTCHASSIS	2,133,506	27-Jan-98
APW North America Inc.	Double Bead Design	2,154,594	05-May-98
APW North America Inc.	MAGNUM	2,179,274	04-Aug-98
APW North America Inc.	ZERO	2,182,340	18-Aug-98
APW North America Inc.	DOT TEN and Design	2,209,775	08-Dec-98
APW North America Inc.	WEDGE-LOK	2,224,920	23-Feb-99
APW North America Inc.	QUICKSILVER	75/449,710	Pending
APW North America Inc.	SWING OUT	75/426,678	Pending
McLean Midwest Corporation	GENESIS	2,239,588	13-Apr-99
Vero Electronics Ltd. (UK)	VERO and design	2,204,786	09-Aug-96

**SCHEDULE A**

<b>OWNER</b>	<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
Vero Electronics Ltd. (UK)	V and design	2,270,112	17-Aug-96
Vero Electronics Ltd. (UK)	VERAK	2,179,887	11-Aug-98
Vero Electronics Ltd. (UK)	VEROTEC	2,256,222	29-Jun-99
Wright Line Inc.	OPTIMEDIA	1,006,342	11-Mar-75
Wright Line Inc.	DOCU-MATE	1,172,296	06-Oct-81
Wright Line Inc.	TRI-CODE	1,497,722	26-Jul-88
Wright Line Inc.	LINX	1,993,431	13-Aug-96
Wright Line Inc.	MCLEAN	75/745,681	Pending
Wright Line Inc.	RACKVIEW	76/225,517	Pending

**SCHEDULE B**

<b>OWNER</b>	<b>PATENT</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
Applied Power Inc.	Storing and Dispensing System	4,913,296	4/3/90
Applied Power Inc.	Computer Console End	D434,412	11/28/00
Applied Power Inc.	Computer Console End	D438,537	3/6/01
APW Electronics Ltd. (UK)	Circuit Board Injector/Ejector Device for a Circuit Board Enclosure	5,293,303	3/8/94
APW Electronics Ltd. (UK)	Method and Device for Testing Airflow in an Enclosed Cabinet for Electronic Equipment	5,649,766	7/22/97
APW Ltd.	Electronics Enclosure Improvements	09/567,549	Pending
APW Ltd.	A Support Member for a Cabling and Associated Equipment Enclosure	09/688,905	Pending
APW Ltd.	Mounting Bracket	09/696,296	Pending
APW Ltd.	System and method for bridging bus segments on a backplane and coupling single board	09/659,344	Pending
APW North America Inc.	Improved Air-to-Air Heat Exchanger	09/366,079	Pending
Aspen Motion Technologies Inc.	Low Cost Resolver System	6,084,376	7/4/00
Aspen Motion Technologies Inc.	Direct Drive Inside-Out Brushless Roller Motor	09/700,447	Pending
Aspen Motion Technologies Inc.	Method for Manufacturing a Rotor	60/245,631	Pending
Wright Line Inc.	Cable Bushing	4,520,976	6/4/85
Wright Line Inc.	Copy Holder	4,569,498	2/11/86
Wright Line Inc.	Filing Container	D285,098	8/12/86
Wright Line Inc.	Sliding Printer Drawer for Attaching to a Cabinet	D288,504	3/3/87
Wright Line Inc.	Stationary Storing and Dispensing System	4,684,027	8/4/87
Wright Line Inc.	Shelf for Computer Keyboard or the Like	D292,858	11/24/87
Wright Line Inc.	Shelf for Computer Keyboard or the Like	D293,055	12/8/87
Wright Line Inc.	Computer Workstation	D293,284	12/22/87
Wright Line Inc.	Keyboard Support Drawer for Computer Workstation	D293,530	1/5/88
Wright Line Inc.	Electronic Equipment Support Shelf	D293,531	1/5/88
Wright Line Inc.	Drawer with Reference Shelf	D299,394	1/17/89
Wright Line Inc.	Coding System	4,844,509	7/4/89
Wright Line Inc.	Coding System	4,856,820	8/15/89
Wright Line Inc.	Storing and Dispensing System	4,878,583	11/7/89

**SCHEDULE B**

<b>OWNER</b>	<b>PATENT</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
Wright Line Inc.	File Device Hanger Bar	5,224,608	7/6/93
Wright Line Inc.	Modular Library System with Stationary and Mobile Racks for Storage of Computer Cartridges	5,341,944	8/30/94
Wright Line Inc.	Shelf Support and Electrical Cable Management Structure	D363,701	10/31/95
Wright Line Inc.	Distribution Duct for Work Space Environment System	5,881,500	3/16/99
Zero Corporation	Ejector for Printed Circuit Board Plug-In Unit	4,603,375	7/29/86
Zero Corporation	Retainer for Holding a Printed Circuit Card Between Spaced Surfaces	4,823,951	4/25/89
Zero Corporation	Printed Circuit Board Retainer Assembly	5,036,428	7/30/91
Zero Corporation	Printed Circuit Board Retainer	5,290,122	3/1/94
Zero Corporation	Locking Circuit Board Injector/Extractor	5,309,325	5/3/94
Zero Corporation	Assembly for Receiving and Retaining a Circuit Board Retainer	5,404,274	4/4/95
Zero Corporation	Circuit Board Retainer Having a Spring Body Member	5,407,297	4/18/95
Zero Corporation	Retainer Assembly	5,485,353	1/16/96
Zero Corporation	Camera Housing	D392,300	3/17/98
Zero Corporation	Method and Assembly for Manufacturing a Convoluted Heat Exchanger Core	5,937,519	8/17/99
Zero Corporation	Camera Housing	5,966,176	10/12/99
Zero Corporation	Blower Wheel	6,024,543	2/15/00