

06-28-2001



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

101764564

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6-2201
 KEY TRONIC CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Washington
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: GENERAL ELECTRIC CAPITAL CORPORATION
 Internal Address: _____
 Address: _____
 Street Address: 105 W. MADISON ST., SUITE 1600
 City: CHICAGO State: IL Zip: 60602

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Washington
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/31/96

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 9

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: JOSH S. RIDOUT, ESQ.
 Internal Address: _____

PAUL, HASTINGS, JANOFSKY & WALKER, LLP
 Street Address: _____
555 SOUTH FLOWER STREET, SUITE 2300
 City: LOS ANGELES State: CA Zip: 90071

7. Total fee (37 CFR 3.41).....\$240.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16-0752

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

JOSH S. RIDOUT [Signature] June 22, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

06/28/2001 09:00:00 00000011 75111134
 40.00
 200.00

TRADEMARK
 REEL: 002321 FRAME: 0404

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **KEY TRONIC CORPORATION**

12 31 96

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization **WASHINGTON**

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name **GENERAL ELECTRIC CAPITAL CORPORATION**

DBA/AKA/TA

Composed of

Address (line 1) **105 West Madison Street, Suite 1600**

Address (line 2)

Address (line 3) **Chicago** **IL** **60602**
City State/Country Zip Code

Individual General Partnership Limited Partnership 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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization **NEW YORK**

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)

75/111,134 **75/048,806**

2,008,287 **1,965,983** **1,774,619**

1,704,628 **1,407,469** **1,393,075**

1,258,416

TRADEMARK SECURITY AGREEMENT

WHEREAS, KEY TRONIC CORPORATION, a Washington corporation ("Grantor"), having its principal office at North 4424 Sullivan Road, Spokane, Washington 99216, has adopted, used, is using and owns certain trademarks, service marks, trade names, logos and related marks, including without limitation those identified on Exhibit A and Exhibit B attached hereto; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of December 31, 1996 (the "Security Agreement"), Grantor has pledged and mortgaged to GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Grantee"), with an address at 105 West Madison Street, Suite 1600, Chicago, Illinois 60602, and has granted Grantee a continuing security interest in and to, certain assets of Grantor, including without limitation, all right, title and interest of Grantor in and to all common law and statutory trademarks, logos, symbols, service marks, trade names, corporate names and any and all other indicia of origin, including without limitation the trademarks identified on Exhibit A and Exhibit B, together with all goodwill of the businesses associated therewith; all variations thereof; all registrations therefor; all applications for registration thereof; all renewals of registrations; and all licenses thereunder, whether currently owned or existing, or hereafter created, used, adopted or acquired (collectively, the "Trademarks");

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby pledge and mortgage to Grantee, and does hereby grant to Grantee a continuing security interest in, the entire right, title and interest of Grantor, in the United States and throughout the world, in and to the following, whether currently owned or existing or hereafter used, adopted, created or acquired (all of the following items or types of property being hereinafter collectively referred to as the "Trademark Collateral"):

(a) Each of the Trademarks (including without limitation the United States trademark and service mark registrations, and applications for registration, specifically identified in Exhibit A, and the foreign trademark and service mark registrations, and applications for registration specifically identified in Exhibit B);

(b) The right (but not the obligation) to bring and prosecute opposition and cancellation proceedings, in the name of Grantor or in the name of Grantee, relating to any of the Trademarks, and all rights (but not obligations) corresponding thereto;

(c) The right (but not the obligation) to sue, in the name of Grantor or in the name of Grantee, for past, present and future infringements of any of the Trademarks and all rights (but not obligations) corresponding thereto;

(d) All general intangibles (as defined in Division 9 of the Uniform Commercial Code as in effect in the State of New York) relating to the foregoing Trademark Collateral; and

(e) All proceeds of any and all of the foregoing Trademark Collateral (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Grantee is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral. For purposes of this Trademark Security Agreement, the term "proceeds" includes whatever is receivable or received when

Trademark Collateral or proceeds are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including returned premiums, with respect to any insurance relating thereto.

It is expressly understood and agreed that the Trademark Collateral granted hereunder shall include, without limitation, rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to the Trademarks now or in the future owned, adopted or used by third parties.

Grantor represents and warrants to Grantee that as of the date of this Trademark Security Agreement, Grantor does not own any Trademarks that are registered, or applied for registration, with the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or political subdivision other than the Trademarks listed in Exhibit A or Exhibit B attached hereto.

Except as expressly permitted under the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

Grantor hereby agrees, without the necessity of any further consideration whatsoever, to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably required in order more fully and effectively carry out the purposes of this instrument and to vest in Grantee all rights hereby granted. Grantor hereby irrevocably constitutes and appoints Grantee its true and lawful attorney, in its name, place and stead, to make, execute, acknowledge, file, record and deliver any and all documents (including without limitation assignment documents) which would enable Grantor to protect or perfect its interest in the Trademark Collateral, which power of attorney is expressly coupled with an interest.

The security interests granted hereunder have been made in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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 are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 31st day of December, 1996.

KEY TRONIC CORPORATION,
a Washington corporation

By: Ronald F. Klawitter

Name: Ronald F. Klawitter

Title: V.P. Finance, Secretary & Treasurer

EXHIBIT A

United States Trademarks

<u>Marks</u>	<u>Registration/Serial Nos.</u>
LIFETIME	Serial No. 75/111,134
LIFETIME	Serial No. 75/048,806
PROTOUCH	Reg. No. 2,008,287
KIDTRONIC	Reg. No. 1,965,983
KTC and Design	Reg. No. 1,774,619
KEYMOUSE	Reg. No. 1,704,628
KEY TRONIC PROFESSIONAL SERIES	Reg. No. 1,407,469
KB 5151	Reg. No. 1,393,075
KEYTRONIC	Reg. No. 1,258,416

EXHIBIT B

Foreign Trademarks

BENELUX:

<u>Marks</u>	<u>Registration/Application Nos.</u>
KTC	Reg. No. 443,919
KB SERIES	Reg. No. 443,921
KEYTRONIC	Reg. No. 443,918
KB 102	Reg. No. 443,927
KTE	Reg. No. 443,920
KB 5153	Reg. No. 443,925
KB 5152B	Reg. No. 443,924
KB 5155	Reg. No. 443,923
KB 101	Reg. No. 443,926
KB 3270	Reg. No. 443,922
KB 5151	Reg. No. 443,928

BRAZIL:

<u>Marks</u>	<u>Registration/Application Nos.</u>
KEY TRONIC	Reg. No. 816411395

EUROPEAN UNION:

<u>Marks</u>	<u>Registration/Application Nos.</u>
LIFETIME	Application No. Not Known

GREAT BRITAIN:

<u>Marks</u>	<u>Registration/Application Nos.</u>
KEY TRONIC	Reg. No. 1,186,327
KTC Logo	Reg. No. 1,188,741

IRELAND:

<u>Marks</u>	<u>Registration/Application Nos.</u>
KEY TRONIC KTC Logo	Reg. No. 117,727 Reg. No. B118,318

ITALY:

<u>Marks</u>	<u>Registration/Application Nos.</u>
KEYMOUSE	Reg. No. 00632601

JAPAN:

<u>Marks</u>	<u>Registration/Application Nos.</u>
KEY TRONIC	Reg. No. 2574988

KOREA:

<u>Marks</u>	<u>Registration/Application Nos.</u>
KEY TRONIC and Logo	Reg. No. 89667

NORWAY:

<u>Marks</u>	<u>Registration/Application Nos.</u>
KEY TRONIC	Reg. No. 154,651

SINGAPORE:

<u>Marks</u>	<u>Registration/Application Nos.</u>
KEY TRONIC KTC	Reg. No. 2372/83 Reg. No. B2371/83

TAIWAN:

Marks

KEY TRONIC and Logo

Registration/Application Nos.

Reg. No. 206299

VENEZUELA:

Marks

KTC Logo
KEY TRONIC (for software)
KEY TRONIC (for computers)
KTC Logo

Registration/Application Nos.

Application No. Not Known
Application No. Not Known
Application No. Not Known
Application No. Not Known