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



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

Tab settings

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

1. Name of conveying party(ies):

RandiC, LP

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other Change of Address, Merger, Change of Name

Execution date: January 26, 2001

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

Name: Citicorp, USA, Inc.

Internal Address: 399 Park Avenue, 6th Floor, Zone 4

Street Address:

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 representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached: Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule I

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Faith Wu

Internal Address: Weil, Gotshal & Manges LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(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.

Phyllis Eremitaggio Name of Person Signing

Phyllis Eremitaggio Signature

November 8, 2001 Date

Total number of pages including cover sheet, attachments, and document: 10 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:481 40.00 CH 02 FC:482 275.00 CH

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Name of Mark	Registration No.	Date
K*TEC ELECTRONICS	1,302,465	October 30, 1984
K*TEC ELECTRONICS	1,312,648	January 1, 1985
K*TEC ELECTRONICS	000191460	April 1, 1996
K*TEC ELECTRONICS	42962	January 9, 1984
K*TEC ELECTRONICS	42961	January 9, 1984
K*TEC ELECTRONICS	29617	December 9, 1983
K*TEC ELECTRONICS	29633	December 9, 1983
K*TEC ELECTRONICS	511410	July 14, 1993
K*CELL ELECTRONICS	1,574,571	January 2, 1990
K*CELL ELECTRONICS	49525	July 26, 1989
K*POWER ELECTRONICS	1,573,076	December 26, 1989
K*POWER ELECTRONICS	49526	July 26, 1989

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 26, 2001, by RandiC LP and each of the other entities that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp USA, Inc. ("Citicorp"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 26, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the K*TEC Electronics Corporation and the other Borrowers party thereto (the "Borrowers"), the Lenders and Issuers party thereto and Citicorp, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

- (a) all reissues, continuations or extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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.

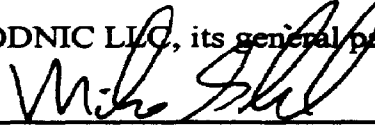
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RANDIC LP
as Grantor

By: RODNIC LLC, its general partner

By: 
Name: R. Michael Gibbons
Title: Manager

ACCEPTED AND AGREED
as of the date of this Trademark Security Agreement
first above written:

CITICORP USA, INC.,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RANDIC LP
as Grantor

By: RODNIC LLC, its general partner

By: _____
Name: R. Michael Gibbons
Title: Manager

ACCEPTED AND AGREED
as of the date of this Trademark Security Agreement
first above written:

CITICORP USA, INC.,
as Administrative Agent

By: James R. Williams
Name: James R. Williams
Title: Vice President

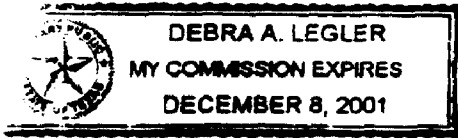
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002408 FRAME: 0115

ACKNOWLEDGEMENT OF RANDIC LP

STATE OF TEXAS)
COUNTY OF FT. BEND) SS.

On this 23rd day of JANUARY, 2001, before me personally appeared Michael Gibbons, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RandiC LP, and who, being by me duly sworn, did depose and say that he was an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its Board of Directors and that he acknowledged such instrument to be the free act and deed of such corporation.



Debra A. Legler
Notary Public