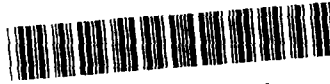


01-23-2002

1.10.02



101956181

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

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

1. Name of conveying party(ies):

MP Jackson, LLC

8-13-01

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other collateral assignment
- Merger
- Change of Name

Execution Date: February 28, 2001

2. Name and address of receiving party(ies)

Name: American National Bank and Internal Trust Company of Chicago

Address: _____

Street Address: 120 S. LaSalle Street

City: _____ State: _____ Zip: _____

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

AUG 13 2001

Other national banking association

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)

75801832

B. Trademark Registration No.(s)

N/A

Additional number(s) attached Yes No

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

Name: Joel S. Dalinka, Esq.

Internal Address: FagelHaber LLC

Street Address: 55 E. Monroe Street,
40th Floor

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Joel S. Dalinka, Esq.

Name of Person Signing

Signature

8/8/01

Date

Total number of pages including cover sheet, attachments, and document: 1

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

08/16/2001 DBYRNE 00000130 75801832

01 FC:481

40.00 DP

**COLLATERAL ASSIGNMENT OF TRADEMARKS,
PATENTS, COPYRIGHTS AND LICENSES**

This Collateral Assignment of Trademarks, Patents, Copyrights and Licenses (this "Assignment") is made and entered into as of February 28, 2001, by and among American National Bank and Trust Company of Chicago, a national banking association ("Lender"), MP Jackson, LLC, a Delaware limited liability company ("MPJ"), MP Hollywood, LLC, a Delaware limited liability company ("MPH"; MPH together with MPJ are each individually a "Borrower" and collectively the "Borrowers"), and Mechanical Products, Inc., a Delaware corporation ("MPI").

WITNESSETH:

WHEREAS, contemporaneously herewith, the Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers pursuant to that certain Loan and Security Agreement of even date herewith (as amended or restated from time to time, the "Loan Agreement") and the "Other Agreements" (as defined in the Loan Agreement) (the Loan Agreement, together with the Other Agreements are collectively the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, Borrowers and MPI granted to Lender a first position priority security interest and lien in and to all of Borrowers' and MPI's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests, of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers and MPI execute and deliver this Assignment to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers, MPI and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrowers and MPI covenant unto and agree with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Trademarks.** To secure the full and timely payment and performance of all of Borrowers' Liabilities, each Borrower and MPI hereby grant and convey to Lender a first position priority security interest and lien in and to all of MPI's or such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

- (A) (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue

for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

- (B) (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");
- (C) (i) all copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");
- (D) all license agreements for Trademarks, Patents and Copyrights, whether such Borrower or MPI is a licensor or licensee under any such license agreement, except for those license agreements that are expressly prohibited by their terms from being pledged as security or that terminate upon being pledged, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower or MPI and now or hereafter covered by such licenses (collectively the "Licenses"); and
- (E) the goodwill of such Borrower's or MPI's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Assignment is made for collateral purposes only. Each Borrower and MPI acknowledge and agree that upon the occurrence and continuance of an Event of Default, and upon written notice to such Borrower or MPI, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers and MPI covenant and agree to execute and deliver to the Lender all agreements, instruments, documents and other written matter that the Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. Restrictions on Future Agreements. Borrowers and MPI agree that until the Liabilities shall have been satisfied in full (other than Indemnification Obligations) and the Loan Documents shall have been terminated, Borrowers and MPI will not, without Lender's prior written consent, enter into any document, instrument or agreement, which is inconsistent with Borrowers' or MPI's obligations under this Assignment. Borrowers and MPI further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Assignment.

4. **New Trademarks, Patents, Copyrights and Licenses.** Borrowers and MPI represent and warrant that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Borrowers and MPI. If, prior to payment of the Liabilities in full (other than Indemnification Obligations), Borrowers or MPI shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and Borrowers and MPI shall provide Lender with immediate notice thereof. Borrowers and MPI hereby authorize Lender to modify this Assignment by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Borrower and MPI hereby agree that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrowers or MPI. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full (other than Indemnification Obligations) and the termination by Lender of the Loan Documents and the MPI Guaranty.

6. **Lender's Right to Inspect.** Lender shall have the right to inspect each Borrower's and MPI's premises and to examine each Borrower's and MPI's books, records and operations, including, without limitation, each Borrower's and MPI's quality control processes. Upon an Event of Default, Borrowers and MPI agree that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Each Borrower and MPI agree (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses except in accordance with Borrowers' reasonable business judgment; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Lender's written consent.

7. **Nature and Termination of Lender's Security Interest.** This Assignment is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6, 8 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' or MPI's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrowers and MPI.** Except in accordance with Borrowers' reasonable business judgment, Borrowers and MPI shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrowers and MPI. Except in accordance with Borrowers' or MPI's reasonable business judgment, Borrowers and MPI shall not abandon any Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and

Licenses. If Lender shall commence any such suit, Borrowers and MPI shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrowers and MPI shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrowers or MPI of any provision of this Assignment shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers or MPI contained in this Assignment and no Default by Borrowers or MPI shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers or MPI specifying such suspension or waiver.

11. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrowers and MPI hereby authorize Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrowers' or MPI's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Assignment, the Loan Documents, the MPI Guaranty, at law, in equity or otherwise, to (a) endorse Borrowers' or MPI's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrowers and MPI agree to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrowers and MPI hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrowers or MPI and Lender have been terminated. Borrowers and MPI acknowledge and agree that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Assignment shall be binding upon Borrowers and MPI and their respective successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Joint and Several.** All references to Borrowers shall mean MPJ and MPH both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of MPJ and MPH.

16. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and the MPI Guaranty and shall be effective as set forth in the Loan Agreement and the MPI Guaranty.

17. **Governing Law.** This Assignment shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrowers' and MPI's duly authorized officers have executed this Assignment as of the date first set forth above.

MP JACKSON, LLC, a Delaware limited liability company

By: Richard M. Regole
Richard M. Regole, President

MP HOLLYWOOD, LLC, a Delaware limited liability company

By: Richard M. Regole
Richard M. Regole, President

MECHANICAL PRODUCTS, INC., a Delaware corporation

By: Richard M. Regole
Richard M. Regole, President

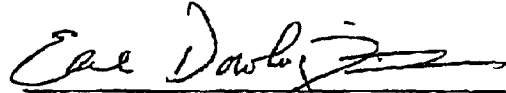
Doc ID: 195144-3 [Collateral Assignment of Trademarks, Patents, Copyrights and Licenses]

ACCEPTANCE

The undersigned, American National Bank and Trust Company of Chicago, accepts the foregoing Collateral Assignment of Trademarks, Patents, Copyrights and Licenses.

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By:



Earl E. Dowling, III
Commercial Loan Officer

SCHEDULE A

**TO
COLLATERAL ASSIGNMENT OF
TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES**

Trademarks and Trademark Registration

MP Jackson, LLC

Trademark: Mini-Breaker
Registration Date:
File No.: 1,115,970

Trademark: Mini-Breaker
Registration Date:
File No.: 75,801,832

Trademark: Amlit
Registration Date:
File No.: 1,420,864

Foreign Registrations:

Canada

Trademark: Minibreaker
Registration Date:
File No.: 103,678

Great Britain

Trademark: Minibreaker
Registration Date:
File No.: 711,300

MP Hollywood, LLC

None.

Mechanical Products, Inc.

None.

SCHEDULE B**TO
COLLATERAL ASSIGNMENT OF
TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES****Patents and Patent Registrations****MP Jackson, LLC**

<u>Patent No.</u>	<u>Description</u>	<u>Date Issued</u>
4,415,875	Fusible Circuit Breaker	November 15, 1983
4,687,164	Snap-In Bushing X-416	August 18, 1987
4,688,512	Back-Lighted Trip Indicator	August 25, 1987
4,922,219	Circuit Breaker 2200	May 1, 1990
4,937,548	Circuit Breaker 2400	June 26, 1990

MP Hollywood, LLC

None.

Mechanical Products, Inc.

None.

SCHEDULE C

**TO
COLLATERAL ASSIGNMENT OF
TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES**

Copyrights and Copyright Applications

<u>Copyright</u>	<u>Date</u>	<u>Title</u>
<u>MP Jackson, LLC</u>	None.	
<u>MP Hollywood, LLC</u>	None.	
<u>Mechanical Products, Inc.</u>	None.	

SCHEDULE D

**TO
COLLATERAL ASSIGNMENT OF
TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES**

License Agreements

MP Jackson, LLC None.

MP Hollywood, LLC None.

Mechanical Products, Inc. None.

Doc ID: 195144-4