

Resub 2/19/02



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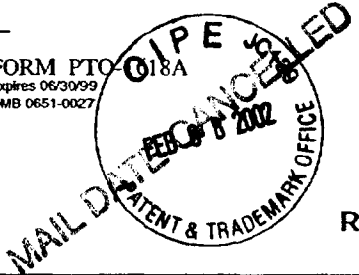
FORM PTO-018A Expires 06/30/99 OMB 0651-0027

07-18-2002

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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	
<input checked="" type="checkbox"/> New	2.19.02	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # []	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # [] Frame # []	<input type="checkbox"/> Merger	Effective Date Month Day Year []
<input type="checkbox"/> Corrective Document	Reel # [] Frame # []	<input type="checkbox"/> Change of Name	
		<input checked="" type="checkbox"/> Other	Trademark Collateral Agreement

Conveying Party Mark if additional names of conveying parties attached

Name: The Cherry Corporation Execution Date: 2/1/02

Formerly: []

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization []

Receiving Party Mark if additional names of receiving parties attached

Name: Harris Trust and Savings Bank, as Agent

DBA/AKA/TA []

Composed of []

Address (line 1): 111 West Monroe Street

Address (line 2) []

Address (line 3): Chicago Illinois 60603

City State/Country Zip Code

Individual General Partnership Limited Partnership Association

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.)

02/25/2002 6TOW11 00000004 1285100

01 FC:481 40.00 OP

02 FC:482 75.00 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

07/19/2002 6TOW11 00000015 1285100

01 FC:482 25.00 OP

TRADEMARK
 REEL: 002544 FRAME: 0968

Domestic Representative 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 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)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees: 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.

Andrea Serdiuk

Andrea Serdiuk

2/4/02

Name of Person Signing

Signature

Date Signed

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	SATUS	
Cherry	122,694	14-Apr.-1977	1,085,925	21-Feb-1978	Registered	1
Cherry	426,053	16-May-1983	1,285,100	10-Jul-1984	Registered	2
Cherry Cluster Design	277,926	15-Sep-1980	1,249,612	30-Aug-1983	Registered	3
Cherry	277,927	15-Sep-1980	1,175,982	03-Nov-1981	Registered	4
Cherry and Design	277,992	15-Sep-1980	1,177,027	10-Nov-1981	Registered	5
Worterbuch			A 852,561	14-Feb-1966	Registered	
Diccionario De Ingles Y Espanol			A 841,907	14-Feb-1966	Registered	
Cherry (Argentina)	1835157	11-Mar-1992	1539235	30-Sep-1994	Registered	
Cherry and "Three Cherries" Design (B) (Austria)			97008	03-Jan-1991	Renewed	
Cherry and "Three Cherries" Design (B)(Austria)			72378	04-Sep-1992	Registered	
Cherry and "Three Cherries" Design (B) (Benelux)			370810	30-Dec-1990	Renewed	
CHERCO and "Three Cherries" Design (COLOR) (Brazil)	24787/M-79	03-Sep-1979	790247879	03-Aug-1982	Renewed	
"CATALOG NUMBER C-62" (Canada)	158837		46/158837/9	22-May-1963	Unlimited	
Cherry and "Three Cherries" Design (A) (Canada)			134758	28-Feb-1994	Registered	
Cherry and "Three Cherries" Design (B) (Canada)			264366	20-Nov-1996	Registered	
Cherco and "Three cherries" Design (Chile)	202218	02-Mar-1992	391671	27-Aug-1992	Registered	
Cherry and "Three Cherries" Design (B) (Chile)	212359	04-Dec-1992	397991	04-Dec-1992	Registered	

TRADEMARK

--- REEL: 002544 FRAME: 0970



TRADEMARK COLLATERAL AGREEMENT

This 1st day of February, 2002, THE CHERRY CORPORATION, a Delaware corporation (*"Debtor"*) with its principal place of business and mailing address at 3600 Sunset Avenue, Waukegan, Illinois 60087, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation (*"Harris"*) with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the various secured creditors pursuant to that certain Credit Agreement dated of even date herewith between the Debtor, the guarantors party thereto, Harris, individually and as administrative agent and the other lenders from time to time party thereto (said Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the *"Secured Party"*), and grants to Secured Party a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE CHERRY CORPORATION

By *Dan A. King*
Name Dan A. King
Title VP, Finance & Administration

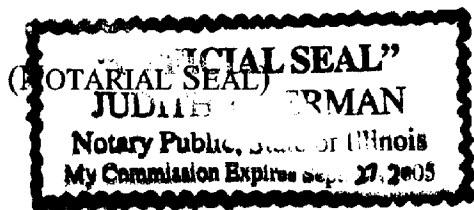
HARRIS TRUST AND SAVINGS BANK, as
Administrative Agent

By *Betzaida Erdelyi*
Name **BETZAIDA ERDELYI**
Title **VICE PRESIDENT**

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JUDITH TIGERMAN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BETLAIDA ERDELYI, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such BETLAIDA ERDELYI appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of February, 2002.



Judith Tigerman
Notary Public

JUDITH TIGERMAN
(Type or Print Name)

My Commission Expires:

9/27/05

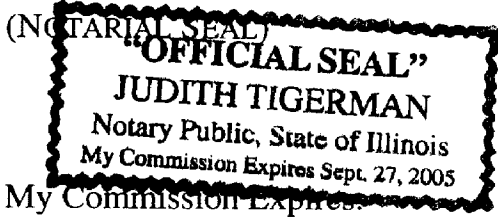
TRADEMARK

REEL: 002544 FRAME: 0973

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JUDITH TIGERMAN a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAN A. KING, Vice President of The Cherry Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such DAN A. KING appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of February, 2002.



Judith Tigerman
Notary Public

JUDITH TIGERMAN
(Type or Print Name)

2/1/05

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.

MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	SATUS
Cherry (China)	2001127162	18-Jul-2001			Pending
Cherry and "Three Cherries" Design (B) (China)	93099574	16-Oct-1993	780801	07-Oct-1995	Registered
Cherry and "Three Cherries" Design (B) (Colombia)			111446/2909	05-Dec-1990	Renewed
Cherry and "Three Cherries" Design (B) (Czech Republic)	112340	21-Jun-1996	214386	28-Dec-1998	Registered
Cherry and "Three Cherries" Design (B) (Denmark)			3503/1972	27-Oct-1992	Registered
Cherry and "Three Cherries" Design (B) (Finland)			86753	05-Sep-1993	Registered
Cherry and "Three Cherries" Design (A) (France)	902387	27-Jan-1988	1447126	27-Jan-1988	Renewed
Cherry and "Three Cherries" Design (B) (France)	251467	23-Nov-1990	1629293	23-Nov-1990	Renewed
Cherry (Germany)		24-Jun-1995	852948	24-Jun-1995	Registered
Cherry (Germany)		23-May-1989	876092	23-May-1989	Renewed
Cherry (Germany)			1033444	17-Jan-1991	Renewed
Cherry and "Three Cherries" Design (B) (Germany)			1030046	17-Jan-1991	Renewed
Cherry and "Three Cherries" Design (B) (Hong Kong)	183/81	20-Jan-1981	1906/1981	20-Jan-1981	Registered
Cherry and "Three Cherries" Design (India)		28-Jan-1995	371504	28-Jan-1995	Registered
Cherry and "Three Cherries" Design (Ireland)			103948	30-Dec-1987	Dispatched
Cherry and "Three Cherries" Design (B) (Israel)	51405	30-Dec-1980	51405	30-Dec-1980	Dispatched
Registered User (Israel)					Pending
REGISTERED USER (Israel)					Registered
Cherry and "Three Cherries" Design (A) (Italy)	34146C/83	09-Jun-1983	457463	24-Nov-1986	Registered
Cherry and "Three Cherries" Design (B) (Italy)	33102C/81	16-Feb-1981	439036	21-Jul-1986	Dispatched
Cherry and "Three Cherries" Design (B) (Japan)	06-701368	18-Jan-1994	1678797	20-Apr-1994	Registered

MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	SATUS
Cherry and "Three Cherries" Design (B) (South Korea)	94-5443	23-Aug-1994	107707	29-Nov-1994	Registered
Cherry AN "Three Cherries" Design (B) (Mexico)		26-Sep-1993	387305	26-Sep-1993	Registered
Cherry and "Three Cherries" Design (B) (Norway)			87190	01-Feb-1993	Registered
Cherry and "Three Cherries" Design (B) (Norway)			112388	18-Nov-1992	Registered
CHERCO and "Three Cherries" Design (Peru)	211197	30-Oct-1992	46466	25-Nov-1992	Registered
Cherry and "Three Cherries" Design (B) (Peru)	15188	01-Aug-1991	41209	23-Aug-1991	Registered
Cherry and "Three Cherries" Design (B) (Portugal)	211121	14-Apr-1981	211121	23-Sep-1998	Renewed
Cherry and "Three" Cherries Design (Portugal)					Pending
Cherry and "Three Cherries" Design (B) (Singapore)			324/81	22-Jan-1988	Registered
Cherry and "Three Cherries" Design (B) (Slovakia)	1697-96	27-Jun-1996	184780	15-Mar-1999	Registered
Cherry and "Three Cherries" Design (B) (South Africa)			81/2257	08-Apr-1991	Renewed
"Three Cherries" Design (Spain)	485500	11-Nov-1996	485500	11-Nov-19986	Renewed
Cherry (Spain)		13-Dec-1993	490436	13-Dec-1988	Registered
Cherry and "Three Cherries" Design (B) (Spain)		27-Jul-1997	684245	27-Jul-1992	Registered
Cherry and "Three Cherries" Design (B) (Spain)		27-Jul-1997	684246	27-Jul-1992	Registered
Cherry and "Three Cherries" Design (B) (Sweden)			143783	20-Jul-1993	Registered
Cherry and "Three Cherries" Design (B) (Sweden)			181242	30-Apr-1992	Registered
Cherry and "Three Cherries" Design (B) (Switzerland)	129	07-Jan-1981	310351	07-Jan-1981	Renewed
Cherry (Taiwan)	90030425	24-Jul-2001			Pending
Cherry and "Three Cherries"			157122	01-Aug-1991	Dispatched

MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	SATUS
Design (B) (Taiwan)					
Cherry and "Three Cherries" Design (B) (Taiwan)			158171	16-Aug-1991	Dispatched
Cherry and "Three Cherries" Design (B) (Turkey)			71056	06-Feb-1991	Dispatched
Cherry and "Three Cherries" Design (A) (United Kingdom)			A888031	09-Dec-1986	Renewed
Cherry and "Three Cherries" Design (B) (United Kingdom)			1147982	02-Feb-1988	Registered
Cherry and "Three Cherries" Design (B) (Venezuela)	617-85	21-Jan-1985	126926	16-Jan-1987	Registered