

Form PTO-1594 (Rev 6-93)	<div style="position: relative; height: 100px;"> <div style="position: absolute; top: 0; left: 0; transform: rotate(-45deg); font-weight: bold; font-size: 1.2em;">           OIPE JC16            NOV 05 2002            PATENT &amp; TRADEMARK OFFICE         </div> <div style="position: absolute; top: 0; right: 0; font-weight: bold; font-size: 1.2em;">           11-12-2002         </div> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); font-weight: bold; font-size: 1.5em;">           102277739         </div> </div>	U.S. Department of Commerce Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks		
1. Name of conveying party(ies): <div style="text-align: right; font-weight: bold; font-size: 1.2em; margin-bottom: 10px;">11-5-02</div> KUHLMAN ELECTRIC CORPORATION  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> *Corporations <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>FIRST UNION NATIONAL BANK, as administrative agent</u> Internal Address: _____ _____ Street Address: <u>201 South College Street</u> _____ City: <u>Charlotte</u> State: <u>NC</u> ZIP: <u>28288</u> Country: _____ <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation _____ <input checked="" type="checkbox"/> * Other <u>bank, financial institution</u>  If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)  Additional name(s) & Address(es) attached? Yes * No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> * Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>October 5, 1999</u>		
4. Application number(s) or trademark number(s): SEE ATTACHMENT 1 If this document is being filed together with a new application, the execution date of the application is _____		
A. Trademark Application No.(s) SEE ATTACHMENT 1	B. Trademark No.(s) SEE ATTACHMENT 1	
Additional numbers attached      * Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Robert E. Rude II</u> Internal Address: <u>Mayer, Brown, Rowe &amp; Maw</u> _____ Street Address: <u>1909 K Street, NW</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u>	6. Total number of applications and trademarks involved: <u>7</u>  7. Total fee (37 CFR 3.41): <u>\$ 190.00</u> <input checked="" type="checkbox"/> * Enclosed (Check No. 2012 ) <input type="checkbox"/> Authorized to be charged to deposit account _____  8. Deposit account number: _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
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.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Robert E. Rude II</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>November 5, 2002</u>            Date         </div> </div>		
Total number of pages comprising cover sheet and document attachments: 6		

11/08/2002 6TON11 00000155 890836

01 FC:0521  
02 FC:0522

40.00 OP  
150.00 OP

TRADEMARK  
 REEL: 2614 FRAME: 0767

ATTACHMENT 1  
to Borrower  
Trademark Security Agreement

<sup>1/</sup>Item A. Trademarks

Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
K KUHLMAN and Design	United States	890836	05/12/70
KUHLMAN	United States	786326	03/09/65
TOROFORM	United States	1452966	08/18/87
ASSOCIATED ENGINEERING	United States	1794750	09/28/93
AE	United States	1761177	03/30/93
AE (Stylized)	United States	1767332	04/27/93
R & D / Design	United States	1358439	09/03/85

Pending Trademark Applications

<u>Date</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing</u>
	NONE		

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Filing Docket No.</u>	<u>Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>Country or Expiration Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Date</u>
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<sup>1/</sup> List items related to the United States first for ease of recordation. List items related to other countries next grouped by country and in alphabetical order by country name.

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[EXECUTION COPY]

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 5, 1999, between KEC MERGER SUB, INC., which has merged with and into KUHLMAN ELECTRIC CORPORATION, a Delaware corporation, and the surviving entity of such Merger (the "Grantor"), and FIRST UNION NATIONAL BANK, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties (such capitalized term and other capitalized terms used in this Security Agreement to have the meanings set forth in Section 1).

### WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of October 5, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions as are, or may from time to time become, parties thereto (each individually a "Lender" and collectively the "Lenders"), the Administrative Agent and First Union Securities, Inc., as lead arranger and bookrunner (in such capacity, the "Arranger"), the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of October 5, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

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(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, anywhere in the world, and all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b);

(e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(f) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding office in other countries in the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** On the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**SECTION 5 Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark

Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


KUHLMAN ELECTRIC CORPORATION  
(as surviving corporation of the  
merger of KEC Merger Sub, Inc. with and into  
Kuhlman Electric Corporation)

By:   
Name: THOMAS MINNICK  
Title: V. P. FINANCE

Address: 101 Kuhlman Boulevard  
Versailles, Kentucky 40383

Facsimile No.: (606) 873-6126  
Attention: John Zvolensky, Jr.

FIRST UNION NATIONAL BANK, as  
Administrative Agent

By:   
Name: Ted Summer  
Title: Director

Address: One First Union Center, TW-10  
Charlotte, NC 28288-0608

Facsimile No. (704) 383-6037:  
Attention: Richard DiDonato

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