FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97 LegalStar
TM05/REV03

2-19-03

RECORD **TRAI**

02-19-2003

102366924

Docket No.: **999901/002**

Tab settings

To the Honorable Commissioner of Patents and Tr. ... iginal documents or copy thereof.

1. Name of conveying party(ies):

Cherokee International Corporation
(successor by merger to Cherokee International LLC)

2.19.03

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State **Delaware**
- ☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

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

Name: **U.S. Bank, N.A.**

Internal Address: **180 East 5th Street**

Street Address:

City: **St. Paul** State: **MN** ZIP: **55101**

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other **National Association**

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☒ N

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: **Effective Date - November 27, 2002**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,373,046

Additional numbers ☐ Yes ☒ No

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

Name: **Heather Danzig Heft**

Internal Address: **Stroock & Stroock & Lavan LLP**

Street Address: **180 Maiden Lane**

City: **New York** State: **NY** ZIP: **10038**

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:

19-4709

02/19/2003 DBYRNE 00000093 194709 2373046

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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.

Heather Danzig Heft — Name of Person Signing

Heather Danzig Heft — Signature

February 14, 2003 — Date

Total number of pages including cover sheet, attachments, and **6**

TRADEMARK SECURITY AGREEMENT

CHEROKEE INTERNATIONAL CORPORATION, a Delaware corporation and successor by merger to Cherokee International, LLC ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

Grantor has entered into a Credit Agreement dated as of November 27, 2002 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") with U.S. Bank, N.A., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Agent and the Lenders; and

Pursuant to the terms of a Security Agreement dated as of November 27, 2002 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the

goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted 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.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 27th day of November, 2002.

CHEROKEE INTERNATIONAL
CORPORATION, a Delaware corporation

By: Jeffrey M Frank
Name: JEFFREY M. FRANK
Title: PRESIDENT & CEO

Acknowledged:

U.S. BANK, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

Mark	Registration Number	Registration Date	Country	Description
"CHEROKEE INTERNATIONAL"	2,373,046	August 1, 2000	USA	Typed Drawing