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

RECORDATION FC TRADEMA

DEPT. OF COMMERCE Trademark Office

Resubm

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

1. Name of conveying party(ies): Gehr Industries, Inc. Prime Wire & Cable, Inc.

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

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: Sept. 9, 2002 / 9/9/2002

2. Name and address of receiving party(ies) Name: Union Bank of California, N.A. Internal Address: Street Address: 200 Pringle Avenue, Ste. 260 City: Walnut Creek State: CA Zip: 94596

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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) 75/832734 75/832733

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Murphy Sheneman Julian & Rogers Internal Address: Bryan Snyder, Paralegal

Street Address: 2049 Century Park East Suite 2100

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41) \$ 740.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 20-0052

(Attach duplicate copy of this page if paying by deposit account)

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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.

Christine E. Wilson Name of Person Signing

Christine E. Wilson Signature

12/23/02 Date

Total number of pages including cover sheet, attachments, and document: 14

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

SCHEDULE I

to

**PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

(PART A)

PATENTS

None.

(PART B)

TRADEMARKS

(See Attached)

(PART C)

COPYRIGHTS

None.

MARK	Client Atty	CPH Docket Your Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant	STATUS
					02/14/1984		
TECHPRENE	G42 WGM	14481-USA UNITED STATES	TM 17	1260925	03/22/1982 12/13/1983	Gehr Industries	REGISTERED
THINLINE	G42 WGM	35836-USA UNITED STATES	TM 09	2462696	09/15/1999 06/19/2001	Gehr Industries Inc.	REGISTERED

MARK	Client Atty	CPH Docket Your Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant	STATUS
BULLDOG TOUGH	G42 WGM	35990-USA UNITED STATES	TM 09	75/832734	10/26/1999 ITU	Gehr Industries, Inc. dba Prime Wire & Cable	ALLOWED 07/17/2001
BULLDOG TOUGH PRIME and design (bulldog logo)	G42 WGM	35991-USA UNITED STATES	TM 09	75/832733	10/26/1999 ITU	Gehr Industries, Inc. dba Prime Wire & Cable	ALLOWED 07/17/2001
CENTURY	G42 WGM	14005-USA UNITED STATES	TM 09	1196717	06/01/1981 06/01/1982	Gehr Industries	REGISTERED
CRAZYCORDS	G42 GSL	48033-USA UNITED STATES	TM 09	76/380771	03/08/2002 ITU	Prime Wire & Cable	PENDING
Design (electrical power cable connector)	G42 WGM	20896-USA UNITED STATES	TM 09	1740927	09/12/1989 12/22/1992	Gehr Industries	REGISTERED
Electrical Cord Connector (design)	G42 WGM	20823-USA UNITED STATES	TM 09	1742783	09/06/1989 12/29/1992	Gehr Industries	REGISTERED
FLASH GRAM and design	G42 WGM	48125-USA UNITED STATES	TM/S M	76/398726	04/22/2002	Gehr Industries, Inc.	PENDING

MARK	Client Atty	CPH Docket Your Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant	STATUS
MIL-SPEC	G42 WGM	11661- CA CALIFORNIA	SM 35	056979	11/09/1977	Gehr Industries	REGISTERED
MIL-SPEC	G42 WGM	11662- CA CALIFORNIA	TM 21	056955	11/09/1977	Gehr Industries	REGISTERED
MIL-SPEC	G42 WGM	14483-USA UNITED STATES	TM 09	1240983	03/19/1982 06/07/1983	Gehr Industries	REGISTERED
MIL-SPEC	G42 WGM	15367-USA UNITED STATES	TM 09, 11	1329317	01/23/1984 04/09/1985	Gehr Industries	REGISTERED
MIL-SPEC	G42 WGM	33656-USA UNITED STATES	TM 22	2340399	11/19/1998 04/11/2000	Gehr Industries, Inc.	REGISTERED
MILFLEX	G42 WGM	15408-USA UNITED STATES	TM 09	1314420	01/23/1984 01/15/1985	Gehr Industries	REGISTERED
MILPRENE	G42 WGM	10981-USA UNITED STATES	TM 09	1111674	12/16/1977 01/23/1979	Gehr Industries	REGISTERED
MILSPEC	G42 WGM	32929-USA UNITED STATES	TM 06, 08, 17	75/591802	11/19/1998	Gehr Industries, Inc.	PENDING
MILSPEC MART	G42 WGM	31320-USA UNITED STATES	SM 35	2396168	09/05/1997 10/17/2000	Gehr Industries, Inc.	REGISTERED
MILSPEC MART AMERICA'S PREMIER CONTRACTORS' SUPPLY	G42 WGM	31321-USA UNITED STATES	SM 35	2471827	09/05/1997 07/24/2001	Gehr Industries, Inc.	REGISTERED
NEON FLEX	G42 WGM	35837-USA UNITED STATES	TM 09	2541206	09/15/1999 02/19/2002	Gehr Industries, Inc.	REGISTERED
NUFLEX	G42 WGM	18995-USA UNITED STATES	TM 17	1486136	08/18/1987	Gehr Industries	REGISTERED

MARK	Client Atty	CPH Docket Your Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant	STATUS
		STATES			04/26/1988		
NUPRENE	G42 WGM	18994-USA UNITED STATES	TM 17	1485263	08/18/1987 04/19/1988	Gehr Industries	REGISTERED
POWER TECH	G42 WGM	14433-USA UNITED STATES	TM 09	1262249	01/11/1982 12/27/1983	Gehr Industries	REGISTERED
POWER TECH	G42 WGM	48651-USA UNITED STATES	TM 09	76/426872	07/02/2002 ITU	Gehr Industries, Inc.	PENDING
POWER TECH	G42 WGM	48762-USA UNITED STATES	TM		ITU	Gehr Industries, Inc.	MAILED 08/22/2002
PRIME	G42 WGM	18993-USA UNITED STATES	TM 09	1522471	05/26/1988 01/31/1989	Gehr Industries	REGISTERED
PRIME	G42 WGM	22590-USA UNITED STATES	TM 9, 11	1727147	01/17/1991 10/27/1992	Gehr Industries, Inc.	REGISTERED
PRIME	G42 WGM	22591-USA UNITED STATES	TM 09	1686158	01/17/1991 05/12/1992	Gehr Industries	REGISTERED
PRO GLO	G42 WGM	45792-USA UNITED STATES	TM 09	2582262	10/30/2001 06/18/2002	Gehr Industries, Inc.	REGISTERED
SUB-ZERO	G42 WGM	20462-USA UNITED STATES	TM 09	1626725	01/30/1989 12/11/1990	Gehr Industries	REGISTERED
TECHFLEX	G42 WGM	14482-USA UNITED STATES	TM 09	1266929	03/22/1982	Gehr Industries	REGISTERED

09-23-2002



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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): Gehr Industries, Inc. Prime Wire & Cable, Inc. 9.16.02

2. Name and address of receiving party(ies) Name: Union Bank of California, N.A. Internal Address: Street Address: 200 Pringle Avenue, Ste. 260 City: Walnut Creek State: CA Zip: 94596

3. Nature of conveyance: Security Agreement Execution Date: Sept. 9, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/832734 75/832733

B. Trademark Registration No.(s) TRADEMARK RECEIVED 2002 SEP 16 P 3:11

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Murphy Sheneman Julian & Rogers Internal Address: Bryan Snyder, Paralegal Street Address: 2049 Century Park East Suite 2100 City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41): \$ 740.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 20-0052 (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. Bryan Snyder, Paralegal Name of Person Signing Signature Date 9/11/02

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

09/20/2002 6TOM11 00000248 200052 75832734 01 FC:481 40.00 CH 02 FC:482 700.00 CH

TRADEMARK REEL: 002758 FRAME: 0210

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of September 9, 2002, is made by GEHR INDUSTRIES, INC., a California corporation, and PRIME WIRE & CABLE, INC., a California corporation (each a "Grantor" and collectively the "Grantors"), in favor of UNION BANK OF CALIFORNIA, N.A. ("Bank").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and among Grantors and Bank (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Bank has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In order to induce Bank to enter into the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to induce Bank to extend the financial accommodations as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver to Bank this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Bank hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein. In addition, the following capitalized terms shall have the following respective meanings:

"Copyright License" means any and all rights now owned or hereafter acquired by any Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Grantor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Patent License” shall mean rights under any written agreement now owned or hereafter acquired by any Grantor granting any right with respect to any invention on which a Patent is in existence.

“Patents” shall mean all of the following in which any Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any territory thereof, or any other country, and (b) all reissues, continuations, continuations-in-part, divisions or extensions thereof.

“Trademark License” shall mean rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

“Trademarks” shall mean all of the following now owned or existing or hereafter adopted or acquired by any Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Bank a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or derivations of such Grantor), and whether owned by or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the “Intellectual Property Collateral”):

2.1 all of such Grantor’s Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

2.2 all of such Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

2.3 all of such Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

2.4 all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

2.5 all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark Licence, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. **Loan Agreement.** The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Bank pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Liens granted under this Agreement are more fully set forth in the Loan 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, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

GEHR INDUSTRIES, INC.

By: _____
Name: NORBERT GEHR
Title: CH/CEO

PRIME WIRE & CABLE, INC.

By: _____
Name: NORBERT GEHR
Title: CH

Agreed to and Acknowledged by:

"Bank"

UNION BANK OF CALIFORNIA, N.A.

By: _____
Name: Michael L. [Signature]
Title: VP

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TRADEMARK

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		STATES			04/26/1988		
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PRIME	G42 WGM	22591-USA UNITED STATES	TM 09	74/131076 1686158	01/17/1991 05/12/1992	Gehr Industries	REGISTERED
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