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12-11-2002



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U.S. DEPARTMENT OF Patent and Trademark

12-6-02

Tab settings: DD

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):
Cherokee International, LLC

12-6-02

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

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

2. Name and address of receiving party(ies)

Heller Financial, Inc., as Agent

Internal Address: _____

Street Address : 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship _____
- Association _____

- General Partnership _____
- Limited Partnership _____
- Corporation State DE

Other _____

If assignee is not domiciled in the United States, a designation is attached: Yes No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: November 27, 2002

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration
2,373,046

Additional numbers attached? NO

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

Name: R

RETURN TO: _____

FEDERAL RESEARCH CORP

1030 15th STREET NW

Street Address: SUITE 920

WASHINGTON DC 20005

City: _____ Stat _____ ZIP _____

6. Total number of applications and registrations 1

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

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

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

12/10/2002 6TON1 0000053 2373046

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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 of the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

12/03/02
Date

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

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

TRADEMARK SECURITY AGREEMENT

WHEREAS, 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

WHEREAS, Grantor has entered into an Amended and Restated 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 Heller Financial, Inc., 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

WHEREAS, pursuant to the terms of an Amended and Restated 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;

NOW, THEREFORE, 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

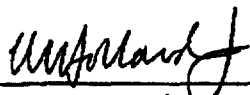
associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

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.

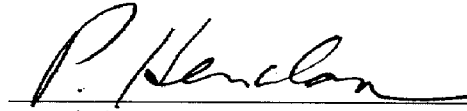
CHEROKEE INTERNATIONAL
CORPORATION, a Delaware corporation

By: 
Name: R. V. HOLLAND, JR.
Title: CFO

Acknowledged:

HELLER FINANCIAL, INC., as
Agent

By:

A handwritten signature in black ink, appearing to read "P. Henahan", written over a horizontal line.

Name: Patrick Henahan

Title: Senior Vice President

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
CHEROKEE INTERNATIONAL	2,373,046	August 1, 2000

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		