

11-21-2003

KL Ref. No.: 096827/49

FORM PTO-1594

RE

ET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

Patent and Trademark Office

To the Honorable Commissioner of

102606255

original documents or copy thereof.

1. Name of conveying party(ies)

J.P. Morgan Europe Limited (successor to Chase Manhattan International Limited)

11-18-03

- Individual(s)
- General Partnership
- Limited Company incorporating in England and Wales
- Association
- Limited Partnership
- Other

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

2. Name and address of receiving party(ies)

Name: BC Components Holdings B.V.

Internal Address:

Street Address: Meerenakkerplein 27-30

City: 5605 Eindhoven, The Netherlands

- Individual(s) citizenship United States
- Association
- General Partnership
- Limited Partnership
- Corporation-Netherlands
- Other

3. Nature of conveyance:

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

Execution Date: December 13, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0693449 (see attached)

Additional numbers attached? Yes No (see attached continuation sheet)

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

Name: Matthew N. Hais, Esq.

Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 919 Third Avenue

City: New York State: New York Zip: 10022

6. Total number of applications and registrations involved.....

11

7. Total fee (37 CFR 3.41) \$290.00

- Enclosed
- Authorized to be charged to deposit account # 50-0540

8. Deposit account number: 50-0540

(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.

Katherine Meyer

Name of Person Signing

Signature

11/18/03

Date

Total number of pages including cover sheet, attachments, and document: 8

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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01 FC:8521
02 FC:8522

40.00 OP
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TRADEMARK
REEL: 002867 FRAME: 0277

**SECURITY AGREEMENT
TRADEMARKS**

Nature of Interest	Registered Trade Marks	Number	Property Covered DD MM YY	Date Registered	Country of Registration
Owner	PEC	0693448	Electrical units having a circuit directly bonded to the surface of a ceramic body	23.02.60	USA
Owner	ULTRA-KAP	0732410	Ceramic capacitors	05.06.62	USA
Owner	CENTRAL LAB	0204006	Radio signalling apparatus and parts thereof, comprising condensers, grid leaks, potentiometers, rheostats, vacuum tube detectors, switch arms and levers, transformers and tuners	06.10.25	USA
Owner	GAP-KAP	0829718	Electronic devices- namely, voltage surge protection devices, spark gap type devices, and capacitors	06.06.67	USA
Owner	BEYSCHLAG	1171062	Electrical resistors	29.09.81	USA
Owner	SPACE MISER	1284168	Resistors	03.07.84	USA
Owner	MICRO-PAK	1376652	Reels upon which carrier tapes of electronic components are wound	31.12.85	USA
Owner	MONO-AXIAL	1549850	Conformally coated axial leaded ceramic capacitors	01.08.89	USA
Owner	MONO-GLASS	1214725	Ceramic capacitors	10.08.82	USA
Owner	MONO-KAP	1034506	Electrical components- namely, capacitors	24.02.76	USA
Owner	MONO-PAK	1197164	Ceramic capacitors	02.11.82	USA

December 13, 2002

To the Persons listed on Schedule I hereto

RE: Payoff and Release in respect of Senior Credit Agreement and Mezzanine Credit Agreement (each as defined below)

Ladies and Gentlemen:

We refer to: (i) the Senior Credit Agreement dated January 14, 1999, among Phoenix Acquisition Company S.A.R.L. (formerly known as Phoenix Acquisition Company S.A., "**Phoenix**"); BCcomponents Holdings (Netherlands) B.V. (formerly known as BC Components Holdings (Netherlands) B.V., "**BCc Holdings**") as an Original Borrower; BCcomponents International B.V. (formerly known as BC Components International B.V., "**BCc International**") as an Original Borrower; BC Components, Inc. ("**BCC Inc.**"), as Guarantor, and the other "Guarantors" party thereto; J.P. Morgan plc (successor to Chase Manhattan plc) and CIBC World Markets plc (formerly known as CIBC Wood Gundy plc), as Arrangers; J.P. Morgan Europe Limited (successor to Chase Manhattan International Limited), as Agent and Security Agent ("**Secured Party**"); and the "Banks" party thereto (as amended, restated and supplemented through the date hereof, including by the Amendment and Waiver Agreement dated February 1, 2002, the "**Senior Credit Agreement**"); (ii) the Mezzanine Credit Agreement dated January 14, 1999, among Phoenix; BCc Holdings, as Borrower; BCC Inc., as Guarantor, and the other "Guarantors" party thereto; the "Lenders" party thereto; and Secured Party, as Security Agent (as amended, restated and supplemented through the date hereof, the "**Mezzanine Credit Agreement**"); (iii) each of the documents listed on Exhibit A attached hereto and incorporated herein (collectively, the "**Exhibited Documents**"); and (iv) (a) the Senior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated as of March 31, 1999, between BCC Inc. and Secured Party in respect of BCC Inc.'s property in Lexington County, South Carolina (the "**South Carolina Property**"), (b) the Mezzanine Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated as of March 31, 1999, between BCC Inc. and Secured Party in respect of the South Carolina Property and (c) the Blocked Account Agreement, dated as of August 3, 1999, among BCC Inc., Secured Party and Bank of America, N.A. (the agreements in this clause (iv), collectively with the Senior Credit Agreement, the Mezzanine Credit Agreement and the Exhibited Documents, the "**Collateral Documents**").

The Secured Party hereby (x) acknowledges receipt of €164,157,026.98 (the "**Payoff Amount**") and (y) releases its security interest in all collateral under the Collateral Documents (the "**Collateral**"), which Collateral includes, but is not limited to, the collateral listed on Exhibit A attached hereto and incorporated herein; and each of the Collateral Documents are hereby automatically terminated.

Secured Party hereby acknowledges and agrees that all security interests held by Secured Party in the Collateral are hereby automatically released and that Secured Party has no further interest in any of the real or personal property of assets of BCC Inc. or BCC International or any of their respective affiliates on account of any of the Collateral Documents. Secured Party further (x) agrees promptly to deliver to the appropriate "Debtor" under each Collateral Document (or, in the case of the Blocked Account Agreement, to BCC Inc.) the stock certificates, notes, and other Collateral in its possession and (y)(i) authorizes each such Debtor and its respective affiliates to deliver and file UCC-3 termination statements, United States Patent and Trademark Office Releases, mortgage satisfactions and any and all other instruments or documentation necessary or desirable to evidence the releases and terminations set forth herein promptly upon the receipt of the Payoff Amount (such termination statements, releases, instruments and documentation, collectively, the "Release Documents") and (ii) agrees (at the cost and expense of the appropriate Debtor) (A) to take all reasonable steps to cooperate with such Debtor's filing of any Release Document, (B) upon the request of any appropriate Debtor, to prepare and file any Release Document and (C) without limiting the generality of the foregoing, to take each of the actions set forth on Schedule 2 hereto. Notwithstanding anything in the foregoing to the contrary, for the avoidance of doubt, no Debtor shall be liable for any of the costs and expenses (including legal fees) of Secured Party incurred in connection with this letter, the Release Documents or the actions set forth on Schedule 2 hereto.

This letter shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to conflicts of laws principles (which principles shall be deemed to exclude Section 5-1401 of the New York General Obligations Law).

Transmission of this letter by facsimile shall be deemed effective as if delivery has been made of an originally executed manual signature.

Signed,

J.P. MORGAN EUROPE LIMITED,
as Secured Party

By: 

Name: BRIAN SCAMMELL

Title: MANAGING DIRECTOR

BCcomponents Holdings B.V.
Meerenakkerplein 27-30
P.O. Box 8777
5605 Eindhoven, The Netherlands

BCcomponents International B.V.
Meerenakkerplein 27-30
P.O. Box 8777
5605 Eindhoven, The Netherlands

BC Components, Inc.
6071 St. Andrews Road
Columbia, SC 29212

Secured Party (a) concurrently with the execution hereof, shall execute, and (b) as soon as practicable following the execution hereof, deliver each of the following documents:

(i) a Deed of Indemnity for Missing Certificate in respect of forty-nine percent (49%) of the membership interests in Capfoil, LLC to each of (x) BC Components, Inc., (y) Capfoil, LLC and (z) BCcomponents Holdings B.V.; and

(ii) the mortgage satisfactions in respect of (x) the Senior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated as of March 31, 1999, between BCC Inc. and Secured Party in respect of the South Carolina Property and (y) the Mezzanine Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated as of March 31, 1999, between BCC Inc. and Secured Party in respect of the South Carolina Property to Buist, Moore, Smythe & McGee, PA, South Carolina counsel to Secured Party, for filing in the appropriate jurisdictions.

COLLATERAL

1. "Pledged Collateral" as defined in the Senior Share Pledge Agreement dated as of January 14, 1999, between BCcomponents International B.V. and Secured Party
2. "Pledged Collateral" as defined in the Intra-Group Share Pledge Agreement dated as of January 14, 1999, between BCcomponents International B.V. and Secured Party
3. "Collateral" as defined in the Senior Security Agreement dated as of February 12, 1999, between BC Components, Inc. and Secured Party
4. "Collateral" as defined in the Mezzanine Security Agreement dated as of February 12, 1999, between BC Components, Inc. and Secured Party
5. "Collateral" as defined in the Intellectual Property Security Agreement dated as of March 12, 1999, between BCcomponents Holdings (Netherlands) B.V. and Secured Party
6. "Collateral" (including, but not limited to the "Patents") as defined in the Supplement to Intellectual Property Security Agreement (Patents) dated as of April 29, 1999, between BCcomponents Holdings (Netherlands) B.V. and Secured Party
7. "Collateral" (including, but not limited to the "Trademarks") as defined in the Supplement to Intellectual Property Security Agreement (Trademarks) dated as of April 29, 1999, between BCcomponents Holdings (Netherlands) B.V. and Secured Party
8. "Pledged Collateral" as defined in the Senior Pledge Agreement dated as of October 23, 2001, between BC Components, Inc. and Secured Party