

02-27-2004



102680010

2-27-04

To the Honorable Commissioner of Patent

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CHEROKEE INTERNATIONAL CORPORATION

☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State

☐

Other

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other

Execution Date: 02/25/2004

2. Name and address of receiving party(ies)

Name: GENERAL ELECTRIC CAPITAL CORPORATION

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 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) n.a.

B. Trademark Registration No.(s) 2,373,046

Additional number(s) attached ☐ Yes ☒ No

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

Name:

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address:

City:

State:

Zip:

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:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

Signature

02/25/2004

Date

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

7

08/01/2004 LMUELLER 00000045 2373046

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

01 FC:8521

40.00 OP

TRADEMARK
REEL: 002919 FRAME: 0466

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**"), dated as of February 25, 2004, by **CHEROKEE INTERNATIONAL CORPORATION**, a Delaware corporation and successor by merger to Cherokee International, LLC ("**Grantor**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Agent for Lenders ("**GE Capital**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor GE Capital and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Credit Parties party thereto;

WHEREAS, certain indebtedness under the Credit Agreement was originally lent pursuant to that certain Credit Agreement dated April 30, 1999, as amended and restated by that certain Amended and Restated Credit Agreement dated November 27, 2002 (the "**Original Credit Agreement**") by and among Grantor, Heller Financial, Inc., as Agent (the "**Heller**"), and the financial institutions party thereto as lenders (the "**Original Lenders**") by the Original Lenders to Grantor; and

WHEREAS, in order to induce Heller and Lenders to enter into the Original Credit Agreement, the Grantor has executed and delivered that certain Security Agreement dated as of April 30, 1999, as amended and restated by that certain Amended and Restated Security Agreement dated as of November 27, 2002 (the "**Original Security Agreement**"), between Grantor and Heller granting to Heller, for the benefit of itself as 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 Original 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 Original Credit Agreement;

WHEREAS, pursuant to the Original Security Agreement, Grantor executed and delivered to Heller, for itself as agent and the benefit of the Lenders, a Trademark Security Agreement dated as of November 27, 2002 (the "**Original Trademark Security Agreement**"); and

WHEREAS, pursuant to the terms of that certain Assignment, Acceptance and Appointment of Agent Agreement between Heller and GE Capital, dated as of the date

hereof, Heller has resigned as Agent under the Original Credit Agreement and has assigned and delegated its rights, remedies, duties and obligations under the Credit Agreement to GE Capital as the successor Agent; and

WHEREAS, Grantor and GE Capital, as successor Agent, desire to amend and restate the Original Security Agreement (as amended and restated, the "**Security Agreement**") and the Original Trademark Security Agreement, without constituting a novation, according to the terms and conditions hereof in order to reflect the transfer of the interests of the Heller as Agent to GE Capital and to evidence in the United States Patent and Trademark Office the security interests granted to GE Capital, as successor Agent (the "**Agent**"), hereunder.

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor has granted to Agent, and, for the avoidance of doubt but without in any manner limiting or qualifying the previous grant by Grantor under the Original Trademark Security Agreement, does hereby grant to Agent, for the benefit of Agent and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks, Trademark registrations, Trademark applications and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark, each Trademark registration, each Trademark application and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Trademark registration or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark, Trademark registration or any Trademark licensed under any Trademark License.

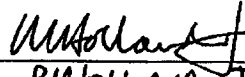
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement.

Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CHEROKEE INTERNATIONAL
CORPORATION**, a Delaware corporation

By: 
Name: R. H. ANDERSON JR.
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: _____
Name: _____
Title: _____

Amended and Restated Trademark Security Agreement

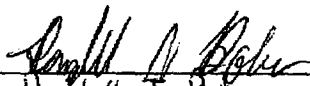
IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CHEROKEE INTERNATIONAL
CORPORATION**, a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Name: Randall J. Baker
Title: Its Duly Authorized Signatory

Amended and Restated Trademark Security Agreement

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

Mark	Registration No.	Registration Date
CHEROKEE INTERNATIONAL	2,373,046	August 1, 2000

Trademark Applications

None

Trademark Licenses

None.