

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Conxall Corporation		03/29/2005	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital Corporation, as Agent		
<b>Street Address:</b>	311 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2674297	NANO-MIZER	
Registration Number:	2106396	GET CONNECTED WITH CONXALL WORLD CLASS MANUFACTURER	
Registration Number:	2098811	CXA	
Registration Number:	2096914	MULTI-CON-X	
Registration Number:	2094502	MEGA-CON-X	
Registration Number:	2069238	MINI-CON-X	
Registration Number:	2061057	MAXI-CON-X	
Registration Number:	1945419	MICRO-MIZER	
Registration Number:	1679244	MIL-E-QUAL	
Registration Number:	1676638	MINI-MIZER	
Registration Number:	1493965	MICRO-CON-X	
Registration Number:	1356395	CONXALL	
<b>CORRESPONDENCE DATA</b>			

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Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: pagodoa@federalresearch.com  
Correspondent Name: CBC Companies dba Federal Research  
Address Line 1: 1030 Fifteenth Street, NW, Suite 920  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/12/2005

Total Attachments: 7  
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Schedule 1  
to Trademark  
Security Agreement

**Registered Trademarks and Trademark Applications**

**Conxall Corporation Trademarks**

<u>Registration #</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>
2674297	NANO-MIZER	US	1/14/2003
2106396	GET CONNECTED WITH CONXALL WORLD CLASS MANUFACTURER	US	10/21/97
2098811	CXA	US	9/23/97
2096914	MULTI-CON-X	US	9/16/97
2094502	MEGA-CON-X	US	9/9/97
2069238	MINI-CON-X	US	6/10/97
2061057	MAXI-CON-X	US	5/13/97
1945419	MICRO-MIZER	US	1/2/96
1679244	MIL-E-QUAL	US	3/17/92
1676638	MINI-MIZER	US	2/25/92
1493965	MICRO-CON-X	US	6/28/88
1356395	CONXALL	US	8/27/85

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2005, is between **CONXALL CORPORATION**, an Illinois corporation (the "Grantor"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as such terms are hereinafter defined).

### RECITALS

**WHEREAS**, Grantor owns the, Trademark registrations, and pending Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

**WHEREAS**, Switch Acquisition Corporation, a Delaware corporation ("Acquisition Co."; Acquisition Co., together with its permitted successors and assigns, including Switchcraft, Inc., an Illinois corporation ("Switchcraft"), from and after the consummation of the Consolidation, is referred to herein as the "Borrower") has entered into that certain Credit Agreement dated as of March 29, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee and the Lenders, providing for extensions of credit and other financial accommodations to be made to the Borrower by the Lenders; and

**WHEREAS**, as a subsidiary of Switchcraft, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrower and accordingly, pursuant to the terms of that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, certain affiliates of Grantor, and Grantee, Grantor has granted to Grantee for the benefit of Grantee and 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), and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and pending 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;

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

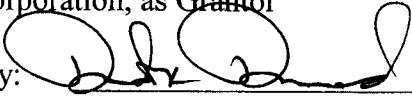
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the pending Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, 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 and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in 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; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 21<sup>st</sup> day of March, 2005.

**CONXALL CORPORATION**, an Illinois corporation, as Grantor

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent, as Grantee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 29<sup>th</sup> day of March, 2005.

**CONXALL CORPORATION**, an Illinois corporation, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent, as Grantee

By:   
Name: Timothy G. Lyles  
Title: Director

Schedule 1  
to Trademark  
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