

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Switchcraft, Inc.		03/29/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76606054	EN3
Registration Number:	1512516	TINI "QG"
Registration Number:	1476712	TINI-PLUG
Registration Number:	1469668	Q-G
Registration Number:	1013801	TINI JAX
Registration Number:	1011836	LITTEL SWITCH
Registration Number:	1011835	LITTEL JAX
Serial Number:	76606053	
Registration Number:	554294	SWITCHCRAFT
Registration Number:	817302	MICRO-PLUG

CORRESPONDENCE DATA	
Fax Number:	(866)459-2899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-783-2700

CH \$265.00 76606054

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

Switchcraft, Inc. Trademarks

<u>Registration #</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>
76-606054	EN3	US	n/a
1512516	TINI "QG"	US	11/15/88
1476712	Tini-Plug	US	2/16/88
1469668	Q-G	US	12/22/87
1013801	Tini-Jax	US	6/17/75
1011836	Littel Switch	US	5/27/75
1011835	Littel Jax	US	5/27/75
76-606053	Concentric Circles	US	n/a
554294	Switchcraft	US	1/29/52
0817302	Micro-plug	US	10/25/66
376514	Switchcraft	Mexico	6/20/89
125168	Switchcraft	Canada	1/26/62

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2005, is between SWITCHCRAFT, INC., 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 Grantor 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, 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 Agent 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

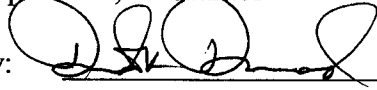
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto, 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 29th day of March, 2005.

SWITCHCRAFT, INC., 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 29th day of March, 2005.

SWITCHCRAFT, INC., an Illinois corporation, as Grantor

By: _____
Name: _____
Title: _____

Acknowledged:

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

By: 
Name: Timothy G. Lyne
Title: Director

Schedule 1
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