

10-21-2004

10-2104



ET

10-21-04

102865183

To the Director of the U. S. Patent and

Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Parallax Power Components, LLC

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

Citizenship (see guidelines) Delaware

Execution Date(s) September 27, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association

Internal Address: Kenneth Kaestner

Street Address: 70 East 55th Street

City: New York

State: New York

Country: USA Zip: 10022

Association Citizenship National

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

2816150

B. Trademark Registration No.(s)

Please see attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached

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

Name: Pryor Cashman Sherman & Flynn LLP

Internal Address: Louis Ciccone

Street Address: 410 Park Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-421-4100

Fax Number: 212-326-0806

Email Address:

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Louis Ciccone
Signature

10/14/04
Date

10/22/2004 DBYRNE

00000011 2816150

Louis Ciccone
Name of Person Signing

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

17



01 FC:6521
02 FC:6522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ATTACHMENT TO TRADEMARKS RECORDATION
FORM COVER SHEET (PTO-1594)**

Page 2

Items 4.B. and 4.C.: (continued)

Trademarks	Country	Reg. No.	Reg. Date
 PARALLAX POWER COMPONENTS L.L.C.	USA	2,816,150	February 24, 2004
	USA	2,833,684	April 20, 2004
PPC	USA	2,804,109	January 13, 2004
AEROFOIL	USA	1,478,419	March 1, 1988
AEROSTOR	USA	1,477,480	February 23, 1988
AEROMATIC	USA	1,477,479	February 23, 1988
AEROVAR	USA	1,476,645	February 16, 1988
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SUPERNOL	USA	1,392,836	May 13, 1986
AEROFILTER	USA	1,328,219	April 2, 1985
AEROVOX	USA	1,049,455	October 5, 1976
AEROMET	USA	1,044,742	July 27, 1976
BLUE MIKE	USA	925,746	January 11, 1972

**ASSIGNMENT OF
SECURITY INTEREST (PATENTS AND TRADEMARKS)**

THIS ASSIGNMENT OF SECURITY INTEREST (PATENTS AND TRADEMARKS) (this "**Agreement**") dated as of September 27, 2004 by and between PARALLAX POWER COMPONENTS, LLC, a Delaware limited liability company (the "**Grantor**" or, the "**Borrower**"), and PNC BANK, NATIONAL ASSOCIATION ("**PNC**") is entered into pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of even date herewith among the Grantor and PNC (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

WITNESSETH:

RECITALS.

A. The Grantor owns and uses certain patents and trademarks which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office and other jurisdictions, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. PNC proposes to make certain loans to the Borrower pursuant to the Credit Agreement (capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement); and

C. Pursuant to the Credit Agreement, the Borrower has granted and conveyed to PNC a security interest in all of its right, title and interest in and to the property described therein, including, without limitation, in (a) all Patents (as herein defined); (b) all of the Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located, provided however, that intent-to-use trademark applications shall not be included if and to the extent that a security interest therein would adversely affect the application or resulting registration; (c) all of the Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquires rights and wherever located; and (d) all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, PNC has required that the Grantor grant to PNC an assignment of the security interest in the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“**Patents**” means all patents and patent applications listed on Schedule I hereto, to the extent they are owned by Grantor, and all patents and all reissues and extensions thereof, which issue or have issued in the United States or in any other jurisdiction upon any patent applications which correspond with any of such applications or patents or any divisional, continuation or continuation-in-part thereof, including, without limitation, the right to sue for past, present and future infringements, and proceeds of the foregoing, including, but not limited to, proceeds of licensing.

“**Trademark License**” means any written agreement now or hereafter in existence granting to the Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“**Trademarks**” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States with the exception of United States intent-to-use trademark applications prior to their conversion into use-based applications; provided, however, that once the intent-to-use trademark application is converted into a use-based application, such application automatically shall be included as a part of “Trademarks”; any State thereof or any other country or any political subdivision thereof, including those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all reissues, extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Grantor hereby grants and conveys a security interest to PNC, in all of its right, title and interest in, to and under the following (collectively, the “**Property**”):

(a) each Patent now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, each Patent referred to in Schedule I hereto, to the extent such patents are owned by Grantor, and any renewals of registrations thereof; and

(b) each Trademark now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located and the goodwill of the business of the Grantor relating thereto or represented thereby, including each Trademark referred to in Schedule I hereto and any renewals of registrations thereof with the exception of United States intent-to-use trademark applications prior to their conversion into use-based applications; provided, however, that once the intent-to-use trademark application is converted into a use-based application, such application automatically shall be included as a "Trademark"; and

(c) each Trademark License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(d) all proceeds of the foregoing for the term of this agreement, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent, Trademark or breach of Trademark Licenses, if any, including, without limitation, any Patent, Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the security interest set forth above shall not be effective as a transfer of title to the Property unless and until PNC exercises the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in the Property, and until such time the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest herein granted in such Property.

3. The Grantor hereby acknowledges and affirms the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of PNC with respect to the security interest in the Property made and granted hereby and as more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In addition, the Grantor covenants and warrants that as of the date of this Agreement:

(a) The Patents, Trademarks and Trademark Licenses are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Patents, Trademarks and Trademark Licenses is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Patents or Trademarks violates the rights of any third person;

(d) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, other than those in which it owns a joint interest (which are indicated on Schedule I attached hereto), and Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Grantor not to sue third persons), except for the Trademark Licenses referred to in Schedule I attached hereto;

(e) The Grantor has the right to enter into this Agreement and perform its terms;

(f) The Grantor has used, and will continue to use for the duration of this Agreement where commercially reasonable, proper statutory notice, where appropriate, in connection with its use of the Patents and Trademarks; and

(g) The Grantor has used, and will continue to use for the duration of this Agreement, consistent standards and expense to halt infringement of the Patents and Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Trademark Licenses set forth in Schedule I.

4. (a) The Grantor assumes all responsibility and liability arising from the use of the Patents and Trademarks, and the Grantor hereby indemnifies and holds PNC and each Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Grantor's operations of its business from the use of the Patents and Trademarks, except to the extent any of the foregoing arises out of PNC's gross negligence or willful misconduct.

(b) In any suit, proceeding or action brought by PNC under any Trademark License for any sum owing thereunder, or to enforce any provisions of such Trademark License, the Grantor will indemnify and keep PNC and each Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against PNC or any Lender.

5. The Grantor hereby grants to PNC and its employees and agents the right to visit the Grantor's plants and facilities which manufacture, inspect or store products or goods sold under any of the Patents, Trademarks and Trademark Licenses, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. The Grantor shall use its best efforts to do any and all acts required by PNC to ensure the Grantor's compliance with this Agreement.

6. (a) If, before the Obligations shall have been indefeasibly paid in full, the Grantor shall obtain rights to any new patents or trademarks, the provisions of the Agreement shall automatically apply thereto with the exception of United States intent-to-use trademark

applications prior to their conversion into use-based applications; provided, however, that once the intent-to-use trademark application is converted into a use-based application, such application automatically shall be included; and the Grantor shall give PNC prompt written notice thereof.

(b) The Grantor grants PNC a power-of-attorney, irrevocable so long as the Credit Agreement is in existence, exercisable at all times, to modify this Agreement by amending Schedule I to include any future Property under Section 6(a) and to take any necessary steps to protect and perfect PNC's interest in such future Property.

7. The Grantor covenants and agrees with PNC that from and after the date of this Agreement and until the Obligations are fully and indefeasibly satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of PNC, the Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as PNC may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code with respect to the liens and security interests granted hereby. The Grantor also hereby authorizes PNC to file any such financing or continuation statement without the signature of the Grantor to the extent permitted by applicable law. If any amount payable under or in connection with any of the Property shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to PNC hereunder, duly endorsed in a manner satisfactory to PNC.

(b) Maintenance of Patents and Trademarks. The Grantor will not do any act, or omit to do any act, whereby the Patents, Trademarks, the Trademark Licenses or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value except where the Grantor deems such action or omission to be, in the exercise of its reasonable business judgment, commercially reasonable, and shall notify PNC immediately if it knows of any reason or has reason to know of any ground under which this result may occur. The Grantor shall, where it deems it so appropriate in the exercise of, its reasonable business judgment, take appropriate action at its expense to halt the infringement of the Patents and Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Trademark Licenses set forth in Schedule I.

8. The Grantor will not, except where the Grantor deems such action or omission to be, in the exercise of its reasonable business judgment, commercially reasonable (i) amend, modify, terminate or waive any provision of any Trademark License in any manner which might materially adversely affect the value of such Trademark License or the Trademarks, without the written consent of PNC, (ii) fail to exercise promptly and diligently each and every material right which it may have under each Trademark License (other than any right of termination), without the prior written consent of PNC, or (iii) fail to deliver to PNC a copy of each material demand, notice or document sent or received by it relating in any way to any Patent, Trademark License or Trademark.

9. The Grantor will advise PNC promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Property, (ii) of any material change in the composition of the Property, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Property or on the security interests created hereunder.

10. (a) The Grantor hereby irrevocably constitutes and appoints PNC and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, exercisable only during the occurrence and continuance of an Event of Default, with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time in PNC's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives PNC the power and right, on behalf of the Grantor, to do the following:

(i) To ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any Trademark License and, in the name of the Grantor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Trademark License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by PNC for the purpose of collecting any and all such moneys due under any Trademark License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Property, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) (A) to direct any party liable for any payment under any of the Trademark Licenses to make payment of any and all moneys due and to become due thereunder directly to PNC or as PNC shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Property; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Property or any part thereof and to enforce any other right in respect of any Property; (D) to defend any suit, action or proceeding brought against the Grantor with respect to any Property; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as PNC may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Property as fully and completely as though PNC were the absolute owner thereof for all purposes, and to do, at PNC's option all acts and things which PNC deems necessary to protect, preserve or realize upon the Property and PNC's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Grantor might do.

This power of attorney, exercisable only during the occurrence and continuance of an Event of Default, is a power coupled with an interest and shall be irrevocable. Notwithstanding

the foregoing, the Grantor further agrees to execute any additional documents which PNC may require in order to confirm this power of attorney, or which PNC may deem necessary to enforce any of its rights contained in this Agreement.

(b) The powers conferred on PNC hereunder, exercisable only during the occurrence and continuance of an Event of Default, are solely to protect its interests in the Property and shall not impose any duty upon it to exercise any such powers. PNC shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) The Grantor also authorizes PNC, exercisable only during the occurrence and continuance of an Event of Default, to execute, in connection with the sale provided for in this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Property.

(d) Concurrently with the execution and delivery hereof, the Grantor is executing and delivering to PNC, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Property pursuant to this Agreement, exercisable only during the occurrence and continuance of an Event of Default.

11. If the Grantor fails to perform or comply with any of its agreements contained herein and PNC, as provided for by the terms of this Agreement, shall perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of PNC incurred in connection with such performance or compliance shall be payable by the Grantor to PNC on demand and shall constitute Obligations secured hereby.

12. This Agreement shall terminate upon termination of the Credit Agreement in accordance with the provisions thereof. At any time and from time to time prior to such termination, PNC may terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, PNC shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Grantor in order to evidence such termination, subject to any disposition of the Property which may have been made by PNC pursuant hereto or pursuant to the Credit Agreement.

13. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment of Security Interest to be duly executed under seal by its duly authorized officers as of the date first above written.

Parallax Power Components, LLC

By: American Circuit Breaker Corporation, LLC,
its managing member

By: 

Name: Nathan J. Mazurek

Title: President

PNC Bank, National Association

By: 

Name: Thomas J. Lorenz

Title: Senior Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 27th day of September, 2004 before me personally came Nathan J. Mazurek, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of American Circuit Breaker Corporation, a New York corporation that is the managing member of Parallax Power Components, LLC, a Delaware limited liability company, who being by me duly sworn, did depose and say that he such officer of such corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability by its managing member (by such managing member's order of its Board of Directors); that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires: *March 30, 2007*

Judith A. Hofrichter

JUDITH A. HOFRICHTER
Notary Public, State of New York
No. 01HO4748064
Qualified in Queens County
Commission Expires March 30, 2007

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 27th day of September, 2004 before me personally came Thomas J. Lorenz, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Senior Vice President of PNC Bank National Association, who being by me duly sworn, did depose and say that he such officer of such entity described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said entity by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said entity.

Notary Public

My Commission Expires: *March 30, 2007*

Judith A. Hofrichter

JUDITH A. HOFRICHTER
Notary Public, State of New York
No. 01HO4748064
Qualified in Queens County
Commission Expires March 30, 2007



SCHEDULE I

REGISTERED PATENTS

Patent Title	Country	Patent No.	Filing Date/Issue Date
Segmented Metallized Film	USA	6,631,068	September 17, 2002/ October 7, 2003
Capacitor Mounting	USA	6,556,425	May 1, 2000/ April 29, 2003
Capacitor with Integral Discharge Resistor and Method of Making Same	USA	4,599,676*	February 13, 1985/ July 8, 1986
Capacitor and Method of Manufacture	USA	4,812,941*	August 18, 1987/ March 14, 1989
Metallized Film Capacitor	USA	4,897,761*	May 10, 1988/ January 30, 1990
Transformer with Layer-Wound and Random Wound Windings	USA	4,914,413*	August 24, 1989/ April 30, 1990
Dielectric Fluid for a Metallized Film Capacitor	USA	4,931,900*	May 10, 1988/ June 5, 1990
Metallized Film Capacitor Construction	USA	5,107,393*	November 28, 1990/ April 21, 1992
Plastic Tube and Method and Apparatus for Manufacturing	USA	5,885,676*	July 6, 1995/ 5,885,676

*Patent owned jointly with American Circuit Breaker Corporation

REGISTERED TRADEMARKS

Trademarks	Country	Reg. No.	Reg. Date
	USA	2,816,150	February 24, 2004
	USA	2,833,684	April 20, 2004
PPC	USA	2,804,109	January 13, 2004

AEROFOIL	USA	1,478,419	March 1, 1988
AEROSTOR	USA	1,477,480	February 23, 1988
AEROMATIC	USA	1,477,479	February 23, 1988
AEROVAR	USA	1,476,645	February 16, 1988
SUPERMET	USA	1,455,091	September 1, 1987
SUPERNOL	USA	1,392,836	May 13, 1986
AEROFILTER	USA	1,328,219	April 2, 1985
AEROVOX	USA	1,049,455	October 5, 1976
AEROMET	USA	1,044,742	July 27, 1976
BLUE MIKE	USA	925,746	January 11, 1972
AEROVOX	Australia	A44955	February 20, 1996
AEROVOX	Benelux	83861	December 1, 1971 (application date)
AEROVOX	Brazil	003479064	April 6, 1977
AEROMET	Canada	373061	September 7, 1990
AEROVOX	Canada	361115	October 27, 1989
AEROVOX	Denmark	VR 1990 07696	November 20, 1990
AEROVOX	France	1,402,285	April 7, 1987
AEROVOX	Germany	614,656	June 21, 1980
AEROVOX	Hong Kong	1823/1990	November 9, 1995
AEROVOX	India	388761	April 14, 1996
AEROVOX	Israel	65917	May 14, 1992
AEROVOX	Italy	753876	July 22, 1966
AEROVOX	Japan	2178020	October 31, 1989
AEROVOX	Korea	157,270	July 21, 1988
AEROVOX	Mexico	354537	October 27, 1988
AEROMAX	Mexico	505285	September 26, 1995
AEROVOX	Philippines	47633	March 22, 1990
AEROVOX	Singapore	1328/87	March 25, 1987
AEROVOX	Sweden	227 269	October 25, 1991
AEROVOX	Taiwan	272647	February 1, 1985
AEROVOX	United Kingdom	1,304,195	April 29, 1994
AEROVOX	Venezuela	13,636	July 8, 1942

PENDING PATENT APPLICATIONS

Patent Title	Country	Application No.	Filing Date
Line/Generator Transfer Switch	USA	10/351,360	January 27, 2003
High Current Capacitors	USA	10/392,847	March 21, 2003

PENDING TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

KNOW ALL PERSONS BY THESE PRESENTS, that Parallax Power Components, LLC, a limited liability company formed under the laws of Delaware (“Borrower”), pursuant to an Assignment of Security Interest (Patents and Trademarks), dated the date hereof (the “Security Agreement”), hereby appoints and constitutes PNC Bank, National Association (“PNC”) its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower, exercisable only during the occurrence and continuance of an Event of Default (such term, as used in the Security Agreement):

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Patents and Trademarks listed on Schedule I of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Borrower and PNC, and may not be revoked until the indefeasible payment in full of all Obligations as defined in such Security Agreement.

Parallax Power Components, LLC

By: American Circuit Breaker Corporation, its managing member

By: _____
Name: Nathan J. Mazurek
Title: President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 27th day of September, 2004 before me personally came Nathan J. Mazurek, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of American Circuit Breaker Corporation, a New York corporation that is the managing member of Parallax Power Components, LLC, a Delaware limited liability company, who being by me duly sworn, did depose and say that he such officer of such corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability by its managing member (by such managing member's order of its Board of Directors); that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires:
