

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Buckingham Capacitor, Inc.		07/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	Association:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	926746	BLUE MIKE
Registration Number:	1044742	AEROMET
Registration Number:	1049455	AEROVOX
Registration Number:	1328219	AEROFILTER
Registration Number:	1392836	SUPERNOL
Registration Number:	1455091	SUPERMET
Registration Number:	1476645	AEROVAR
Registration Number:	1477479	AEROMATIC
Registration Number:	1477480	AEROSTOR
Registration Number:	1478419	AEROFOIL
Registration Number:	1988810	AEROFILM
Registration Number:	2022578	AEROMAX

CORRESPONDENCE DATA

900032474

**TRADEMARK
 REEL: 003163 FRAME: 0033**

CH \$315.00 926746

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: CBCInnovis 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:	09/21/2005

Total Attachments: 19

source=340742#page1.tif
source=340742#page2.tif
source=340742#page3.tif
source=340742#page4.tif
source=340742#page5.tif
source=340742#page6.tif
source=340742#page7.tif
source=340742#page8.tif
source=340742#page9.tif
source=340742#page10.tif
source=340742#page11.tif
source=340742#page12.tif
source=340742#page13.tif
source=340742#page14.tif
source=340742#page15.tif
source=340742#page16.tif
source=340742#page17.tif
source=340742#page18.tif
source=340742#page19.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Buckingham Capacitor, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 29, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association

Internal

Address: Commercial Loan Center

Street Address: 500 First Avenue

City: Pittsburgh

State: PA

Country: USA Zip: 15219

- Association Citizenship _____
- 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)

B. Trademark Registration No.(s)

926,746

Additional sheet(s) attached? Yes No

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

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

Name: Heather N. Winter

Internal Address: Pryor Cashman Sherman & Flynn LLP

Street Address: 410 Park Avenue, 10th Floor

City: New York

State: NY Zip: 10022

Phone Number: 212-326-0439

Fax Number: _____

Email Address: hwinter@pryorcashman.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- 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: Heather N. Winter

Signature

9/30/05

Date

Heather N. Winter

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARKS

A. **ISSUED UNITED STATES TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
BLUE MIKE	926,746	USA
AEROMET	1,044,742	USA
AEROVOX	1,049,455	USA
AEROFILTER	1,328,219	USA
SUPERNOL	1,392,836	USA
SUPERMET	1,455,091	USA
AEROVAR	1,476,645	USA
AEROMATIC	1,477,479	USA
AEROSTOR	1,477,480	USA
AEROFOIL	1,478,419	USA

B. **ISSUED FOREIGN TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
AEROVOX	A44955	Australia
AEROMET	TMA373016	Canada
AEROVOX	TMA361115	Canada
AEROVOX	1,402,285	France
AEROVOX	614,656	Germany
AEROVOX	19901823	Hong Kong
AEROVOX	753876	Italy
AEROVOX	2178020	Japan
AEROVOX	157270	Korea
AEROVOX	354537	Mexico
AEROVOX	505285	Mexico
AEROVOX	T87/01382A	Singapore
AEROVOX	272647	Taiwan
AEROVOX	1304195	U.K.

Trademarks

A. ISSUED UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
AEROFILM	1,988,810	USA
AEROMAX	2,022,578	USA

B. ISSUED FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
AEROVOX	83861	Benelux
AERO M	8176633738	Brazil
AEROVOX	003479064	Brazil
AEROFILTER	365556	Canada
AEROFOIL	357931	Canada
AEROKRAFT	362713	Canada
AEROMATIC	362083	Canada
AEROPAK	362611	Canada
AEROSTOR	365555	Canada
AEROVAR	357932	Canada
AEROVOX M	363561	Canada
AERO M	445583	Canada
AEROVOX	120537	Colombia
AEROVOX	VR 1990 07696	Denmark
AEROVOX	388761	India
AEROVOX	65917	Israel
AERO M	453162	Mexico
ACCU-VAR	475564	Mexico
AEROVOX	47633	Philippines
AEROVOX	64810	Spain
AEROVOX	227 269	Sweden
AEROVOX	13,636	Venezuela
AEROVOX (& Design)	540569	Italy
AEROVOX	222107	Italy

**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (PATENTS AND TRADEMARKS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (PATENTS AND TRADEMARKS) (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) dated as of July 29, 2005 by and between Buckingham Capacitor, Inc., a Delaware corporation (the “**Grantor**” or the “**Borrower**”), and PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders, is entered into pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Grantor, the financial institutions from time to time party thereto (“**Lenders**”) and PNC Bank, National Association, as agent for Lenders (“**Agent**”).

WITNESSETH:

RECITALS.

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

B. Lenders propose 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 assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Agent all of its right, title and interest in and to, and granted to Agent, a security interest in, 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; (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, Lenders have required that the Grantor grant to Agent a security interest in and a collateral assignment of 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, 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, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, 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 Agent, in, and collaterally assigns to Agent, 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 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, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; 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 products and proceeds of the foregoing, 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 assignment set forth above shall not be effective as a transfer of title to the Property unless and until Agent 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 and collateral assignment of 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 and collateral assignment 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 Agent with respect to the security interest in and collateral assignment of 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 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 expenses 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.

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 Agent 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 Agent's gross negligence or willful misconduct.

(b) In any suit, proceeding or action brought by Agent under any Trademark License for any sum owing thereunder, or to enforce any provisions of such Trademark License, the Grantor will indemnify and keep Agent 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 Agent or any Lender.

5. The Grantor hereby grants to Agent 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 Agent 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 and the Grantor shall give Agent prompt written notice thereof.

(b) The Grantor grants Agent 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 and to take any necessary steps to protect and perfect Agent's interest in such future Property.

7. The Grantor covenants and agrees with Agent 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 Agent, the Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent 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 Agent 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 Agent hereunder, duly endorsed in a manner satisfactory to Agent.

(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 Agent 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 Agent, (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 Agent, or (iii) fail to deliver to Agent 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 Agent 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 Agent 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 Agent'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 Agent 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 Agent 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 Agent or as Agent 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 Agent 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 Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Property and Agent'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 is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, the Grantor further agrees to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Agreement.

(b) The powers conferred on Agent hereunder are solely to protect its interests in the Property and shall not impose any duty upon it to exercise any such powers. Agent 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 Agent 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 Agent, 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.

11. If the Grantor fails to perform or comply with any of its agreements contained herein and Agent, 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 Agent incurred in connection with such performance or compliance shall be payable by the Grantor to Agent 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, Agent 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, Agent 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 Agent pursuant hereto or pursuant to the Credit Agreement.

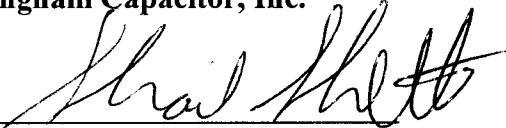
13. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

14. This Agreement may be executed in any number of and by different parties hereto on separate counterparts (including by facsimile), all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

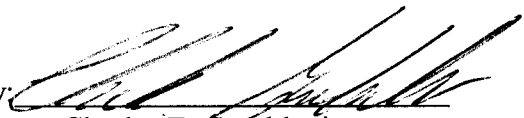
[Signatures on Following Pages]

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

Buckingham Capacitor, Inc.

By: 
Name:
Title:

PNC Bank, National Association,
as Agent

By: 
Name: Charles F. Garoklanian
Title: Senior Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 29th day of July, 2005 before me personally came Shail B. Sheth, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the PRESIDENT of Buckingham Capacitor, Inc., a Delaware corporation, 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 corporation by 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
[NOTARIAL SEAL]

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 29th day of July, 2005 before me personally came Charles F. Garoklanian, 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
[NOTARIAL SEAL]

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

SCHEDULE I

INTELLECTUAL PROPERTY, SOURCE CODE ESCROW AGREEMENT

PATENTS

A. United States Patents

<u>U.S. Patent No.</u>	<u>Date Granted</u>
4,570,201	02/11/1986
4,599,676	07/08/1986
4,656,558	04/07/1987
4,787,010	01/22/1988
4,812,941	08/14/1989
4,897,761	01/30/1990
4,931,900	06/05/1990
5,019,934	05/28/1991
5,107,393	04/21/1992
5,148,347	09/15/1992
5,381,301	01/10/1995
5,885,676	08/23/1999
6,631,068	10/07/2003
6,556,425	04/29/2003
6,819,545	11/16/2004

B. United States Patent Applications

<u>U.S. Patent Application No.</u>	<u>Filing Date</u>
11/073,751	03/08/2005

C. Foreign Patents

<u>Country</u>	<u>Patent No.</u>
Canada	CA1244898
Canada	CA1198186

TRADEMARKS

A. ISSUED UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
BLUE MIKE	926,746	USA
AEROMET	1,044,742	USA
AEROVOX	1,049,455	USA
AEROFILTER	1,328,219	USA
SUPERNOL	1,392,836	USA
SUPERMET	1,455,091	USA
AEROVAR	1,476,645	USA
AEROMATIC	1,477,479	USA
AEROSTOR	1,477,480	USA
AEROFOIL	1,478,419	USA

B. ISSUED FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
AEROVOX	A44955	Australia
AEROMET	TMA373016	Canada
AEROVOX	TMA361115	Canada
AEROVOX	1,402,285	France
AEROVOX	614,656	Germany
AEROVOX	19901823	Hong Kong
AEROVOX	753876	Italy
AEROVOX	2178020	Japan
AEROVOX	157270	Korea
AEROVOX	354537	Mexico
AEROVOX	505285	Mexico
AEROVOX	T87/01382A	Singapore
AEROVOX	272647	Taiwan
AEROVOX	1304195	U.K.

Borrower may also own certain Intellectual Property set forth below (the "Quitclaim IP"). Notwithstanding anything to the contrary contained herein or in the Agreement, Borrower does not make any representation or warranty with respect to the Quitclaim IP.

A. United States Patents

<u>U.S. Patent No.</u>	<u>Date Granted</u>
4,992,905	02/12/1991
5,615,078	03/25/1997
5,717,563	02/10/1998
6,208,502	03/27/2001

B. Foreign Patents

<u>Country</u>	<u>Patent No.</u>
Canada	CA1291227
Canada	CA2046227
European Patent Office	487,828
European Patent Office	277,961
Finland	8,800,363
Japan	63503500
Norway	8,800,477
Mexico	9102163
Australia	

Trademarks

A. ISSUED UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
AEROFILM	1,988,810	USA
AEROMAX	2,022,578	USA

B. ISSUED FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>
AEROVOX	83861	Benelux
AERO M	8176633738	Brazil
AEROVOX	003479064	Brazil
AEROFILTER	365556	Canada
AEROFOIL	357931	Canada
AEROKRAFT	362713	Canada
AEROMATIC	362083	Canada
AEROPAK	362611	Canada
AEROSTOR	365555	Canada
AEROVAR	357932	Canada
AEROVOX M	363561	Canada
AERO M	445583	Canada
AEROVOX	120537	Colombia
AEROVOX	VR 1990 07696	Denmark
AEROVOX	388761	India
AEROVOX	65917	Israel
AERO M	453162	Mexico
ACCU-VAR	475564	Mexico
AEROVOX	47633	Philippines
AEROVOX	64810	Spain
AEROVOX	227 269	Sweden
AEROVOX	13,636	Venezuela
AEROVOX (& Design)	540569	Italy
AEROVOX	222107	Italy

SCHEDULE II

SPECIAL POWER OF ATTORNEY

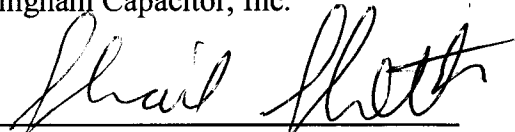
STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

KNOW ALL PERSONS BY THESE PRESENTS, that Buckingham Capacitor, Inc., a corporation formed under the laws of Delaware ("Borrower"), pursuant to a Collateral Assignment and Security Agreement (Patents and Trademarks), dated the date hereof (the "Security Agreement"), hereby appoints and constitutes PNC Bank, National Association, as Agent ("Agent"), 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 Agent, and may not be revoked until the indefeasible payment in full of all Obligations as defined in such Security Agreement.

Buckingham Capacitor, Inc.

By: 
Name: Shail B. Sheth
Title: President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 29th day of July, 2005 before me personally came Shail B. Sheth, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of Buckingham Capacitor, Inc., a Delaware corporation, 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 corporation by 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
[NOTARIAL SEAL]

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