

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Parallax Power Components, LLC
Street Address:	122 East 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10168
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

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

CORRESPONDENCE DATA

Fax Number: (202)383-7195
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-383-6865

CH \$265.00 926746

Email: lapidusn@howrey.com
Correspondent Name: Nancy Lapidus
Address Line 1: 1299 Pennsylvania Avenue NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	05155.0011.000000
NAME OF SUBMITTER:	Nancy Lapidus
Signature:	/nancy lapidus/
Date:	06/19/2006

Total Attachments: 8

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EXECUTION COPY

THIS SECURITY AGREEMENT AND THE LIENS CREATED HEREBY ARE SUBJECT AND SUBORDINATE TO THE PRIOR LIEN AND SECURITY INTEREST OF PNC BANK, NATIONAL ASSOCIATION, AS STATED IN THAT SUBORDINATION AGREEMENT OF EVEN DATE HEREWITH REFERRED TO BELOW.

**SUBORDINATED
SECURITY AGREEMENT**

This Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**Agreement**") is dated as of July 29, 2005 between Buckingham Capacitor, Inc, a Delaware corporation (the "**Debtor**"), and Parallax Power Components, LLC a Delaware limited liability company (the "**Secured Party**").

1. **Grant of Security and Subordination of Security Interest.**

(a) The Debtor, to secure the Secured Obligations (as defined below), pursuant to Article 9 of the New York Uniform Commercial Code (as may be amended from time to time, the "**Code**"), hereby assigns, pledges and grants to the Secured Party a continuing security interest, in all of the Debtor's right, title and interest in and to all personal property of the Debtor including without limitation as described on Exhibit A attached hereto and made a part hereof, whether now owned or hereafter acquired and wherever located, and all proceeds and profits thereof (the "**Collateral**").

(b) Notwithstanding anything to the contrary referred to herein, Secured Party's security interest granted hereunder, its rights in the Collateral, including rights of enforcement against the Collateral, and all other rights hereunder are expressly subordinate, and subject to, the prior payment of the Senior Creditor Indebtedness (the "Senior Creditor Indebtedness") and the rights of the Senior Creditor (the "Senior Creditor") each as defined in the Subordination Agreement dated as of the date hereof among PNC Bank, National Association, Buckingham Capacitor, Inc., and Parallax Power Components, LLC (the "Subordination Agreement") in the manner provided for therein. In the event of any conflict or inconsistency between provisions of this Agreement and the Subordination Agreement, the provisions of the latter shall prevail.

2. **Security for Obligations.** This Agreement secures, and the Collateral is collateral security for (collectively the "**Secured Obligations**") (i) the prompt payment and performance in full when due by the Debtor of all of its obligations under the Purchase Note ("**Purchase Note**") as defined in the Asset Purchase Agreement (the "**APA**") dated as of July 29, 2005 between the Secured Party as Seller under such Agreement, the Debtor as the Purchaser under such Agreement with American Circuit Breaker Corporation a signatory thereto for specific, limited purposes ; (ii) the continuing rights and remedies granted to the Secured Party hereunder ; and (iii) the prompt performance in full when due of all of the Debtor's obligations, agreements, representations, warranties and covenants under this Agreement.

3. **Rights of Secured Party.** The Secured Party and its successors and assigns shall at all times be entitled to exercise, in respect of the Collateral, all of the rights available to a secured party under applicable law, including the Code or its equivalent as in effect in any relevant jurisdiction and all legal, equitable, administrative and self-help rights and remedies. Upon the occurrence and during the continuance of an Event of Default (under the Purchase Note), the Secured Party may exercise in respect of the Collateral, (i) all the rights and remedies of a secured party on default under the Code (whether or

not the Code applies to the affected Collateral); (ii) all of the rights and remedies provided for in this Agreement and the Purchase Note and (iii) such other rights and remedies as may be provided by law or otherwise (such rights and remedies of the Secured Party to be cumulative and non-exclusive). The Secured Party also may require the Debtor to, and the Debtor hereby agrees that it will, upon request of the Secured Party, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Upon any sale of the Collateral, the Debtor shall remain liable for any deficiency if the proceeds of such sale or other disposition of the Collateral are insufficient to pay all amounts to which the Secured Party is entitled. The Debtor hereby waives all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

4. **The Debtor Remains Liable.** Anything contained herein to the contrary notwithstanding, (i) the Debtor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed; (ii) the exercise by the Secured Party of any of its rights hereunder shall not release the Debtor from any of its duties or obligations under any contracts and agreements included in the Collateral; and (iii) the Secured Party shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

5. **Representations and Warranties.** The Debtor represents and warrants that: (i) this Agreement creates a valid security interest in the Collateral, which will be perfected upon the timely filing of Uniform Commercial Code financing statements (the "**Financing Statements**") with the Secretary of State of the State of Delaware and Massachusetts; (ii) there are no financing statements on file covering the Collateral, except for the Financing Statements, any financing statements filed by Senior Creditor, or unperfected financing statements previously filed against Secured Party; (iii) the chief place of business, the chief executive office and the office where it keeps its records is 167 John Vertente Blvd., New Bedford, MA (iv) the correct name and jurisdiction or organization of the Debtor is set forth in the first paragraph hereto, and the Debtor has no other corporate name or fictitious name and has not, during the immediately preceding five (5) years, been known under or used any other corporate or fictitious name; (v) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action by the Debtor; (vi) the execution, delivery and performance by the Debtor of this Agreement and the creation of all liens and security interests hereunder will not violate any provision of law applicable to such Debtor or, conflict with, require a consent under, result in a breach of, or constitute (with due notice or lapse of time or both) a default under the Debtor's (a) Certificate of Incorporation, (b) bylaws, or (c) the Revolving Credit, Term Loan, and Security Agreement of even date herewith between PNC Bank, National Association and Debtor; (vii) the Debtor has the right to assign, pledge and encumber its interest in the Collateral in accordance with the terms of this Agreement, without the obligation to obtain the consent thereto of any other party thereto or other person or entity, other than those whose consents have been obtained in writing and delivered to the Secured Party and except for consents or approvals not disclosed by Secured Party as Seller under the APA; and (viii) no other person, or entity has any right, title or interest in the Debtor's interests in the Collateral other than (a) the Senior Creditor (as defined in the Subordination Agreement) or b) liens, rights, titles or interests not disclosed by Secured Party as Seller under the APA.

6. **Further Assurances.** The Debtor agrees that from time to time, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to perfect, protect, evidence, renew and/or continue the security interest granted or purported to be granted hereby or to enable the Secured

Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral or otherwise effectuate the purposes and intents of this Agreement. The Debtor hereby authorizes the Secured Party to file on behalf of the Debtor, without the signature of the Debtor, any Financing Statements or continuation statements, or amendments thereto, as the Secured Party determines are reasonably necessary to perfect the security interest granted pursuant to this Agreement.

7. **Covenants of the Debtor.** The Debtor hereby covenants and agrees with the Secured Party that it shall (i) give the Secured Party thirty (30) days' prior written notice of any change in the Debtor's name, identity, jurisdiction of formation or structure; (ii) give the Secured Party thirty (30) days' prior written notice of any change in the Debtor's chief executive office or the office where it keeps its records; (iii) preserve and maintain the lien created by this Agreement and will protect and defend its title to the Collateral so that the lien so granted shall be and remain a continuing perfected security interest in the Collateral; (iv) not create, assume or suffer to exist any other lien in the Collateral other than Permitted Encumbrances or liens relating to indebtedness permitted under the APA; (v) not surrender, terminate, cancel, modify, amend, enter into any agreement in substitution for, or consent to the assignment of, sell or otherwise dispose of any of the Collateral, except in the ordinary course of business; (vi) maintain books and records pertaining to the Collateral in such detail, form and scope as the Secured Party may reasonably require; and (vii) pay all taxes, assessments and other charges lawfully levied or assessed upon its properties or upon any of the Collateral when due.

8. **The Secured Party Appointed Attorney-in-Fact.** The Debtor hereby irrevocably appoints the Secured Party as the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor, the Secured Party or otherwise, from time to time in the Secured Party's discretion to take any action and to execute any instrument that the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, and the Debtor agrees that such appointment constitutes a power coupled with an interest and is irrevocable throughout the term of this Agreement. Notwithstanding the foregoing, the Secured Party hereby agrees that it will not execute any documents or instruments under this power of attorney unless an Event of Default under the Purchase Note shall have occurred and be continuing.

9. **The Secured Party's Duties and Liabilities.** The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Secured Party shall be deemed to exercise reasonable care in the custody and preservation of such Collateral if such Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property.

10. **Indemnity and Expenses.** (A) The Debtor agrees to indemnify the Secured Party from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting solely from the Secured Party's gross negligence or willful misconduct. (B) The Debtor agrees upon demand to pay to the Secured Party the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, that the Secured Party may incur in connection with (i) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral; (ii) the exercise or enforcement of any of the rights of the Secured Party hereunder; or (iii) the failure by the Debtor to perform or observe any of the provisions hereof. No payments or claims may be made under this Section 10 prior to the indefeasible payment in full of the Senior Creditor Indebtedness.

11. Waiver of Jury Trial. EACH OF THE DEBTOR AND THE SECURED PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

12. Governing Law. This Agreement shall be governed by the internal laws of the State of New York, without reference to principles of conflicts of law.

13. Amendments; Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Debtor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

14. Notices. Any notice or other communication to be given or made to either party shall be made in accordance with the Loan Agreement.

15. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto; provided, however, that the Debtor may not assign any rights or delegate any duties or obligations hereunder.

16. Severability. The provisions of this Agreement are severable. If any clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision or part thereof in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision in this Agreement in any jurisdiction.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one document.

18. Setoff. The Secured Obligations will be paid by the Debtor without regard to any equities between the Debtor and the Secured Party or any right of setoff or cross claim except as set forth in the APA or the Purchase Note. All rights of the Secured Party, all Secured Obligations of the Debtor and the liens hereunder, are absolute and unconditional, irrespective of any lack of validity or enforceability of the Loan Agreement or any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Debtor in respect of the Secured Obligations or this Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed and delivered this Agreement as of the date first above written.

BUCKINGHAM CAPACITOR, INC as DEBTOR

[_____]
By: *Frank Klett*
Name:
Title:

PARALLAX POWER COMPONENTS, LLC as SECURED PARTY

[_____]
By: *[Signature]*
Name: *Nathan T. Maguire*
Title: *Authorized Person*

EXHIBIT A to Subordinated Security Agreement between Buckingham Capacitor, Inc., as Debtor and Parallax Power Components, LLC as Secured Party.

COLLATERAL

All of the following property, whether now owned or existing or hereafter acquired or arising and wheresoever located:

- (a) all Receivables;
- (b) all Equipment;
- (c) all General Intangibles;
- (d) all Inventory;
- (e) all Investment Property;
- (f) all Real Property;
- (g) all Subsidiary Stock;
- (h) the Leasehold Interests;
- (i) all of the Debtor's right, title and interest in and to (i) its respective goods and other property including, but not limited to, all merchandise returned or rejected by Customers, relating to or securing any of the Receivables; (ii) all of the Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; (iii) all additional amounts due to the Debtor from any Customer relating to the Receivables; (iv) other property, including warranty claims, relating to any goods securing the Security Agreement; (v) all of the Debtor's contract rights, rights of payment which have been earned under a contract right, instruments (including promissory notes), documents, chattel paper (including electronic chattel paper), warehouse receipts, deposit accounts, letters of credit and money; (vi) all commercial tort claims (whether now existing or hereafter arising); (vii) if and when obtained by the Debtor, all real and personal property of third parties in which the Debtor has been granted a lien or security interest as security for the payment or enforcement of Receivables; and (viii) any other goods, personal property or real property now owned or hereafter acquired in which the Debtor has expressly granted a security interest or may in the future grant a security interest to the Secured Party under the Security Agreement, or in any amendment or supplement to the Security Agreement, or under any other agreement between the Secured Party and the Debtor;
- (j) all of the Debtor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by the Debtor or in which it has an interest), computer programs, tapes, disks and documents relating to (a), (b), (c), (d), (e), (f), (g), (h) or (i) of this Exhibit A; and
- (k) all proceeds and products of (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j) in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

For the purposes of this Exhibit A:

"Affiliate" of any Person shall mean (a) any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person, or (b) any Person who is a director or officer (i) of such Person, (ii) of any Subsidiary of such Person or (iii) of any Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (x) to vote 5% or more of the securities having ordinary voting power for the election of directors of such Person, or (y) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Customer" shall mean and include the account debtor with respect to any Receivable and/or the prospective purchaser or renter of goods, services or both with respect to any contract or contract right, and/or any party who enters into or proposes to enter into any contract or other arrangement with the Debtor, pursuant to which the Debtor is to deliver any personal property or perform any services.

"Equipment" shall mean and include all of the Debtor's goods (other than Inventory) whether now owned or hereafter acquired and wherever located including, without limitation, all equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings, fixtures, parts, accessories and all replacements and substitutions therefor or accessions thereto.

"General Intangibles" shall mean and include all of the Debtor's general intangibles, whether now owned or hereafter acquired including, without limitation, all payment intangibles, all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, trademark applications, service marks, trade secrets, goodwill, copyrights, design rights, software, computer information, source codes, codes, records and dates, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to the Debtor to secure payment of any of the Receivables by a Customer (other than to the extent covered by Receivables) all rights of indemnification and all other intangible property of every kind and nature (other than Receivables).

"Inventory" shall mean and include all of the Debtor's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any consignment arrangement, contract of service or held for sale, rental or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in the Debtor's business or used in selling or furnishing such goods, merchandise and other personal property, and all documents of title or other documents representing them.

"Investment Property" shall mean and include all of the Debtor's now owned or hereafter acquired securities (whether certificated or uncertificated), securities entitlements, securities accounts, commodities contracts and commodities accounts.

"Leasehold Interests" shall mean all of the Debtor's right, title and interest, if any, as lessee or sub-lessee in and to the premises located at 172 John Vertente Blvd., New Bedford, MA.

"Person" shall mean any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, institution, public benefit corporation, joint venture, entity or government (whether federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof).

"Real Property" shall mean all of the Debtor's right, title and interest in and to [real property].

"Receivables" shall mean and include, as to the Debtor, all of the Debtor's accounts, contract rights, instruments (including those evidencing indebtedness owed to the Debtor by its Affiliates), documents, chattel paper (including electronic chattel paper), general intangibles relating to accounts, drafts and acceptances, credit card receivables and all other forms of obligations owing to the Debtor arising out of or in connection with the sale or lease of Inventory or the rendition of services, all supporting obligations, guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to the Secured Party under the APA.

"Subsidiary" shall mean a corporation or other entity of whose shares of stock or other ownership interests having ordinary voting power (other than stock or other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation, or other Persons performing similar functions for such entity, are owned, directly or indirectly, by such Person.

"Subsidiary Stock" shall mean all of the issued and outstanding shares of stock owned by the Debtor in any Subsidiaries thereof that may from time to time exist.