

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gehr Industries, Inc.		09/30/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Union Bank of California, N.A.		
Street Address:	200 Pringle Avenue, Suite 500		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76443192	POWER TECH	
CORRESPONDENCE DATA			
Fax Number:	(202)223-2085		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-861-3900		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan C. Compton, Esq. - DLA PIPER US LLP		
Address Line 1:	1200 Nineteenth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-2412		
ATTORNEY DOCKET NUMBER:	319678-29		
NAME OF SUBMITTER:	Ryan C. Compton, Esq.		
Signature:	/Ryan C. Compton/		
Date:	10/24/2006		

OP \$40.00 76443192

Total Attachments: 11  
source=Gehr#page1.tif  
source=Gehr#page2.tif  
source=Gehr#page3.tif  
source=Gehr#page4.tif  
source=Gehr#page5.tif  
source=Gehr#page6.tif  
source=Gehr#page7.tif  
source=Gehr#page8.tif  
source=Gehr#page9.tif  
source=Gehr#page10.tif  
source=Gehr#page11.tif

## LIMITED RELEASE UNDER AND FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS LIMITED RELEASE UNDER AND FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("First Amendment") is made as of September 30, 2006, by and among GEHR INDUSTRIES, INC., a California corporation ("Gehr") and PRIME WIRE & CABLE, INC., a California corporation ("Prime Wire") and UNION BANK OF CALIFORNIA, N.A. ("Bank").

### RECITALS

A. Bank, Gehr and Prime Wire are parties to that certain Loan and Security Agreement dated as of September 9, 2002, as subsequently amended and modified by the First Amendment to Loan and Security Agreement dated as of March 3, 2003, Second Amendment to Loan and Security Agreement dated as of June 16, 2004, Third Amendment to Loan and Security Agreement dated as of July 21, 2004, Fourth Amendment to Loan and Security Agreement dated as of October 1, 2004, Fifth Amendment to Loan and Security Agreement letter dated March 28, 2005, Sixth Amendment to Loan and Security Agreement dated as of July 1, 2005, Seventh Amendment to Loan and Security Agreement dated as of February 15, 2006, and the Eighth Amendment to Loan and Security Agreement dated as of March 31, 2006 (including all exhibits and schedules thereto, collectively, the "Original Loan Agreement"), pursuant to which Bank agreed to extend certain financial accommodations to or for the direct or indirect benefit of Gehr and Prime Wire.

B. Gehr, Prime Wire and Bank are also parties to that certain Patent, Trademark and Copyright Security Agreement dated as of September 9, 2002 (as the same may from time to time be further amended, modified or supplemented, collectively, the "IP Security Agreement"), pursuant to which, among other things, each Gehr and Prime Wire granted to Bank a security interest in its intellectual property to secure its obligations to Bank under the Original Loan Agreement. All terms capitalized but not defined herein shall have the respective meanings set forth in the IP Security Agreement.

C. On or prior to the date hereof, Norbert Gehr, Trustee of the Norbert Gehr living Trust U/D/T April 7, 1999 will have sold one hundred (100) shares of stock of Prime Wire, which constitutes 100% of the issued and outstanding shares of stock of Prime Wire, to YFC-BonEagle Holdings (Caymans) Co., Ltd., an exempted company limited by shares organized under the laws of the Cayman Islands, a portion of the proceeds of which shall be used in part to refinance the obligations of Prime Wire under the Original Loan Agreement.

D. In connection with the transaction described in Recital C, Gehr and Prime Wire have requested that Bank restructure their obligations to Bank by amending and restating the Original Loan Agreement to, among other things, (1) release Prime Wire as a borrower under the Original Loan Agreement, (2) release Bank's Lien on the Collateral owned by Prime Wire, (3) release Bank's Lien on certain Collateral owned by Gehr that will be assigned to Prime Wire in connection with the transaction described in Recital C.

E. Bank is willing to agree to the request of Gehr and Prime Wire subject to the terms and conditions set forth in (i) that certain Amended and Restated Loan and Security Agreement

of even date herewith by and between Gehr and Bank (“Restated Loan Agreement”), and (ii) this Agreement.

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

## AGREEMENT

1. Limited Release.

(a) Release of Prime Wire. Bank hereby agrees that (i) Prime Wire’s obligations under the IP Security Agreement shall be terminated and of no further force or effect, and Prime Wire shall have no further liabilities or obligations thereunder, and (ii) any and all Liens in favor of Bank in or against the Intellectual Property Collateral of Prime Wire shall thereupon be released, terminated and discharged, and (iii) the obligations of Prime Wire under and pursuant to the IP Security Agreement shall thereupon be satisfied, cancelled and terminated.

(b) Release of Specific Trademarks. Bank hereby releases its Lien on each of the Trademarks listed in Appendix A hereto, and in all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, and in all uses, products and proceeds of the foregoing.

2. Security Interest. Gehr hereby confirms and ratifies its prior assignment and grant, and assigns and grants to Bank a continuing, first priority security interest in all of Gehr’s rights, title and interest in, to and under the Intellectual Property Collateral, including those referred to in Schedule I to the IP Security Agreement, a replacement version of which is attached hereto as Appendix B.

3. Amendment to IP Security Agreement.

(a) The Preamble of the IP Security Agreement is hereby amended by deleting all references to Prime Wire and the definition of “Grantor” and “Grantors” shall mean “Gehr Industries, Inc., a California corporation, and any other party that becomes a grantor hereunder”.

(b) Schedule I to the IP Security Agreement is hereby deleted in its entirety and the revised version of Schedule I attached hereto as Appendix B is substituted in lieu thereof.

4. Acknowledgment and Confirmation of Security Interest. Gehr hereby confirms and ratifies its prior assignment and grant, and assigns and grants to Bank a continuing, first priority security interest in all of such Gehr’s right, title and interest in, to and under the Intellectual Property Collateral.

5. Conditions to Effectiveness. This First Amendment shall become effective as of the date hereof when Agent has received executed counterparts of this First Amendment.

6. Representations and Warranties. Gehr hereby represents and warrants to Bank that this First Amendment, the IP Security Agreement (as amended hereby), the Restated Loan Agreement and the other Loan Documents constitute the legal, valid and binding obligations of Gehr, enforceable against Gehr in accordance with their respective terms.

7. Ratification. Except as specifically modified by this First Amendment, the parties hereto acknowledge that the IP Security Agreement shall remain binding upon Gehr and Bank, and all provisions of the IP Security Agreement shall remain in full force and effect. Gehr expressly ratifies and affirms its obligations to Bank under the IP Security Agreement, the Credit Agreement and the other Loan Documents.

8. Miscellaneous.

(a) Complete Agreement. This First Amendment, together with the IP Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This First Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the IP Security Agreement shall remain in full force and effect.

(b) Recitals. The recitals to this First Amendment shall constitute a part of the agreement of the parties hereto.

(c) Counterparts. This First Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(d) Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(e) No Novation. Except as specifically set forth in this First Amendment, the execution, delivery and effectiveness of this First Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Bank under the Restated Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Restated Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Restated Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Limited Release Under and First Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

“Grantor”

GEHR INDUSTRIES, INC.

By: [Signature]  
Name: NORBERT GEHR  
Title: CH/CEO

“Bank”

UNION BANK OF CALIFORNIA, N.A.

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

Agreed to and Acknowledged by:

PRIME WIRE & CABLE, INC.

By: [Signature]  
Name: JULIUS SHYU SHIEN  
Title: CEO

IN WITNESS WHEREOF, the parties hereto have caused this Limited Release Under and First Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

“Grantor”

GEHR INDUSTRIES, INC.

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

“Bank”

UNION BANK OF CALIFORNIA, N.A.

By: Albert R. Joseph  
Name: Albert R. Joseph  
Title: Vice President

Agreed to and Acknowledged by:

PRIME WIRE & CABLE, INC.

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

**APPENDIX A**

**RELEASED INTELLECTUAL PROPERTY**

(See Attached)



Appendix A to IP Release

GROUP 1 - TRADEMARKS REGISTERED UNDER PRIME WIRE

(A) The following trademarks were assigned to Prime Wire from Gehr pursuant Trademark Assignment dated September 9, 2006 and recorded with the USPTO on September 11, 2006)

- Clear Power - 78/549537
- Jobsite - 78/664045
- Neon Flex - 2541206
- Nuflex - 1486136
- Prime – 1522471, 1727147, 1686158
- ThinLine - 2462696
- design (electrical power cable connector) - 1740927
- design (electrical cord connector) – 1742783
- Lightnin' Plug - 2149738\*
- No Overload – 2398850\*
- Shock Safe – 1822489\*
- Snug Plug - 1853001\*
- Stack Pack - 1428175\*
- Bulldog Tough - 2640195
- Bulldog Tough Prime and design (bulldog logo) – 2640194

\* General Cable Technologies Corporation ("General Cable") assigned this mark to Gehr; however, General Cable assigned a security interest in this mark to Merrill Lynch following assignment to Gehr. General Cable is working to have this security interest removed.

(B) The following trademarks have been registered in the name of Prime Wire

- Crazy Cords - 2668947
- Power Spyder - 78/903090
- Kaleidoscope of Colors (pending) - 78/931336
- Glacier Flex - 2505149
- Primelight (pending) - 78/931325
- Primelok (pending) - 78/931321
- Quick Flip (pending) - 78/941691

GROUP 2 - TRADEMARKS REGISTERED UNDER GENERAL CABLE (The following trademarks are licensed to Gehr pursuant to those certain Trademark License Agreements dated January 28, 2003 by and between General Cable and Gehr, and General Cable has consented to the assignment of Gehr's rights and obligations under such agreements to Prime Wire pursuant to that certain Agreement dated as of September 30, 2006 by and among Gehr, General Cable and the Company):

- Carol - 2142986
- Plug-it - 2192121

- Plug-it and design - 2199631
- Carol Brand - 76/126549
- Carol Brand (Stylized) - 76/127321
- Powr-Center – 0856413
- Pro Flex – 2258755
- Superflex – 1032852
- Ultra Flex – 2113327
- Gen-Cord – 2079066
- Contractor Tough - 2251428

**APPENDIX B**

**RESTATED SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT**

(PART A)

PATENTS

NONE

(PART B)

TRADEMARKS

(See Attached)

(PART C)

COPYRIGHTS

NONE

LISTED IN ORDER BY MARK

CONFIDENTIAL  
G42 - Gehr Industries, Inc.  
U.S. AND FOREIGN MARK PROGRAM

MARK	CPH Docket Your Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant	STATUS	REMARKS OPPOSITIONS	SCHEDULED ACTIONS
ACE	05585-CA CALIFORNIA	TM	45855	06/05/1967	Gehr Industries	REGISTERED		RENEWAL DUE
ACE	11663-CA CALIFORNIA	TM	057001	11/15/1977	Gehr Industries	REGISTERED		RENEWAL DUE
ACE	11683-CA CALIFORNIA	TM	057000	11/15/1977	Gehr Industries	REGISTERED		RENEWAL DUE
CENTURY	14005-USA UNITED STATES	TM	312567 1196717	06/01/1981 06/01/1982	Gehr Industries	REGISTERED		RENEWAL DUE
FLASH GRAM and design	48125-USA UNITED STATES	TM/SM	76/398726 2785576	04/22/2002 11/25/2003	Gehr Industries, Inc.	REGISTERED		RENEWAL DUE SECTIONS 8&15 DUE
MIU SPEC	14483-USA UNITED STATES	TM	355420 1240983	03/19/1982 06/07/1983	Gehr Industries, Inc.	REGISTERED		RENEWAL DUE
MIU-SPEC	05584-CA CALIFORNIA	TM	45856	06/05/1967	Gehr Industries	REGISTERED		RENEWAL DUE
MIU-SPEC	11487-CA CALIFORNIA	TM	56997	11/15/1977	Gehr Industries	REGISTERED		RENEWAL DUE
MIU-SPEC	11656-CA CALIFORNIA	TM	057005	11/15/1977	Gehr Industries	REGISTERED		RENEWAL DUE
MIU-SPEC	11657-CA CALIFORNIA	TM	057004	11/15/1977	Gehr Industries	REGISTERED		RENEWAL DUE
MIU-SPEC	11659-CA CALIFORNIA	TM	056956	11/09/1977	Gehr Industries	REGISTERED		RENEWAL DUE
MIU-SPEC	11661-CA CALIFORNIA	SM	056979	11/09/1977	Gehr Industries	REGISTERED		RENEWAL DUE
MIU-SPEC	11662-CA CALIFORNIA	TM	056955	11/09/1977	Gehr Industries	REGISTERED		RENEWAL DUE
MIU-SPEC	15367-USA UNITED STATES	TM	461969 1329317	01/23/1984 04/09/1985	Gehr Industries	REGISTERED		RENEWAL DUE
MIU-FLEX	15408-USA UNITED STATES	TM	461967 1314420	01/23/1984 01/15/1985	Gehr Industries	REGISTERED		RENEWAL DUE

TRADEMARK  
REEL: 003414 FRAME: 0869

CONFIDENTIAL  
G42 - Gehr Industries, Inc.  
U.S. AND FOREIGN MARK PROGRAM

MARK	CPH Docket Your Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant	STATUS	REMARKS OPPOSITIONS	SCHEDULED ACTIONS
MILLPRENE	10917-CA CALIFORNIA	TM	57269	12/30/1977	Gehr Industries	REGISTERED		RENEWAL DUE 12/30/2006
MILLPRENE	10981-USA UNITED STATES	TM	152270 1111674	12/16/1977 01/23/1979	Gehr Industries	REGISTERED		RENEWAL DUE 01/23/2006
MILSPEC	32929-USA UNITED STATES	TM	75/591802 2965411	11/19/1998 07/12/2005	Gehr Industries, Inc.	REGISTERED		RENEWAL DUE SECTION 8&15 DUE 07/12/2006
MILSPEC MART	31320-USA UNITED STATES	SM	75/352356 2396168	09/05/1997 10/17/2000	Gehr Industries, Inc.	REGISTERED		RENEWAL DUE SECTION 8&15 DUE 10/17/2006
MILSPEC MART AMERICA'S PREMIER CONTRACTORS' SUPPLY	31321-USA UNITED STATES	SM	75/352310 2471827	09/05/1997 07/24/2001	Gehr Industries, Inc.	REGISTERED		RENEWAL DUE SECTION 8&15 DUE 07/24/2006
NUPRENE	18994-USA UNITED STATES	TM	679149 1485263	08/18/1987 04/19/1988	Gehr Industries	REGISTERED		RENEWAL DUE 04/19/2006
POWER TECH	14433-USA UNITED STATES	TM	345399 1262249	01/11/1982 12/27/1983	Gehr Industries	REGISTERED		RENEWAL DUE 12/27/2011
POWER TECH	48762-USA UNITED STATES	TM	76/443192	08/23/2002	Gehr Industries, Inc.	SUSPENDED	SUSPENDED pending disposition of Cancellation No. 42808	NTC OF SUSPENSION FU: CHECK CASE STATUS 10/16/2006
PRO GLO	45792-CAN CANADA	TM	1132238 TMA595777	02/25/2002 08/01/2003	Gehr Industries, Inc.	REGISTERED		RENEWAL DUE 08/01/2006
PRO GLO	45792-USA UNITED STATES	TM	76/332282 2582262	10/30/2001 06/18/2002	Gehr Industries, Inc.	REGISTERED		RENEWAL DUE SECTION 8&15 DUE 06/18/2006
RHINOHIDE	20537-CA CALIFORNIA	SM	89059	12/13/1988	Gehr Industries	REGISTERED		RENEWAL DUE 12/13/2006
SUB-ZERO	20462-USA UNITED STATES	TM	777781 1626725	01/30/1989 12/11/1990	Gehr Industries	REGISTERED		RENEWAL DUE 12/11/2006

TRADEMARK  
REG. NO. 003414 FRAME: 0870

RECORDED 10/24/2006