

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
Connecticut Electric, Inc.		01/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	7th and Washington Avenues
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78479367	CONNECTICUT ELECTRIC
Registration Number:	3152835	CONNECTICUT ELECTRIC
Registration Number:	3152834	CONNECTICUT ELECTRIC & SWITCH MFG. CO.
Registration Number:	2398929	EMERGEN SWITCH
Registration Number:	2134491	ZINSCO
Registration Number:	2827087	CESM
Registration Number:	0975845	ZINSCO

CORRESPONDENCE DATA

Fax Number: (314)552-7179
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (314) 552-6499

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Caroline G. Chicoine

Address Line 1: Thompson Coburn LLP

Address Line 2: One U.S. Bank Plaza

CH \$190.00 78479367

Address Line 4: St. Louis, MISSOURI 63043

ATTORNEY DOCKET NUMBER: 299/64657

NAME OF SUBMITTER: Caroline G. Chicoine

Signature: /Caroline G. Chicoine/

Date: 08/03/2007

Total Attachments: 15

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PATENT, TRADEMARK AND LICENSE
SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into this 12th day of January, 2007, by CONNECTICUT ELECTRIC, INC., a Delaware corporation ("Debtor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent (in such capacity, the "Agent") for itself and any other entity which now or at any time hereafter shall execute the Loan Agreement (as hereinafter defined) as a "Lender" together with their respective affiliates (collectively, the "Lenders"), for the L/C Issuer (as defined in the Loan Agreement) and for the Swing Line Lender (as defined in the Loan Agreement).

WITNESSETH:

WHEREAS, Debtor and Tacoma Electric Supply, Inc., a Delaware corporation ("Tacoma Electric," and referred to collectively herein with Debtor as the "Borrowers") are justly obligated to the Lenders, the Swing Line Lender, the L/C Issuer and Agent pursuant to that certain Loan Agreement dated of even date herewith made by and among Borrowers, the Agent, the Lenders, the Swing Line Lender and the L/C Issuer (as the same may be amended, modified, extended or renewed, the "Loan Agreement"; capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the Agent, the Lenders, the Swing Line Lender and the L/C Issuer entering into the Loan Agreement, the Agent, the Lenders, the Swing Line Lender and the L/C Issuer have required that Debtor execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer as additional collateral security for all of Borrowers' Obligations under the Loan Agreement and the other Transaction Documents; and

WHEREAS, in order to induce the Agent, the Lenders, the Swing Line Lender and the L/C Issuer make loans to the Borrowers, to issue letters of credit for the account of the Borrowers or to make other financial accommodations for the benefit of the Borrowers pursuant to the terms of the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer;

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement under which Debtor has granted to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill, patents and trademarks now owned or hereafter acquired by Debtor and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer a security interest in and lien on, all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on

Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other party, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrowers' Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Borrowers, or any of them, to the Agent, the L/C Issuer, the Swing Line Lender and/or any Lender evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any other Transaction Document and (iii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Agent, the L/C Issuer, the Swing Line Lender and/or any Lender upon the occurrence of an Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Agent, the L/C Issuer, the Swing Line Lender and/or any Lender in connection with any bankruptcy or insolvency proceedings (hereinafter collectively referred to "Secured Obligations").

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to the Agent, each of the Lenders, the Swing Line Lender and the L/C Issuer, and covenants and agrees with the Agent, each of the Lenders, the Swing Line Lender and the L/C Issuer, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by Debtor in the Loan Agreement);

(b) to the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) Except as specifically disclosed in the Loan Agreement (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Except as specifically disclosed in the Loan Agreement, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons, excluding only the security interest granted to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer;

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

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses;

(g) Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement; and

(h) Except as specifically disclosed in the Loan Agreement, Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

3. Inspection Rights; Product Quality. Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by the Agent, and, only while any Default or Event of Default under the Loan Agreement is continuing by each of the Lenders, the Swing Line Lender and the L/C Issuer, during normal business hours and at other reasonable times. Debtor will promptly reimburse the Agent, each of the Lenders, the Swing Line Lender and the L/C Issuer for all costs and expenses incurred by Agent in connection with any such inspection conducted by Agent at any time, and incurred by any of the Lenders, the Swing Line Lender or the L/C Issuer in connection with any inspection conducted by any such Lender, the Swing Line Lender and/or the L/C Issuer while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (i) to maintain the quality of

any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the forgoing.

4. Further Assurances. Debtor agrees that, until (i) all of the Secured Obligations shall have been paid in full, (ii) Agent, the Lenders, the Swing Line Lender and the L/C Issuer have no further commitments or obligations to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of any of the Borrowers under the Loan Agreement, any other Transaction Document or otherwise, (iii) no Letters of Credit shall be outstanding and (iv) the Loan Agreement has expired or been terminated in accordance with its terms, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Loan Agreement, without the prior written consent of the Required Lenders, and Debtor agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Agent to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Debtor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed the Agent, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Debtor shall give the Agent prompt written notice thereof.

6. Modification by Agent. Debtor authorizes the Agent to modify this Agreement by amending Schedules A, B, C, D and E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products or services sold by Debtor, for Debtor's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations ratably among the Lenders, the Swing Line Lender and the L/C

Issuer in the order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be mailed to the Debtor at its last known address at least ten (10) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by the Agent, any of the Lenders, the Swing Line Lender and/or the L/C Issuer of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from the Agent, any of the Lenders, the Swing Line Lender or the L/C Issuer to Debtor. If an Event of Default shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself, the Lenders, the Swing Line Lender and the L/C Issuer, as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Agent shall commence any such suit, Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Debtor and/or Tacoma Electric shall pay all of the Secured Obligations in full, (ii) Agent, the Lenders, the Swing Line Lender and the L/C Issuer shall have no further commitments or obligations to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of any of the Borrowers under the Loan Agreement, any other Transaction Document or otherwise, (iii) no Letters of Credit are outstanding and (iv) the Loan Agreement shall have expired or have been terminated in accordance with its terms, this Agreement shall terminate and the Agent shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish the Agent's security interest therein, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by the Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2.00%) over and above the Adjusted Base Rate (which interest rate shall fluctuate as and when the Adjusted Base Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.

11. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. Agent Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Debtor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and 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 of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Agent and consented to by the Required Lenders, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign or delegate any of its rights of obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

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[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Debtor and the Agent have executed this Patent, Trademark and License Security Agreement this 12th day of January, 2007.

CONNECTICUT ELECTRIC, INC. ("Debtor")

By: 
Peter S. Villhard, Vice President

U.S. BANK NATIONAL ASSOCIATION,
as Agent (the "Agent")

By: _____
Juli Van Hook, Vice President

IN WITNESS WHEREOF, Debtor and the Agent have executed this Patent, Trademark and License Security Agreement this 12th day of January, 2007.

CONNECTICUT ELECTRIC, INC. ("Debtor")

By: _____
Peter S. Villhard, Vice President

U.S. BANK NATIONAL ASSOCIATION,
as Agent (the "Agent")

By: Juli Van Hook
Juli Van Hook, Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 12th day of January, 2007, before me personally appeared Peter S. Villhard to me personally known, who, being by me duly sworn, did say that he is the Vice President of CONNECTICUT ELECTRIC, INC., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Peter S. Villhard acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Barbara A. Cavicchia

Notary Public

My Commission Expires:



STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this ___ day of January, 2007, before me appeared Juli Van Hook, to me personally known, who, being by me duly sworn, did say that she is a Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Juli Van Hook acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Notary Public

My Commission Expires:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

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(Seal)

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

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IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

DIANNE M. TROUT Notary Public Notary Seal STATE OF MISSOURI City of St. Louis Comm. # 06440089 My Commission Expires Sept. 26, 2010
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Dianne M. Trout
Notary Public

My Commission Expires:

Sept 26, 2010

SCHEDULE A

United States Patents

Title	Country	App. No.	Filing Date	Issue Date	Patent No.
CIRCUIT BREAKER WITH DISTRIBUTION LUG TERMINAL HAVING TRAPPED INSULATOR	U.S.	08/102,190	08/05/93	1/30/96	5,488,337
TEMPERATURE SENSITIVE POWER CONVERTER	U.S.	11/290,374	11/30/05	7/17/07	7,245,109
MOLDED CASE CIRCUIT BREAKER HAVING TRAPEZOIDALLY SHAPED SHAFT	U.S.	08/098,992	07/29/1993	4/12/1994	5,302,788

SCHEDULE B

United States Patent Applications

Title	Country	App. No.	Filing Date	Issue Date	Patent No.
UNKNOWN	U.S.	10/351,360	UNKNOWN	N/A	N/A

SCHEDULE C

United States Federal and State Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
Connecticut Electric (words only)	78479372	9/7/04	3152835	10/10/06	Registered.
Connecticut Electric & Switch Mfg. Co.	78479370	9/7/04	3152834	10/10/06	Registered.
Connecticut Electric (word & design with lightning bolt in the middle)	78479367	2/25/05			Pending.
Emergen Switch	75435497	2/17/98	2398929	10/31/00	Registered.
Zinsco (word & design)	75255190	3/10/97	2134491	2/3/98	Registered.
CESM	76445291	8/29/02	2827087	3/30/04	Registered.
ZINSCO	72425570	5/25/72	0975845	1/1/74	Registered.
VIEW-PAK					Unregistered.
UNIQUE BREAKERS					Unregistered.
UBI					Unregistered.

Domain Names

Connecticut Electric, Inc. is the owner of the following domain names:

www.parallaxpower.com

www.connecticut-electric.com

SCHEDULE D

United States Trademark Applications

None.

SCHEDULE E

Licenses

Master Distributor Agreement effective January 2, 2001 by and among American Circuit Breaker Corporation ("ACBC") and Connecticut Electric, Inc., as assignee of Connecticut Electric & Switch Mfg. Co., as amended by the First Addendum to Master Distributor Agreement and Settlement Agreement dated September 11, 2006 (grants a license to Connecticut Electric, Inc. to use certain trademarks of ACBC during the term of the agreement).

Settlement Agreement dated April 13, 2006 between Reliance Controls Corporation and Connecticut Electric, Inc., as assignee of Connecticut Electric & Switch Mfg. Co. (grants a license to Connecticut Electric, Inc. to sell certain rocker switches to The Home Depot through September 30, 2007).