

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement to Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ELECTRICAL COMPONENTS INTERNATIONAL, INC.		09/23/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	BANKING CORPORATION:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1691163	WIREKRAFT
Registration Number:	1713207	BURCLIFF INDUSTRIES
Registration Number:	3407344	E ECI

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	029217-0169
NAME OF SUBMITTER:	Kristin J. Azcona

OP \$90.00 1691163

Signature:	/kja/
Date:	09/24/2008
Total Attachments: 5 source=Electrical Components Second Lien Trademarks#page1.tif source=Electrical Components Second Lien Trademarks#page2.tif source=Electrical Components Second Lien Trademarks#page3.tif source=Electrical Components Second Lien Trademarks#page4.tif source=Electrical Components Second Lien Trademarks#page5.tif	

Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of September 23, 2008, by ELECTRICAL COMPONENTS INTERNATIONAL, INC., a Delaware corporation ("Pledgor") in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Amended and Restated Second Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is a party to a Second Lien Security Agreement, dated as of May 1, 2006 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement;

WHEREAS, Wirekraft Industries, L.L.C., a predecessor-in-interest to Pledgor, transferred trademarks with registration numbers 1,691,163 and Reg No. 1,713,207 to Wire Harness Contractors, Inc. and Wire Harness Contractors, Inc. transferred such trademarks to Pledgor;

WHEREAS, Pledgor has acquired the additional Trademarks set forth on Schedule I attached hereto either through an acquisition or a name change;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

(a) Trademarks of Pledgor listed on Schedule I attached hereto, but not including any Trademarks subject to an "intent to use" application until such time as a statement of use has been filed with the United States Patent and Trademark Office;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the

security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.


SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**ELECTRICAL COMPONENTS
INTERNATIONAL, INC.**


By: 
Name: _____
Title: _____

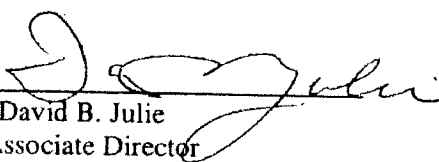
Second Lien Supplemental Trademark
Security Agreement

TRADEMARK
REEL: 003858 FRAME: 0443

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: David B. Julie
Title: Associate Director

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK U.S. SECURITY AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks:

OWNER	TRADEMARK	NAME
ELECTRICAL COMPONENTS INTERNATIONAL, INC. *	1,691,163	WIREKRAFT
ELECTRICAL COMPONENTS INTERNATIONAL, INC.*	1,713,207	BURCLIFF INDUSTRIES
ELECTRICAL COMPONENTS INTERNATIONAL, INC.	3,407,344	E ECI and Design

*Previously registered to Wire Harness Contractors, Inc.

Trademark Applications:

None.