

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
KEMET CORPORATION		06/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	K FINANCING, LLC		
Street Address:	360 North Crescent Drive, South Building		
Internal Address:	c/o Platinum Capital Partners II, L.P.		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2640510	AO-CAP	
Registration Number:	2475549	CAPACITOREDGE	
Registration Number:	3343192	D-STICK	
Registration Number:	0684363	KEMET	
Registration Number:	0954942	KEMET	
Registration Number:	2475819	KEMET	
Registration Number:	3250898	KEMET CHARGED	
Registration Number:	2632627	KO-CAP	
CORRESPONDENCE DATA			
Fax Number:	(213)830-8743		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213.680.6400		
Email:	kimberley.lathrop@bingham.com		
Correspondent Name:	Kimberley A. Lathrop		

CH \$215.00 2640510

900137644

**TRADEMARK
 REEL: 004015 FRAME: 0023**

Address Line 1: 355 South Grand Avenue
Address Line 2: Bingham McCutchen LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3207192.337488
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	07/01/2009

Total Attachments: 10
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif
source=Trademark Security Agreement#page10.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of June 30, 2009, by **KEMET Corporation**, a Delaware corporation (the "Borrower") and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of **K Financing, LLC**, in its capacity as Lender pursuant to the Amended and Restated Credit Agreement, dated as of June 7, 2009 (the "Lender").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of June 30, 2009 (the "Security Agreement"), in favor of the Lender pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, the Pledgors hereby agree with the Lender 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. Each Pledgor hereby pledges and grants to the Lender 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 such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than unasserted contingent indemnification obligations), upon written request of the Borrower, the Lender shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[The remainder of this page is intentionally left blank; signature pages follow.]

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

PLEDGORS:

KRC TRADE CORPORATION

By: William M. Lowe, Jr.
Name: William M. Lowe, Jr.
Title: President

KEMET ELECTRONICS CORPORATION,

By: William M. Lowe, Jr.
Name: William M. Lowe, Jr.
Title: Executive Vice President and Chief Financial Officer

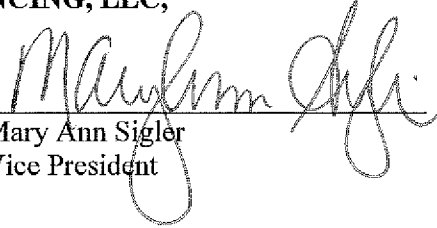
Accepted and Agreed:

K FINANCING, LLC,
as Lender

By:

Name: Mary Ann Sigler

Title: Vice President

A handwritten signature in cursive script, appearing to read "Mary Ann Sigler", written over a horizontal line.

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

NAME	ADDRESS
KEMET ELECTRONICS CORPORATION	2835 Kemet Way Simpsonville, SC 29681
KEMET SERVICES CORPORATION	700 Paredes Avenue, Suite 207 Brownsville, TX 78521
KRC TRADE CORPORATION	2835 Kemet Way Simpsonville, SC 29681
THE FOREST ELECTRIC COMPANY	1301 W. Armitage Avenue Melrose Park, IL 60160
KEMET ELECTRONICS (SUZHOU) CO., LTD.	Block 8, Suchun Industrial Square Suchun Road, Suzhou Industrial Park Suzhou, Jiangsu 215021 China
KEMET DE MEXICO, S.A. DE C.V.	Av. Carlos Salazar y Blv. Manuel Cavazos Lerma #15 Matamoros, Tamaulipas, Mexico 87380
ARCOTRONICS AMERICA INC.	2835 Kemet Way Simpsonville, SC 29681
ARCOTRONICS INC	2835 Kemet Way Simpsonville, SC 29681
SHANGHAI ARCOTRONICS COMPONENTS & MACHINERIES CO. LTD.	55, Taifen Road Anting Town Jiading District Shanghai 201814 China
NANTONG EVOX RIFA ELECTROLYTICS CO. LTD.	No. 79 Tongyang South Road Pingchao Town Nantong City, Jiangsu P.R. China
PT EVOX RIFA INDONESIA	325 Batamindo Industrial Park Mukakuning, Batam Indonesia 29433

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. TRADEMARK REGISTRATIONS:

OWNER	REGISTRATION NUMBER	TRADEMARK
KRC Trade Corporation	76/105,683 2,640,510	AO-CAP
KRC Trade Corporation	76038458 2475549	CAPACITOREDGE
KRC Trade Corporation	77125508 3343192	D-STICK
KRC Trade Corporation	72064033 0684363	KEMET
KRC Trade Corporation	72406813 0954942	KEMET
KRC Trade Corporation	76107426 2,475,819	KEMET
KRC Trade Corporation	78784552 3250898	KEMET CHARGED
KRC Trade Corporation	76051357 2,632,627	KO-CAP

U.S. TRADEMARK APPLICATIONS:

None.

FOREIGN TRADEMARK REGISTRATIONS:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
KRC Trade Corporation	1,465,218 393348	Argentina	KEMET
KRC Trade Corporation	A83464 A83464	Australia	KEMET
KRC Trade Corporation	A211885 A211885	Australia	KEMET
KRC Trade Corporation	6274/48 15485	Austria	KEMET
KRC Trade Corporation	002409232 002409232	Brazil	KEMET
KRC Trade Corporation	828525285 828525285	Brazil	KEMET CHARGED
KRC Trade Corporation	17183	Bulgaria	KEMET
KRC Trade Corporation	018763000 021869	Canada	KEMET
KRC Trade Corporation	024875800 116339	Canada	KEMET
KRC Trade Corporation	1,301,496	Canada	KEMET CHARGED

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
	TMA736350		
KEMET Electronics Corp.	8915941 516461	China	KEMET
KRC Trade Corporation	001942150 001942150	CTM	AO-CAP
KRC Trade Corporation	1915644 1915644	CTM	CAPACITOREDGE
KRC Trade Corporation	5060033 5060033	CTM	KEMET CHARGED
KRC Trade Corporation	1942200 1942200	CTM	KO-CAP
KRC Trade Corporation	VA 003183 1978 VR 002316 1979	Denmark	KEMET
KRC Trade Corporation	9305882 09587	Estonia	KEMET
KRC Trade Corporation	197803413 84698	Finland	KEMET
KRC Trade Corporation	11703	Georgia	KEMET
KRC Trade Corporation	962791 962791	Great Britain and Northern Ireland	KEMET
KRC Trade Corporation	93774	Greece	KEMET
KEMET Electronics Corp.	19771568	Hong Kong	KEMET
KRC Trade Corporation	300638299	Hong Kong	KEMET CHARGED
KRC Trade Corporation	265978	India	KEMET
KRC Trade Corporation	139433	India	KEMET
KEMET Electronics S.A.	372426	International	KEMET
KRC Trade Corporation	130426 130426	Ireland	KEMET
KRC Trade Corporation	71624	Israel	KEMET
KRC Trade Corporation	190054 190054	Israel	KEMET CHARGED
KRC Trade Corporation	2000-114907	Japan	CAPACITOREDGE
KRC Trade Corporation	0420366	Japan	KEMET
KRC Trade Corporation	0411838	Japan	KEMET
KRC Trade Corporation	2465073	Japan	KEMET
KRC Trade Corporation	40-1982-0002632 4000848980000	Korea	K & Bar Design
KRC Trade Corporation	M-92-5542 13285	Latvia	KEMET
KRC Trade Corporation	RL 3691 6994	Lithuania	KEMET
KEMET Electronics S.A.	437219	Madrid Convention	K & Bar Design
KRC Trade Corporation	89001209	Malaysia	KEMET
KRC Trade Corporation	2006/08600 2006/08600	Malaysia	KEMET CHARGED
KRC Trade Corporation	454577 689474	Mexico	AO-CAP
KRC Trade Corporation	454579 704466	Mexico	CAPACITOREDGE
KRC Trade Corporation	782937 953641	Mexico	KEMET CHARGED
KRC Trade Corporation	454578	Mexico	KO-CAP

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
	689475		
	47799	New Zealand	KEMET
KRC Trade Corporation	47799		
KRC Trade Corporation	39,772	Norway	KEMET
KRC Trade Corporation	104,597	Norway	KEMET
	200605213	Norway	KEMET CHARGED
KRC Trade Corporation	238413		
KRC Trade Corporation	27889	Philippines	KEMET
	87349	Poland	KEMET
KRC Trade Corporation	65503		
	106297	Portugal	KEMET
KRC Trade Corporation	106297 167297MNA		
	176595	Portugal	KEMET
KRC Trade Corporation	176595		
KRC Trade Corporation	17506	Puerto Rico	KEMET
KRC Trade Corporation	42750	Estonia	KEMET
KRC Trade Corporation	T0217167B	Singapore	KEMET
KRC Trade Corporation	T0609249A	Singapore	KEMET CHARGED
KRC Trade Corporation	881/45/1	South Africa	KEMET
KRC Trade Corporation	70/3224	South Africa	KEMET
	40-1977-0000762	South Korea	KEMET
KRC Trade Corporation	4000766210000		
	40-1989-0014453	South Korea	KEMET
KRC Trade Corporation	4002021350000		
	40-2006-26079	South Korea	KEMET CHARGED
KRC Trade Corporation	4006940500000		
	182247	Spain	KEMET
KRC Trade Corporation	182247		
	752537	Spain	KEMET
KRC Trade Corporation	752537		
KRC Trade Corporation	69971	Sweden	KEMET
	1970/03185	Sweden	KEMET
KRC Trade Corporation	133740		
	102/1978	Switzerland	K & Bar Design
KRC Trade Corporation	292200		
	247227	Switzerland	KEMET
KRC Trade Corporation	383734		
	54354/2006	Switzerland	KEMET CHARGED
KRC Trade Corporation	548440		
	00984808	Taiwan	AO-CAP
KRC Trade Corporation	89061410		
	089061411	Taiwan	CAPACITOREDGE
KRC Trade Corporation	00167645		
	067002259	Taiwan	K Device
KRC Trade Corporation	00114914		
KRC Trade Corporation	00053969	Taiwan	KEMET
	095025123	Taiwan	KEMET CHARGED
KRC Trade Corporation	01255932		
	089061409	Taiwan	KO-CAP
KRC Trade Corporation	982807		

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
KRC Trade Corporation	131796 Kor88588	Thailand	KEMET
KRC Trade Corporation	TM272348 626264	Thailand	KEMET CHARGED
Arcotronics Italia S.P.A.	762977 (Application No.)	Italy	ARCOTRONICS
Arcotronics Italia S.P.A.	577.619	CTM	ARCOTRONICS
Arcotronics Italia S.P.A.	2001/06736 (Application No.)	Turkey	ARCOTRONICS
Arcotronics Italia S.P.A.	1787670	China	ARCOTRONICS
Arcotronics Italia S.P.A.	1911334	China	ARCOTRONICS
Arcotronics Italia S.P.A.	513.654	International	ARCOTRONICS
Arcotronics Italia S.P.A.	2.638.500	CTM	LAMCAP
Arcotronics Ltd.	1174065	United Kingdom	ARCOTRONICS

FOREIGN TRADEMARK APPLICATIONS:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK
KRC Trade Corporation	5416371	China	KEMET CHARGED

LICENSES:

LICENSEE	LICENSOR	COUNTRY/ STATE	REGISTRATION/ APPLICATION NUMBER	TRADEMARK	VERIFIED OWNER
Vishay Intertechnology, Inc.	KEMET Electronics Cor.p.	U.S.	2,475,819; 684,363; 0954942	KEMET	
		Singapore	T02/17167B	KEMET	KRC Trade Corporation
		Great Britain & Northern Ireland	962791	KEMET	KRC Trade Corporation
		Hong Kong	1568-1977	KEMET	KRC Trade Corporation
		Greece	93774	KEMET	KRC Trade Corporation
		Malaysia	89001209	KEMET	KRC Trade Corporation
		South Korea	202,135	KEMET	KRC Trade Corporation
		Poland	65,503	KEMET	KRC Trade Corporation
		Puerto Rico	17,506	KEMET	KRC Trade Corporation
		Philippines	27889	KEMET	KRC Trade Corporation

LICENSEE	LICENSOR	COUNTRY/ STATE	REGISTRATION/ APPLICATION NUMBER	TRADEMARK	VERIFIED OWNER
		Sweden	133740	KEMET	KRC Trade Corporation
		Norway	104,597	KEMET	KRC Trade Corporation
		Taiwan	53,969	KEMET	KRC Trade Corporation
		Portugal	176,595	KEMET	KRC Trade Corporation
		Denmark	2316/79	KEMET	KRC Trade Corporation
		China	516,461	KEMET	KEMET Electronics Corporation
		Bulgaria	17183	KEMET	KRC Trade Corporation
		Switzerland	247,227; 383,734	KEMET	KRC Trade Corporation
		South Africa	70/3224	KEMET	KRC Trade Corporation
		Thailand	131796; Kor88588	KEMET	KRC Trade Corporation
		Argentina	1,465,218; 393348	KEMET	KRC Trade Corporation
		Ireland	130426	KEMET	KRC Trade Corporation
		Israel	71624	KEMET	KRC Trade Corporation
		Russia	42750	KEMET	KRC Trade Corporation
		Finland	84698	KEMET	KRC Trade Corporation
		Spain	752.537	KEMET	KRC Trade Corporation
		France	1.360.935	KEMET	KRC Trade Corporation
		Canada	116,339	KEMET	KRC Trade Corporation
		Australia	A211885	KEMET	KRC Trade Corporation
		India	265978	KEMET	KRC Trade Corporation
		Georgia	11703	KEMET	KRC Trade Corporation

LICENSEE	LICENSOR	COUNTRY/ STATE	REGISTRATION/ APPLICATION NUMBER	TRADEMARK	VERIFIED OWNER
Vishay Intertechnology, Inc.	KEMET Electronics Cor.p.	Madrid Convention	437,219	K	KEMET Electronics S.A.
		Switzerland	292,200	K	KRC Trade Corporation
Vishay Intertechnology, Inc.	KEMET Electronics Cor.p.	United Kingdom	1174065	ARCOTRONICS	Arcotronics Limited
		Italy	762977	ARCOTRONICS	Arcotronics Limited S.P.A.
		European Community	577,619	ARCOTRONICS	Arcotronics Limited S.P.A.