

**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
Electrical Components International, Inc.		05/14/2010	CORPORATION: DELAWARE
Noma O.P., Inc.		05/14/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
Internal Address:	6th Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1691163	WIREKRAFT
Registration Number:	1713207	BURCLIFF INDUSTRIES
Registration Number:	3407344	E ECI
Registration Number:	1789127	NOMA
Registration Number:	1564321	NOMA EXPRESSIONS
Registration Number:	1418887	NOMA
Registration Number:	1220515	NOMA
Registration Number:	1218037	NOMA PATIO

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-993-2622

**900162292**

**TRADEMARK  
 REEL: 004206 FRAME: 0887**

**OP \$215.00 1691163**

Email: gayle.grocke@lw.com  
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP  
Address Line 1: 233 S. Wacker Drive  
Address Line 2: Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	034784-0125
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	05/14/2010

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2010, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 14, 2010 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this 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.  
as Grantor

By: 

Name: David J. Webster  
Title: Chief Executive Officer

NOMA O.P., INC.  
as Grantor

By: 

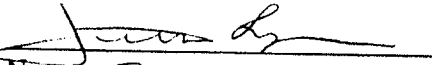
Name: David J. Webster  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:



Name: JUDITH LANGAN

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004206 FRAME: 0892

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Electrical Components International, Inc.	1,691,163	Wirekraft
Electrical Components International, Inc.	1,713,207	Burcliff Industries
Electrical Components International, Inc.	3407344	E ECI & Design
Noma O.P., Inc.	1789127	Noma
Noma O.P., Inc.	1564321	Noma Expressions
Noma O.P., Inc.	1418887	Noma
Noma O.P., Inc.	1220515	Noma
Noma O.P., Inc.	1218037	Noma-Patio

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Michael A. Sugar	Noma O.P., Inc.	1,418,887 (Noma), 1,220,515 (Noma), 1,789,127 (Noma), 2,062,573 (Noma) and 1,564,321 (Noma Expressions)	Noma and Noma Expressions

ECM Holding Company Whirlpool  
Corporation

Unspecified.