TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Toronto Dominion (Texas)		108/25/2010 I	LIMITED LIABILITY COMPANY: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	Wright Line LLC		
Street Address:	160 Gold Star Boulevard		
City:	Worcester		
State/Country:	MASSACHUSETTS		
Postal Code:	01606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Registration Number:	1006342	OPTIMEDIA	
Registration Number:	1497722	TRI-CODE	
Registration Number:	1993431	LINX	
Registration Number:	2901111	PROFILE	
Registration Number:	3152586	WRIGHT LINE	
Registration Number:	3667086	COMPASS	

### **CORRESPONDENCE DATA**

Fax Number: (216)479-7015

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 216-523-4131

Email: danielskalka@eaton.com

Correspondent Name: Daniel S. Kalka Address Line 1: 1111 Superior Avenue Address Line 4: Cleveland, OHIO 44114

**TRADEMARK** 

**REEL: 004270 FRAME: 0809** 

900170712

NAME OF SUBMITTER:	Daniel S. Kalka		
Signature:	/Daniel S. Kalka/		
Date:	09/01/2010		
Total Attachments: 3 source=Wright Release#page1.tif source=Wright Release#page2.tif source=Wright Release#page3.tif			

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

August 25, 2010

WHEREAS, Toronto Dominion (Texas) LLC, a Delaware Limited Liability Corporation (the "Secured Party"), is the holder of a security interest in each United States trademark owned by Wright Line LLC, a Delaware Limited Liability Corporation having a place of business at 160 Gold Star Boulevard Worcester, Massachusetts 01606 (the "Debtor") including without limitation each trademark registration and application listed on Schedule 1, annexed hereto and made a part hereof (the "Trademarks") and the goodwill of the business connected with the use of, or symbolized by each such Trademark, including all proceeds of and revenues from any claim by Debtor against third parties for: (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Debtor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing. (the "Collateral"; the Trademarks and the Collateral collectively referred to as the "Intellectual Property"); pursuant to a Credit Agreement among the Secured Party and the Debtor, dated June 2, 2008 (the "Credit Agreement") and a Trademark Security Agreement dated June 2, 2008 which was recorded with the United States Patent and Trademark Office (the "USPTO") on or about June 4, 2008, at Reel 003789 Frame 0494 (the "Trademark Security Agreement");

WHEREAS, Debtor has satisfied in full all of Debtor's obligations to the Secured Party including, but not limited to, all of Debtor's obligations under the Credit Agreement and the Trademark Security Agreement, including full and final payment of the Secured Obligations (as defined therein) thereby terminating the Credit Agreement, the Trademark Security Agreement and any and all security interests granted to the Secured Party under the Credit Agreement and the Trademark Security Agreement; and

WHEREAS, Debtor desires to record this instrument to evidence termination of Secured Party's security interest.

NOW, THEREFORE, the Secured Party and Debtor hereby agree as follows:

- 1. The Secured Party hereby expressly releases and discharges on behalf of itself, its successors, legal representatives and assigns, the security interest in, to and under the Intellectual Property of the Debtor pursuant to the Credit Agreement and Trademark Security Agreement.
- 2. The Secured Party hereby assigns and transfers to the Debtor, without recourse, all of its right, title, claim, lien or other interest in the Intellectual Property pursuant to the Credit Agreement and the Trademark Security Agreement or otherwise, effective as of the date first written above.
- 3. The Secured Party understands and agrees that this Release Of Security Interest In Trademarks may be recorded by or for the Debtor with the United States Patent and Trademark Office or any similar office or agency within or outside the United States.

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IN WITNESS WHEREOF, the undersigned has caused this Release Of Security Interest In Trademarks to be executed by its duly authorized officer as of the date first written above.

Toronto Dominion (Texas) LLC,

as Administrative Agent

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

BEBI YASIN

Title:

UTHORIZED SIGNATORY

Signature Page to Release Of Security Interest In Trademarks

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# SCHEDULE 1

Trademark	Filing Date	U.S. Serial No.	Registration Date	Registration No.
OPTIMEDIA	02/14/74	73/013,405	03/11/1975	1,006,342
TRI-CODE	12/28/87	73/703,042	07/26/1988	1,497,722
LINX	08/25/95	74/720,939	08/13/1996	1,993,431
PROFILE	07/09/02	76/428,539	11/09/2004	2,901,111
WRIGHT LINE	03/25/05	76/634,658	10/10/2006	3,152,586
COMPASS	06/12/07	76/678,115	08/11/2009	3,667,086

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**RECORDED: 09/01/2010** 

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