

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Statement Regarding the Release of the Security Interest Recorded at Reel/Frame 0732/0542		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Continental Bank N.A. (as successor-in-interest to Westinghouse Credit Corporation)		09/12/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	EIS, Inc.		
Street Address:	2018 Powers Ferry Road		
Internal Address:	Suite 500		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0991886	EIS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	37869-301 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	09/17/2019		

CH \$40.00 0991886

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STATEMENT REGARDING RELEASE OF SECURITY INTERESTS

The undersigned, being duly authorized, attests to the following.

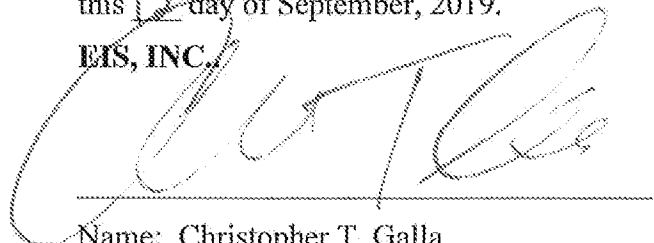
1. On June 1, 1990, Electrical Insulation Suppliers, Inc. ("Suppliers, Inc.") granted a security interest (the "1990 Security Interest") in U.S. trademark registration no. 991886 "EIS" to Westinghouse Credit Corporation, pursuant to that certain Conditional Assignment of Trademarks, which was recorded at the U.S. Patent and Trademark Office (the "PTO") on August 14, 1990 at Reel/Frame 0732/0542 (the "1990 Agreement"), a copy of which is attached hereto as Exhibit 1.
2. On June 25, 1992, pursuant to that certain Assignment of Trademark Security Interest of the same date (the "Assignment"), Westinghouse Electric Corporation (successor-in-interest to Westinghouse Credit Corporation) assigned all of its right, title and interest in and to all of Suppliers Inc.'s obligations secured by the 1990 Agreement to Continental Bank N.A., as agent for certain other lenders. The Assignment was recorded at the PTO on July 28, 1993 at Reel/Frame 1008/0094. A copy of the Assignment is attached hereto as Exhibit 2.
3. On October 27, 1994, Suppliers, Inc. granted a security interest (the "1994 Security Interest") in U.S. trademark registration no. 991886 "EIS" to First Union Commercial Corporation, pursuant to that certain Assignment for Security (Trademarks) recorded at the PTO on January 26, 1995 at Reel/Frame 1302/0377, a copy of which is attached hereto as Exhibit 3.
4. The 1994 Security Interest was terminated on March 22, 2005 pursuant to the UCC Financing Statement attached hereto as Exhibit 4.
5. On May 19, 1997, Suppliers, Inc. changed its name to EIS, Inc.
6. On October 31, 1997, EIS, Inc. granted a security interest (the "1997 Security Interest") in U.S. trademark registration no. 991886 "EIS" to First Union Commercial Corporation, pursuant to that certain Assignment for Security (Trademarks) recorded at the PTO on December 31, 1997 at Reel/Frame 1676/0671, a copy of which is attached hereto as Exhibit 5.
7. On March 9, 2007, Merit/Fulton Acquisition Co., Inc. granted a security interest (the "2007 Security Interest") in the trademark registrations listed below to TD Banknorth, N.A., pursuant to that certain Security Agreement recorded at the PTO on April 12, 2007 at Reel/Frame 3527/0327, a copy of which is attached hereto as Exhibit 6.
 - Registration no. 2142089 "COBRA WIRE & CABLE"
 - Registration no. 2319007 "COPY-FLEX 2000"
 - Registration no. 2321208 "X-FLEX"
 - Registration no. 2776100 "X-FLEX 150"
8. On March 9, 2007, Merit/Fulton Acquisition Co., Inc. changed its name to Cobra Wire & Cable, Inc.
9. Effective August 31, 2011, Cobra Wire & Cable, Inc. merged into EIS, Inc.

10. To the undersigned's best knowledge and belief, the debt secured by the 1990 Security Interest, and 1997 Security Interest, and the 2007 Security Interest was paid off in its entirety, and said security interests were terminated and released.

The undersigned has knowledge of the matters deposed herein and believes them to be true.

Signed at Atlanta Georgia, USA,
this 12 day of September, 2019.

EIS, INC.



Name: Christopher T. Galla

Position: Assistant Secretary

This certificate pertains to a 2-page document entitled *Statement Regarding Release of Security Interests* and signed on September 12, 2019

State of Georgia
County of Cobb

Signed or attested before me on September 12, 2019, by Christopher T. Galla who is

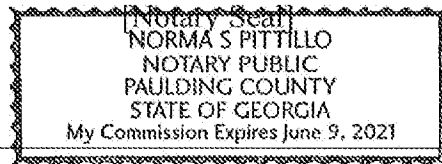
personally known

or

proved to me on the basis of satisfactory evidence to be the person who appeared before me



Notary Public, State of Georgia



Signature page to Statement Regarding Release of Security Interests

EXHIBIT 1

See attached

8/14/90
S.09-405

D

LAW OFFICES

BANNER, BIRCH, MCKIE & BECKETT

MAIL ROOM
AUG 14 1980
38
PAT. & TRADEMARKS

DONALD W. BANNER
STOLLD J. BIRCH
EDWARD F. MCKIE, JR.
WILLIAM M. BECKETT
DALE H. HOSCHEIT
ALAN C. COOPER
RODGER L. TATE
JOSEPH M. POTENZA
SCOTT F. PARTRIDGE
ALAN I. CANTOR
JAMES A. NIEGOWSKI
BARRY L. GROSSMAN
JOSEPH M. SKERPON
KATHY J. MCKNIGHT
THOMAS L. PETERSON

NINA L. MEDLOCK
DONNA J. BUNTON
WILLIAM J. FISHER
LISA L. HELLING
THOMAS H. JACKSON
JAMES G. GATTO
THOMAS M. HORGAN
DOUGLAS N. LARSON
ANDRES M. ARISMENDI, JR.*
LANCE G. JOHNSON
SARAH A. KAGAN
BRUCE S. SHAPIRO*
RICHARD J. NOURA*
MARY GRONLUND*

* NOT ADMITTED IN DISTRICT OF COLUMBIA

SIXTH FLOOR
ONE THOMAS CIRCLE, N.W.
WASHINGTON, D. C. 20005

TELEPHONE
(202) 296-5500

CABLE ADDRESS:
BANKETT

TELEX:
197430 BBMB UT

FACSIMILE:
(202) 296-7830
(202) 659-5548
(202) 659-5148

August 13, 1980

Honorable Commissioner of Patents
and Trademarks
Washington, D. C. 20231

ATTN: ASSIGNMENT BRANCH

Re: Conditional Assignment of Trademarks From
Electrical Insulation Suppliers, Inc. to
Westinghouse Credit Corporation
Our Docket No. 2390.032100

Dear Sir:

Attached for recording in the United States Patent and Trademark Office is a Conditional Assignment of Trademarks document dated June 1, 1990 between Electrical Insulation Suppliers, Inc., a Georgia corporation and Westinghouse Credit Corporation, a Delaware corporation ("WCC").

This Conditional Assignment of Trademarks is for the U. S. Registration No. 991,886 for for the tradename EIS identified in Schedule A to Westinghouse Credit Corporation by virtue of a Finance and Security Agreement between EIS Management Corporation, and Westinghouse Credit Corporation.

Enclosed is a check in the amount of \$8.00 to cover the cost of Assignment recordation for the listed U. S. registration. It is believed that this fee is correct. However, the Commissioner is authorized to charge any additional fee required or credit any overpayment to our Deposit Account No. 19-0733. Two copies of this letter are attached for this purpose.

Respectfully submitted,
BANNER, BIRCH, MCKIE & BECKETT



Dale H. Hoscheit

140 RP 08/16/90 991886

0 405

8.00 CK

DHH/jcb
Enclosures

ASSIGNMENT BRANCH

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REEL: 006747 FRAME: 0007

CONDITIONAL ASSIGNMENT OF TRADEMARKS

THIS CONDITIONAL ASSIGNMENT OF TRADEMARKS is dated as of June 1, 1990, between ELECTRICAL INSULATION SUPPLIERS, INC., a Georgia corporation ("Borrower") and WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation ("WCC").

W I T N E S S E T H:

WHEREAS, pursuant to the Finance and Security Agreement dated June 1, 1990, by and between Borrower, EIS Management Corporation, a Georgia corporation, and WCC (the "Finance Agreement"), WCC has agreed to make term and revolving loans to the Borrower upon the terms and conditions set forth in the Finance Agreement, to be evidenced by promissory notes of the Borrower payable to the order of WCC (the "Notes"); and

WHEREAS, WCC is willing to make the loans under the Finance Agreement only if the Borrower executes and delivers this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Unless otherwise defined herein, terms defined in the Finance Agreement and used herein shall have the same meanings when used herein as ascribed to them in the Finance Agreement.

2. To secure the complete and timely satisfaction of the Obligations, Borrower hereby grants a security interest in, and upon the occurrence of an Event of Default, agrees to assign and convey to WCC the entire right, title, and interest in and to all United States and foreign trademarks, trade names, corporate names, Borrower names, business names, trademarks, service marks and all applications and registrations thereof listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present, and future infringement and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

3. Borrower covenants and warrants that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable and, except as noted on Schedule B, no claim has been made that

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the use of any of the Trademarks infringes upon the trademark rights of any third person;

- (c) Except as noted on Schedule B, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;
- (d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks, free and clear of any liens, charges, and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons;
- (e) Borrower has the unqualified right to enter into this Agreement and perform its terms;
- (f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (g) Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Borrower hereby grants to WCC and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect, or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Borrower shall do any and all acts required by WCC to ensure Borrower's compliance with Paragraph 3(g).

5. Borrower agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Borrower's Obligations under this Agreement, the Finance Agreement or any Other Agreement, without WCC's prior written consent.

6. If, before the Obligations shall have been satisfied in full, Borrower shall obtain rights to any new trademarks or service marks, the provisions of Paragraph 2 shall automatically apply thereto and Borrower shall give WCC prompt written notice thereof.

7. Borrower authorizes WCC to modify this Agreement by amending Schedule A to include any future trademarks or service marks and trademark or service mark applications covered by Paragraphs 2 and 6 hereof.

8. If any Event of Default shall have occurred and be continuing, WCC 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 Trademarks may be located and, without limiting the generality of the foregoing, WCC may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon any of the Trademarks, or any interest which the Borrower may have therein, and WCC shall apply the net proceeds (after expenses, including all reasonable expenses for broker's fees and all other costs of collections, including reasonable attorney's fees, if collected by or through an attorney) of any such sale, lease, assignment, license, sublicense or other disposition of the Trademarks to the Obligations in such order as WCC in its sole discretion shall determine, the Borrower remaining liable for any deficiency therein and any excess thereto shall be paid over to the Borrower. Notice of any sale or other disposition of the Trademarks shall be given to Borrower at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or WCC may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Borrower which right is hereby waived and released.

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9. At such time as Borrower shall completely satisfy all of the Obligations, this Agreement shall terminate and WCC shall execute and deliver to Borrower all releases, deeds, assignments, and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by WCC pursuant hereto.

10. All notices and other communications required or permitted under this Agreement, unless otherwise provided for herein, shall be in writing and shall be deemed to have been duly given, made and received only when personally delivered or five (5) days after being deposited in the United States mail, first class postage prepaid, addressed as set forth below:

If to Borrower:

Electrical Insulation Suppliers, Inc.
1255 Collier Road, N.W.
Atlanta, Georgia 30318
Attention: Chief Financial Officer

with copies, given in the manner prescribed above, to:

Alston & Bird
One Atlantic Center

1201 W. Peachtree Street
Atlanta, Georgia 30309-3424
Attention: H. Sadler Poe, Esq.

If to WCC:

Westinghouse Credit Corporation
One Oxford Centre
Eighth Floor
301 Grant Street
Pittsburgh, Pennsylvania 15219
Attention: Corporate Finance Division

with copies, given in the manner prescribed above, to:

Smith, Gambrell & Russell
3333 Peachtree Road, N.E.
Suite 1800, East Tower
Atlanta, Georgia 30326
Attention: Arthur Jay Schwartz, Esq.

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

11. Any and all fees, costs, and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by WCC 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, encumbrance or otherwise protecting, maintaining, or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to Trademarks, shall be borne and paid by Borrower on demand by WCC and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Finance Agreement.

12. Borrower shall have the duty to prosecute diligently any trademark and service mark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition, cancellation proceedings or lawsuits and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks, in which event WCC may, if necessary, be joined as the nominal party to such proceeding or suit if WCC shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Any expenses incurred in connection with the Trademarks shall be borne by Borrower. Borrower shall promptly, upon

demand, reimburse and indemnify WCC for all damages, costs, and expenses, including attorneys' fees, incurred by WCC in the fulfillment of the provisions of this Paragraph 12. The Borrower shall not abandon any Trademark without the consent of WCC. Unless and until the Trademarks are assigned to WCC pursuant to this Agreement, WCC has no obligations with respect to any such Trademarks.

13. Borrower hereby appoints WCC and any officer or agent of WCC as WCC may select from time to time, in WCC's exclusive discretion, as Borrower's true and lawful attorney-in-fact, with, in the event of the occurrence of an Event of Default, the power to endorse Borrower's name on all applications, documents, papers, and instruments necessary for WCC to use or defend the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for WCC to assign, pledge, convey, or otherwise transfer title in or dispose of the Trademarks to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If Borrower fails to comply with any of its Obligations hereunder, WCC may do so in Borrower's name or in WCC's name, but at Borrower's expense, and Borrower hereby agrees to reimburse WCC in full for all such expense, including but not limited to reasonable attorneys' fees, incurred by WCC in protecting, defending, and maintaining the Trademarks.

15. No course of dealing between Borrower and WCC, nor any failure to exercise, nor any delay in exercising on the part of WCC, any right, power or privilege hereunder or under the Finance Agreement or any Other Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of WCC's rights and remedies with respect to the Trademarks whether established hereby or by the Finance Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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 effect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

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19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. The Borrower shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of WCC.

20. THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF GEORGIA.

WITNESS the execution hereof as of the day and year first above written.

ELECTRICAL INSULATION
SUPPLIERS, INC.

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Attest: *Robert E. White*
Title: ASST SECRETARY
[CORPORATE SEAL]

By: *S.R. Kendall*
Title: Chairman

WESTINGHOUSE CREDIT CORPORATION

By: *R.T. Jackson*
Title: VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OR STATE OF Georgia :
 : ss.:
COUNTY OF Fulton :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 1st day of June, 1990, personally appeared R.T. Jackson to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Westinghouse Credit Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

Lucy Bimsley
Notary Public

My Commission Expires:

Notary Public, Gwinnett County, Georgia
My Commission Expires July 21, 1993

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CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OR STATE OF Georgia :
 :
 : SS.:
COUNTY OF Fulton :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 1st day of June, 1990, personally appeared S.B. Kendall to me known personally, and who, being by me duly sworn, deposes and says that he is the Chairman of Electrical Insulation Suppliers, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Chairman acknowledged said instrument to be the free act and deed of said corporation.

Lucy Kimsey
Notary Public

My Commission Expires:

Notary Public, Gwinnett County, Georgia
My Commission Expires July 21, 1993

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CONDITIONAL ASSIGNMENT OF TRADEMARKS

SCHEDULE A

A. TRADEMARKS

- | | | |
|----|-----------------------------------|----------|
| 1. | U.S. Registration No. 991,886 | EIS |
| 2. | Georgia State Registration T-2907 | ARATHERM |

B. UNREGISTERED TRADE NAMES

1. Electrical Insulation Suppliers, Inc.
2. EIS
3. Complete Reading Electric
4. CR
5. Electrical Specialty Company
6. ESCO
7. FABRICO
8. BELFAB
9. Sullivan Electric
10. Missile Supply
11. E.H. Canis & Son
12. Earl B. Beach

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REEL: 006747 FRAME: 0016

C. TRADE NAME REGISTRATIONS

The following filings are in the name of Electrical Insualtion Suppliers, Inc.

	<u>Trade Name</u>	<u>City or County/State of Registration</u>
1.	Belfab Services	Madison, Wisconsin
2.	Complete Reading Electric Co.	Oklahoma City, Oklahoma
3.	Complete Reading Electric Co.	Madison, Wisconsin
4.	EIS	Bloomfield, Connecticut
5.	EIS	Fulton County, Georgia
6.	EIS	New Orleans Parish, Louisiana
7.	EIS	Baltimore, Maryland
8.	EIS	Madison, Wisconsin
9.	Electrical Specialty Co.	Phoenix, Arizona
10.	Fabrico, Inc.	Madison, Wisconsin

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D. ASSUMED NAME FILINGS

The following filings are in the name of Electrical Insualtion Suppliers, Inc.

	<u>Assumed Name</u>	<u>City or County/State of Registration</u>
1.	Earl B. Beach of New England	Woburn, Massachusetts
2.	Complete-Reading Electric Co.	Woburn, Massachusetts
3.	Complete-Reading Electric Co.	Springfield, Illinois

- | | | |
|-----|-------------------------------|--------------------------------|
| 4. | Complete-Reading Electric Co. | Marion County, Indiana |
| 5. | Complete-Reading Electric Co. | New Orleans, Louisiana |
| 6. | Complete-Reading Electric Co. | Baltimore, Maryland |
| 7. | Complete-Reading Electric Co. | Detroit, Michigan |
| 8. | Complete-Reading Electric Co. | Edina, Minnesota |
| 9. | Complete-Reading Electric Co. | Liverpool, New York |
| 10. | Complete-Reading Electric Co. | Garland, Texas |
| 11. | EIS | Springfield, Illinois |
| 12. | EIS | Marion County, Indiana |
| 13. | EIS | Boston, Massachusetts |
| 14. | EIS | Detroit, Michigan |
| 15. | EIS | St. Paul, Minnesota |
| 16. | EIS | Trenton, New Jersey |
| 17. | EIS | Liverpool, New York |
| 18. | EIS | Wake County,
North Carolina |
| 19. | EIS | Nashville, Tennessee |
| 20. | EIS | Austin, Texas |
| 21. | EIS | Olympia, Washington |
| 22. | Electrical Specialty, Co. | Olympia, Washington |
| 23. | Electrical Specialty, Co. | Denver, Colorado |
| 24. | Electrical Specialty, Co. | Salem, Oregon |
| 25. | Electrical Specialty, Co. | El Paso, Texas |

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E. FICTITIOUS NAME FILINGS

The following filings are in the name of Electrical Insulation Suppliers, Inc.

<u>Fictitious Name</u>	<u>City or County/State of Registration</u>
1. Complete Reading Electric Co.	Kansas City, Missouri
2. Complete Reading Electric Co.	Columbus, Ohio
3. EIS	Santa Clara County, California
4. EIS	Orange County, Florida
5. EIS	Maryland Heights, Missouri
6. EIS	Kansas City, Missouri
7. Electrical Specialty Co.	Phoenix, Arizona
8. Electrical Specialty Co.	San Francisco County, California

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CONDITIONAL ASSIGNMENT OF TRADEMARKS

SCHEDULE B

None

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**RECORDED
PATENT AND TRADEMARK
OFFICE**

AUG 14 1990

EXHIBIT 2

See attached

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

40-481-D



To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Electrical Insulation Suppliers, Inc.

Individual(s)
 General Partnership
 Corporation-State 03 GA
 Other

Association
 Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Continental Bank N.A.

Internal Address: _____

Street Address: 231 South LaSalle Street

City Chicago State IL ZIP 60697

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State

3. Nature of conveyance: 08

Assignment
 Security Agreement
 Other

Merger
 Change of Name

Execution Date: June 25, 1993

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignments)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s) 991,886

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: One

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Judy J. Roland

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP 30303

7. Total fee (37 CFR 3.41):\$40.00-----

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: N/A
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy J. Roland _____ *Judy J. Roland* July 28, 1993
 Name of Person Signing Signature Date

020 KP 08/18/93 0991886 89141942 0 481 40.00 CK
 Total number of pages comprising cover sheet: 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

REEL 006747 FRAME 0914

RECEIVED
93 AUG 18 AM 8:20



KING & SPALDING

191 PEACHTREE STREET
ATLANTA, GEORGIA
30303-1763

404/572-4600
TELEX: 54-2917 KINGSPALD ATL
FACSIMILE: 404/572-5100

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, DC 20006-4706
TELEPHONE: 202/737-0500
FACSIMILE: 202/628-3737

July 28, 1993

120 WEST 45TH STREET
NEW YORK, NY 10036-4003
TELEPHONE: 212/556-2100
FACSIMILE: 212/556-2222

VIA U.S. EXPRESS MAIL

Commissioner
U.S. Patent & Trademark
2011 Jefferson Davis Highway
Room 1B03, Lobby Level
Arlington, Virginia 22202

Attention: Assignment Branch

Re: Assignment of Trademark Security Interest -
TO BE RECORDED FIRST

Dear Sir or Madam:

Enclosed is an Assignment of Trademark Security Interest, TO BE RECORDED FIRST, from Westinghouse Electric Corporation, as successor in interest to Westinghouse Credit Corporation, in favor of Continental Bank N.A. We request that the Assignment of Trademark Security Interest be recorded against the registration number mentioned in the attached Assignment.

Our firm's check covering this Assignment is for \$40.00, and is part of the check enclosed for the total of \$430.00, including the recordation fee of the second document, Amended and Restated Conditional Assignment of Trademarks.

Our pre-addressed return postcard, to which we request that the mailroom stamp be affixed and then returned to the undersigned.

TRADEMARK

REEL 1008 FRAME 95

Commissioner
U.S. Patent & Trademark
July 28, 1993
Page 2

Thank you for your assistance. If you should have any questions, please call me collect at (404) 572-3421.

Sincerely yours,


Judy J. Roland
Legal Assistant

JJR/mlt

Enclosures:

Assignment of Trademark Security Interest
Check No. 065587
Return Postcard

TRADEMARK

REEL 1008 FRAME 96

TRADEMARK
JUN 10 08 PM '93

ASSIGNMENT OF TRADEMARK SECURITY INTEREST

THIS ASSIGNMENT OF CONDITIONAL ASSIGNMENT OF TRADEMARKS (the "Assignment") dated as of June 25, 1993, is made by WESTINGHOUSE ELECTRIC CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("WEC"), as successor in interest to WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation ("WCC"), having a place of business at One Oxford Centre, 301 Grant Street, Pittsburgh, Pennsylvania 15219, in favor of CONTINENTAL BANK N.A., a national banking association, as agent for certain other lenders (the "Agent"), having its principal place of business at 231 South LaSalle Street, Chicago, Illinois 60697.

W I T N E S S E T H:

WHEREAS, ELECTRICAL INSULATION SUPPLIERS, INC., a Georgia corporation ("Debtor"), entered into a certain Conditional Assignment of Trademarks, dated as of June 1, 1990, which was thereafter recorded in the United States Patent and Trademark Office at Reel 0732, Frame 0542 on August 14, 1990 (the "Agreement"), whereby WCC was granted a security interest in the "Trademarks" as that term is defined therein;

WHEREAS, thereafter, WCC was merged into WEC;

WHEREAS, WEC has assigned (i) all of its right, title and interest in and to all obligations of the Debtor that are secured by the Agreement, among other things, to Agent and certain other lenders, and (ii) all of its right, title and interest in and to the liens securing such obligations, including the Agreement, to the Agent for the benefit of such lenders;

WHEREAS, the parties wish to evidence such assignment of the Agreement;

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

1.

WEC hereby releases and assigns all of its security interest(s) granted under the Agreement, including without limitation its security interest(s) in the "Trademarks" set forth on Exhibit "A" attached hereto and incorporated herein by reference, to Agent.

IN WITNESS WHEREOF, WEC has caused this document to be executed on its behalf as of the 25th day of June, 1993.

WESTINGHOUSE ELECTRIC CORPORATION, as
successor by merger to WESTINGHOUSE
CREDIT CORPORATION

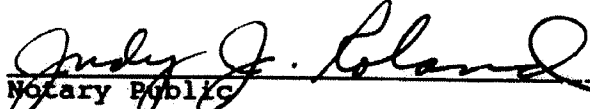
By: Andrew Hays
Andrew Hays
Vice President

TRADEMARK

REEL 1008 FRAME 098

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 25th day of June, 1993, before me appeared Andrew Hays, the person who signed this document in his/her capacity as Vice President of WESTINGHOUSE ELECTRIC CORPORATION, who acknowledged that he/she signed it as a free act on behalf of the identified corporation with authority to do so.



Notary Public

Commission Expiration Date:

[NOTARIAL SEAL]

JUDY J. ROLAND
Notary Public, Gwinnett County, Georgia.
My Commission Expires January 11, 1995

TRADEMARK

REEL 1 0 0 8 FRAME 0 9 9

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR § 1.10

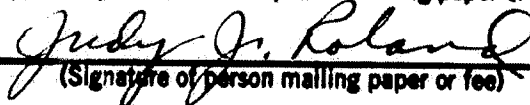
***EXPRESS MAIL* MAILING LABEL NUMBER IB665302858**

DATE OF DEPOSIT July 28, 1993

I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE *EXPRESS MAIL POST OFFICE TO ADDRESSEE* SERVICE AND 37 CFR § 1.10 ON THE DATE INDICATED ABOVE AND IS ADDRESSED TO THE COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20231

~~XXXXXXXX~~ Judy J. Roland

(Typed or printed name of person mailing paper or fee)



(Signature of person mailing paper or fee)

TRADEMARK

REEL: 006747 FRAME: 0027

RECORDED
PATENT AND TRADEMARK
OFFICE

JUL 28 1993

EXHIBIT "A"

United States Trademark Registrations

MARK

REGISTRATION NO.

EIS

No. 991,886

TRADEMARK

REEL 1008 FRAME 100

EXHIBIT 3

See attached

#40/481
#200/482

9

Sutherland, Asbill & Brennan

1275 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004-2404

TEL: (202) 383-0100
FAX: (202) 637-3593

ATLANTA
AUSTIN
NEW YORK
WASHINGTON

B. BRETT HEAVNER
DIRECT LINE: (202) 383-0762

January 26, 1995

BY HAND

U.S. Patent and Trademark Office
Assignment Branch
North Tower Building
Suite 10C35
Washington, D.C. 20231

1,723,760

Attn: Assignment Branch

Re: Assignment for Security (Trademarks)

Gentlemen:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05 (d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of trademarks. Please record the enclosed "Assignment for Security (Trademarks)," as set forth in paragraph 4:

- 1) Name of conveying party: Electrical Insulation Suppliers, Inc., a Georgia corporation. *03 4 A*
- 2) Name and address of receiving party: First Union Commercial Corporation, 999 Peachtree Street, N.E., Atlanta, Georgia 30309. *99*
- 3) Nature of Conveyance: Security Agreement, executed on October 27, 1994, is attached. *08*
- 4) Please record a Security Interest in U.S. Trademark Reg. Nos.: 1,727,596 (FAB-WRAP); 1,723,760 (FAB-PAC); 1,648,154 (FAB-LAD); 1,107,840 (CROMA-LOK); 1,085,705 (CROMA-WEAVE); 1,041,227 (CROMA-TWIST); 1,060,653 (CROMA-FLEX); 1,000,880 (AD-THERM); and 991,886 (EIS), as described in Schedule A to the Agreement.

080 LH 03/24/95 1727596
080 LH 03/24/95 1727596

0 481 40.00 CK
0 482 200.00 CK

89191884

REEL 1302 FRAME 377
TRADEMARK

to J B

U.S. Patent and Trademark Office
Assignment Branch
January 26, 1995
Page Two

- 5) Name and address of party to whom correspondence concerning document should be mailed:

B. Brett Heavner, Esq.
Sutherland, Asbill & Brennan
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2404

- 6) Total number of trademark registrations to record Security Interest against: nine.
- 7) Total fee enclosed: \$240.00
- 8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.
- 9) To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

SUTHERLAND, ASBILL & BRENNAN

By: B. Brett Heavner
B. Brett Heavner

Enclosures

10 Total number of pages including cover sheet, attachments, and documents : 7 (plus duplicate cover sheet and check)

TRADEMARK

REEL 1302 FRAME 378

TRADEMARK
REEL: 006747 FRAME: 0031

ASSIGNMENT FOR SECURITY
(Trademarks)

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, ELECTRICAL INSULATION SUPPLIERS, INC., a Georgia corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on Schedule A (the "Trademarks"), and

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, pursuant to that certain Loan and Security Agreement of even date (the "Loan Agreement") among the Assignor, the lenders party thereto from time to time (the "Lenders") and FIRST UNION COMMERCIAL CORPORATION, as agent for the Lenders (the "Agent"), the Lenders have made certain loans to the Assignor and may make additional loans to the Assignor, and

WHEREAS, pursuant to that certain Senior Managers' Amended and Restated Junior Promissory Note dated June 25, 1993, made by Assignor and payable to the order of David M. Bradfield, as amended by that certain First Amendment to Senior Managers' Amended and Restated Junior Promissory Note dated on or about the date hereof, and that certain Senior Managers' Amended and Restated Junior Promissory Note dated June 25, 1993, made by Assignor and payable to the order of Jack E. Craig, as amended by that certain First Amendment to Senior Managers' Amended and Restated Junior Promissory Note dated on or about the date hereof (the "Manager Notes"), Assignor is indebted to Jack E. Craig and David M. Bradfield (the "Senior Managers"), and

WHEREAS, pursuant to the Loan Agreement and as a condition precedent to the extension of the financial accommodations to the Assignor under the Loan Agreement, and as consideration for the indebtedness evidenced by the Manager Notes, the Assignor has agreed to assign to the Agent, for the benefit of the Lenders and the Senior Managers, and to grant to the Agent, for the benefit the Lenders and the Senior Managers, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

- (a) the Trademarks, together with all rights, benefits and privileges derived therefrom, and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and
- (b) all proceeds thereof, including, but not limited to, any claims and demands arising out of any infringement of the Trademarks, including the right to settle disputes concerning such claims and demands,

FILED 1902 1993
TRADEMARK

such lien and security interest, to the extent it secures obligations under the Loan Agreement, for the benefit of the Lenders, and to the extent it secures the Manager Notes, for the benefit of the Senior Managers.

NOW, THEREFORE, in order to induce the Lenders to consummate the financial accommodations to the Assignor provided for in the Loan Agreement, and as consideration for the indebtedness evidenced by the Manager Notes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign to the Agent, for the benefit of the Lenders and the Senior Managers, and grants to the Agent, for the benefit of the Lenders and the Senior Managers, and their respective successors and assigns, a continuing security interest in and a continuing lien on, the entire right, title and interest of Assignor in and to the Trademark Collateral. The Trademark Collateral shall serve as collateral security to the Agent, for the benefit of the Lenders, to the extent it secures the the payment and performance of the Obligations (as such term is defined in the Loan Agreement), and shall constitute a part of the Collateral (as such term is defined in the Loan Agreement), and shall be subject to all of the terms and conditions of the Loan Agreement, which is incorporated herein by reference. The Trademark Collateral shall serve as collateral security to the Agent, for the benefit of the Senior Managers, to the extent it secures the payment and performance of the obligations under the Manager Notes.

Unless and until said lien and security interest is foreclosed upon, the Assignor (i) shall be deemed to remain in exclusive and undisturbed possession of the Trademarks, (ii) shall exclusively retain all rights to license others under the Trademarks, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest granted herein, and (iii) may bring suit for the infringement of the Trademarks and to retain the proceeds of the foregoing. Neither the Agent, either of the Senior Managers or any Lender need be joined as a plaintiff in any such infringement suit; provided, that should it be necessary, in the Agent's sole, reasonable judgment, that the Agent, any one or more Lenders or either Senior Manager be joined as an indispensable party or true party in interest in any such infringement suit, the Agent may, at its option, either

(1) appoint the Assignor its attorney in fact for the purpose of prosecuting such infringement suit on the express condition that the Assignor indemnify and hold the Agent, each Lender and either Senior Manager harmless for any liability incurred by the Agent or such Lender or Senior Manager as a result of such appointment, or

(2) participate actively in the prosecution of such suit.

The Assignor further agrees (i) that while a secured party hereunder, the Agent shall have no obligation or responsibility to protect or defend the Trademark Collateral and the Assignor shall at its own expense protect, defend and maintain the same to the extent reasonably advisable for its business, (ii) to use its best efforts to detect any infringers of the Trademark Collateral, to forthwith advise the Agent in writing of infringements detected, and to protect, defend and maintain the Trademark Collateral against any infringements, and (iii) that if the Assignor fails to

comply with the foregoing clauses (i) and (ii), the Agent may do so in the Assignor's name or in the Agent's name but at the Assignor's expense, and the Assignor hereby agrees to reimburse the Agent for all expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Trademark Collateral owned by the Assignor.

The security interest in the Trademark Collateral granted hereunder shall remain in full force and effect until the termination of the Loan Agreement. At such time the Agent shall, if requested by the Assignor, execute and deliver to the Assignor, or to a third party upon the Assignor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by the Assignor, all as may be necessary to release the Agent's interest in the Trademark Collateral, and all at the cost and expense of the Assignor.

TRADEMARK

REEL 1302 FRAME 381

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of October 27, 1994.

ELECTRICAL INSULATION SUPPLIERS, INC.

By: SR Kendall
Stephen R. Kendall
Chairman

Attest: Robert E. Watts
Robert E. Watts
Secretary

[Corporate Seal]

REEL 1302 FRAME 382
TRADEMARK

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 27th day of October, before me personally came Stephen R. Kendall and Robert E. Watts, to me known, who, being by me duly sworn, did depose and say that they are, respectively, the Chairman and Secretary of Electrical Insulation Suppliers, Inc., the corporation described herein and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that they signed thereto by like order.

Sworn to and subscribed before me
this 27th day of October, 1994

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 7/18/97

SCHEDULE A

Trademarks

RECORDED
PATENT & TRADEMARK OFFICE

JAN 26 95

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FAB-PAC	1,723,760	October 13, 1993
FAB-WRAP	1,727,596	October 27, 1992
FAB-LAD	1,648,154	June 18, 1991
ISOLAM	1,702,505	July 21, 1992
CROMA-LOK	1,107,840	December 5, 1978
CROMA-WEAVE	1,065,705	May 17, 1977
CROMA COTE	1,071,214	August 16, 1977
CROMA-TWIST	1,041,227	June 15, 1976
CROMA-FLEX	1,060,653	March 8, 1977
AD-THERM	1,000,880	January 7, 1975
EIS	991,886	August 27, 1974

REEL 302 FRAME 383
TRADEMARK

EXHIBIT 4

See attached



022-2005-830
03-22-2005
4:39P

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY Property of the GSCCCA

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT
05 MAR 22 PH 4: 39
Kenneth A. Spencer
CLERK SUPERIOR COURT
CARROLL COUNTY, GA

A. NAME & PHONE OF CONTACT AT FILER [optional]
Ann Jones, Paralegal (404) 881-7563

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Alston & Bird LLP
1201 West Peachtree Street
Atlanta, GA 30309-3424

Smith Document

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **022-1994-002639 filed 10/26/94**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME
First Union Commercial Corporation, as Agent

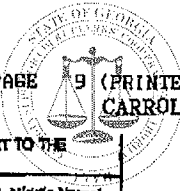
OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
File with Carroll County, GA Superior Court Clerk; Debtor Name: EIS, Inc.

[RECEIVED 08/29 10:32 1997 AT 5
08/29/97 09:01 7770 830 8797]

PAGE 9 (PRINTED PAGE 9)]
CARROLL CO GA ->>> COTT



008

THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE
UNIFORM COMMERCIAL CODE, STATE OF GEORGIA.

1A. Debtor Name and Mailing Address: Individual (Last, First, Middle Name) Business (Legal Business Name)

Electrical Insulation Suppliers, Inc.
1255 Collier Road, N.W.
Atlanta, GA 30318

GSCCCA
022-1997-3463
4.14P
08-28-1997
CARROLL

FILED
GA. CARROLL COUNTY

COURT

27 AUG 28 PM 4:14

CLERK THE SUPERIOR COURT
STATE OF GEORGIA

1B. Enter Social Security/Tax ID # 58-1733130 1C. Check if exempt under Item 6A

2A. Debtor Name and Mailing Address: Individual (Last, First, Middle Name) Business (Legal Business Name)

2B. Enter Social Security/Tax ID # 2C. Check if exempt under Item 6A

3A. Debtor Name and Mailing Address: Individual (Last, First, Middle Name) Business (Legal Business Name)

3B. Enter Social Security/Tax ID # 3C. Check if exempt under Item 6A

4. Secured Party Name and Mailing Address: Individual (Last, First, Middle Name) Business (Legal Business Name)
First Union Commercial Corporation, as Agent
999 Peachtree Street, N.E.
Atlanta, GA 30309

5. Assignee Name and Mailing Address: Individual (Last, First, Middle Name) Business (Legal Business Name)

6A. Exceptions for Social Security/Tax ID#: (1) Pursuant to O.C.G.A. 11-9-402(b), this UCC-3 statement relates to an original financing statement filed to perfect a security interest in collateral already subject to a security interest in another jurisdiction when it was brought into this state or when the debtor's location was changed to this state, or the debtor was not required to have a number; or (2) Pursuant to O.C.G.A. 11-12-102(2)-(3), this statement is a Transitional Filing relating to an original financing statement filed prior to January 1, 1995.

6B. This statement is a transitional filing relating to an original financing statement filed prior to January 1, 1995.

7A. File Number of Original Financing Statement
94-2639

7B. County in which filed
Carroll

7C. Date of Original Filing
10/26/94

8. Type of Statement (Check only one)

- A Continuation. The original Financing Statement between the Debtor and Secured Party bearing the file number shown above is still effective. If collateral consists ONLY of consumer goods defined in O.C.G.A. 11-9-109 and the secured obligation is originally \$5,000 or less, give maturity date (MONTH/DAY/YEAR) or state "None"
- B Release. The Secured Party releases the collateral described in Item 9A below from the Financing Statement bearing the file number shown above.
- C Partial Assignment. Some of the Secured Party's rights under the Financing Statement bearing the file number shown above have been assigned to the assignee above named. A description of the collateral subject to the Assignment is set forth in Item 9A below.
- D Assignment. The Secured party has assigned to the Assignee above named all the Secured Party's rights under the Financing Statement bearing the file number shown above.
- E Amendment. The Financing Statement bearing the file number shown above is amended as set forth in Item 9A below.
- F Termination. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

9A. Description (Required for Release, Assignment or Amendment)

Amendment: The name of the Debtor is changed to:
EIS, Inc.

Amendment: The address of the Secured Party is changed to:
301 South College Street, DC5
Charlotte, NC 28288-0737

9C. Enter collateral code(s) from back of form that best describes covered by this filing:

1300

9B. Products of collateral are also covered.

10. Signature(s) of Debtor(s)

Electrical Insulation Suppliers, Inc.

11. Signature(s) of Secured Party(ies)

First Union Commercial Corporation, as Agent

By:

Robert Smith
Vice President

By:

Jennifer King
Vice President

12. Return Copy To: Name and Address.

ANN T. JONES
ALSTON & BIRD
ONE ATLANTIC CENTER
1201 WEST PEACHTREE STREET N.E.

STATE OF GEORGIA - STATEMENTS OF CONTINUATION,
RELEASE, ASSIGNMENT, AMENDMENT, TERMINATION.

UCC-3 (REVISED 1/1/1995)

FORM MUST BE TYPED.

READ INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM

TRADEMARK

REEL: 006747 FRAME: 0039

EXHIBIT 5

See attached

01-22-1998

Suthe
ATLANTA



100609981

ennan LLP
WASHINGTON

999 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309-3996

TEL: (404) 853-8000
FAX: (404) 853-8806

JOSEPH L. SCIBILIA
DIRECT LINE (404) 853-8332
Internet: jscibilia@sablaw.com

December 30, 1997



Via Federal Express

Honorable Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Box Assignments
2900 Crystal Drive
Arlington, VA 22202-3513
Attn: Assignment Branch

Re: Assignment for Security (Trademarks)
Conveying Party: EIS, Inc.
Receiving Party: First Union Commercial Corporation, as Agent

Gentlemen:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05 (d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of documents against U.S. trademark registrations or pending applications. Please record the enclosed "Assignment for Security (Trademarks)" which effects the assignment for security of certain intellectual property including trademarks as set forth in paragraph 4:

- 1) Conveying Party's name: EIS, Inc. (a Georgia corporation),
1255 Collier Road, Atlanta, Georgia 30318.
- 2) Receiving Party's Name and Address: First Union Commercial Corporation (a North Carolina corporation), 301 South College Street, DC-5, Charlotte, North Carolina 28288-0737
- 3) Nature of Conveyance: Assignment for Security of all right, title and interest in and to, and the good will in respect of, certain trademarks and trademark registrations therefor. Original "Assignment for Security (Trademarks)," dated October 31, 1997, is enclosed.
- 4) Please record the assignment for security of EIS, Inc.'s right, title and interest in and to, and the good will in respect of, the following U.S. trademark registrations:

01/21/1998 TTOM11 00000115 DAN:195029 1723760
01 FC:481 40.00 OP
02 FC:482 4.00 CH 246.00 OP
235537 1

TRADEMARK
REEL: 1676 FRAME: 0671

TRADEMARK
REEL: 006747 FRAME: 0041

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FAB-PAC	1,723,760	October 13, 1993
FAB-WRAP	1,727,596	October 27, 1992
FAB-LAD	1,648,154	June 18, 1991
ISOLAM	1,702,505	July 21, 1992
CROMA-LOK	1,107,840	December 5, 1978
CROMA-WEAVE	1,065,705	May 17, 1977
CROMA COTE	1,071,214	August 16, 1977
CROMA-TWIST	1,041,227	June 15, 1976
CROMA-FLEX	1,060,653	March 8, 1977
AD-THERM	1,000,880	January 7, 1975
EIS	991,886	August 27, 1974

5) Name and address of party to whom correspondence concerning document should be mailed:

Joseph L. Scibilia, Esq.
Sutherland, Asbill & Brennan LLP
999 Peachtree Street, N.E.
Atlanta, Georgia 30309-3996

6) Total number of trademark registrations against which to record Assignment for Security: eleven (11).

7) Total fee enclosed: \$286.

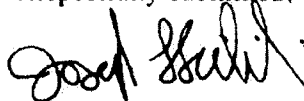
U.S. Patent and Trademark Office

December 30, 1997

Page 3

- 8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.
- 9) To the best of my knowledge and belief, the foregoing information is true and correct, the attached "Assignment for Security (Trademarks)" is an original document, and any attached copy is a true copy of the original document.

Respectfully submitted,



Joseph L. Scibilia

Enclosures

Certificate of Express Mailing 37 C.F.R. 1.10

Federal Express mailing label number 2530732514.

I hereby certify that this paper (together with any required associated fees) is being deposited with Federal Express "Priority Overnight" service under 37 C.F.R. 1.10 on December 30, 1997 and is addressed to Honorable Commissioner of Patents and Trademarks, Box Assignments, 2900 Crystal Drive Arlington, VA 22202-3513, Attn: Assignment Branch Washington D.C. 20231.

Printed Name: VIRGINIA D. L'HERMITE Signature: [Handwritten Signature]

Total number of pages including cover sheet, attachments, and documents: 8 (plus duplicate cover sheet and check)

**ASSIGNMENT FOR SECURITY
(Trademarks)**

STATE OF GEORGIA)
) ss.:
 COUNTY OF FULTON)

WHEREAS, EIS, Inc., a Georgia corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on Schedule A (the "Trademarks"), and

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement of even date (as has been and may be amended, supplemented and restated, the "Loan Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Loan Agreement) among the Assignor, the lenders party thereto from time to time (the "Lenders"), and **FIRST UNION COMMERCIAL CORPORATION**, as agent for the Lenders (the "Agent"), the Lenders have made certain loans to the Assignor and may make additional loans to the Assignor, and

WHEREAS, pursuant to the Loan Agreement and as a condition precedent to the extension of the financial accommodations to the Assignor under the Loan Agreement, the Assignor has agreed to assign to the Agent, for the benefit of the Lenders, and to grant to the Agent, for the benefit the Lenders a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(a) the Trademarks, together with all rights, benefits and privileges derived therefrom, and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

(b) all proceeds thereof, including, but not limited to, any claims and demands arising out of any infringement of the Trademarks, including the right to settle disputes concerning such claims and demands,

such lien and security interest, to the extent it secures obligations under the Loan Agreement, for the benefit of the Lenders.

NOW, THEREFORE, in order to induce the Lenders to consummate the financial accommodations to the Borrower provided for in the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign to the Agent, for the benefit of the Lenders, and grants to the Agent, for the benefit of the Lenders and their respective successors and assigns, a continuing security interest in and a continuing lien on, the entire right, title and interest of Assignor in and to the Trademark Collateral. The Trademark Collateral shall serve as collateral security to the Agent, for the benefit of the Lenders, to the extent it secures the payment and performance of the Obligations, and shall constitute a part of the Collateral, and shall be subject to all of the terms and conditions of the Loan Agreement, which is incorporated herein by reference.

Except upon the occurrence and during the continuance of any Default or Event of Default under the Loan Agreement or under any other agreement with Agent or any Lender securing the Loan Agreement or the Obligations, the Assignor (i) shall be deemed to remain in exclusive and undisturbed possession of the Trademarks, (ii) shall exclusively retain all rights to license others under the Trademarks, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest granted herein, and (iii) may bring suit for the infringement of the Trademarks and to retain all of its rights, title and interest in the proceeds of the foregoing, including the right to settle disputes concerning such claims and demands. Neither the Agent or any Lender need be joined as a plaintiff in any such infringement suit; provided, that should it be necessary, in the Agent's sole, reasonable judgment, that the Agent or any one or more Lenders be joined as an indispensable party or true party in interest in any such infringement suit, the Agent may, at its option, either

(1) appoint the Assignor its attorney in fact for the purpose of prosecuting such infringement suit on the express condition that the Assignor indemnify and hold the Agent and each Lender harmless for any liability incurred by the Agent or such Lender as a result of such appointment, or

(2) participate actively in the prosecution of such suit.

The Assignor further agrees (i) that while a secured party hereunder, the Agent shall have no obligation or responsibility to protect or defend the Trademark Collateral and the Assignor shall at its own expense protect, defend and maintain the same to the extent reasonably advisable for its business, (ii) to use its best efforts to detect any infringers of the Trademark Collateral, to forthwith advise the Agent in writing of infringements detected, and to protect, defend and maintain the Trademark Collateral against any infringements, and (iii) that if the Assignor fails to comply with the foregoing clauses (i) and (ii), the Agent may do so in the Assignor's name or in the Agent's name but at the Assignor's expense, and the Assignor hereby agrees to reimburse the Agent for all expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Trademark Collateral owned by the Assignor.

The security interest in the Trademark Collateral granted hereunder shall remain in full force and effect until the termination of the Loan Agreement. At such time the Agent

shall, if requested by the Assignor, execute and deliver to the Assignor, or to a third party upon the Assignor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by the Assignor, all as may be necessary to release the Agent's interest in the Trademark Collateral, and all at the cost and expense of the Assignor.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of October 31 1997.

EIS, INC.

By: [Signature]
Robert E. Watts
Vice President

Attest: [Signature]
Title: Assistant Secretary

[Corporate Seal]

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 31st day of October, before me personally came Robert E. Watts and Mark T. Pompano, to me known, who, being by me duly sworn, did depose and say that they are, respectively, the Vice President and Asst. Secy of EIS, INC., the corporation described herein and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that they signed thereto by like order.

Sworn to and subscribed before me
this 31st day of October, 1997

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires Aug. 4, 1999

Signature Page - Trademark Assignment
TRADEMARK
REEL: 1676 FRAME: 0677

TRADEMARK
REEL: 006747 FRAME: 0047

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FAB-PAC	1,723,760	October 13, 1993
FAB-WRAP	1,727,596	October 27, 1992
FAB-LAD	1,648,154	June 18, 1991
ISOLAM	1,702,505	July 21, 1992
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CROMA COTE	1,071,214	August 16, 1977
CROMA-TWIST	1,041,227	June 15, 1976
CROMA-FLEX	1,060,653	March 8, 1977
AD-THERM	1,000,880	January 7, 1975
EIS	991,886	August 27, 1974

EXHIBIT 6

See attached

04-16-2007



103395635

4/2-07

Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2008)

APR 12 AM 11:39

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cobra Wire & Cable, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TD Banknorth, N.A.

Internal

Address: _____

Street Address: 55 North York Road

City: Hatboro

State: PA

Country: United States Zip: 19040

Association Citizenship United States

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) March 9, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached.

B. Trademark Registration No.(s)

See attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gilbert J. Golding, Esquire

Internal Address: Curtin & Heefner, LLP

Street Address: 250 N. Pennsylvania Ave

City: Morrisville

State: PA Zip: 19067

Phone Number: 215-736-2521

Fax Number: 215-736-3647

Email Address: gig@curtinheefner.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Brian Holtzman

Signature

4/4/2007

Date

Brian Holtzman, CFO/CIO/Secretary

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

04/13/2007 09:09:00
01 FC:0521
02 FC:0522

TRADEMARK
REEL: 006747 FRAME: 0327
REEL: 006747 FRAME: 0050

Section 4

Serial Number	Registration Number	Word Mark
78674551	3188989	Cobra Wire Battery System Cable
76542825	2992905	Cobra Wire & Cable Boat Cable
76540696	2963644	Cobra Wind Power Cable
76060420	2776100	X-Flex 150
75622927	2321208	X-Flex
75622925	2319007	Cop-Flex 2000
75170300	2142089	Cobra Wire & Cable

393059.1/39626

TRADEMARK
TRADE MARK
REEL: 006747 FRAME: 0051
REEL: 006747 FRAME: 0051

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, made as of the 9th day of March, 2007, by and between **MERIT/FULTON ACQUISITION CO., INC.** ("Debtor"), a corporation organized and existing under the laws of the State of Delaware to be known as Cobra Wire & Cable, Inc., having its chief executive office at 2930 Turnpike Drive, Hatboro, Pennsylvania 19040; and **TD BANKNORTH, N. A.** ("Lender"), a national banking association, having an address at 55 North York Road, Hatboro, Pennsylvania 19040.

1. Grant of Security Interest. For value received and to secure the payment and performance of the Obligations described in Paragraph 3 below, the Debtor hereby pledges and grants to the Lender a continuing security interest in, lien upon, and right of setoff against, the property described below in Paragraph 2 (collectively and severally, the "Collateral"). The security interest granted herein shall stand as general and continuing security for all Obligations and shall not be rendered void by the fact that no Obligations or commitment by the Lender to make advances to the Debtor exists as of any particular date, but rather, shall continue in full force and effect until the payment in full of all the Obligations and the termination of the Lender's commitment to lend under any of the Obligations. All security interests in the Collateral shall be deemed to arise and be perfected under and governed by the Pennsylvania Uniform Commercial Code ("UCC"), except to the extent such law does not apply to certain types of transactions or Collateral, in which case applicable law shall govern. Notwithstanding the foregoing provisions, the pledge and grant of a lien and security interest as provided herein shall not extend to any Excluded Collateral as defined in the Loan Agreement.

All capitalized terms herein which are not otherwise defined shall have the meaning ascribed thereto in Article 9 of the UCC as in effect in the Commonwealth of Pennsylvania from time to time. If the terms defining items or classes of Collateral change or are added as a result of a revision of Article 9 of the UCC enacted and in force at any relevant future time after the date of this Agreement, then the meaning to be ascribed to any such term with respect to any particular item or class of Collateral and the interpretation thereof after the date of such enactment shall be (a) if such term is defined in both versions of Article 9 of the UCC and such definitions differ, the broader or more encompassing of the two definitions, regardless of duplication, and (b) if such term is defined under only one of the versions of Article 9 of the UCC, the definition in that version.

2. Collateral. Collateral shall consist of all of the personal property of Debtor of every kind and nature, wherever located, whether now owned or hereafter acquired, including, without limitation, all Accounts (including without limitation Health-care-insurance receivables), Chattel Paper (including without limitation Tangible Chattel Paper and Electronic Chattel Paper), Commercial Tort Claims (including but not limited to all claims arising from the incident(s) or occurrence(s) identified on Schedule D hereto), Deposit Accounts, Documents, Equipment, General Intangibles (including without limitation licenses, distribution and other agreements, computer software, computer software development rights, leases, franchises, customer lists, quality control procedures, grants and rights, goodwill, trademarks and service marks (including but not limited to the trademarks or servicemarks filed and/or registered with the United States Patent and Trademark Office identified by (i) registration number 3188989, (ii) registration number 2992905, (iii) registration number 2963644, (iv) registration number 2776100, (v) registration number 2321208, (vi) registration number 2319007, and (vii) registration number 2142089), trade names, patents, patent applications, copyrights and income tax refunds), Goods (whether or not commingled), Instruments (including without limitation Promissory Notes), Inventory, Investment Property, Fixtures, Letter of Credit Rights, Letters of Credit, Money, Payment Intangibles, and Supporting Obligations, but shall not include Excluded Collateral as defined in the Loan Agreement.

In addition to the foregoing, the Collateral shall also consist of (i) to the extent not listed above as original Collateral, all Products and Proceeds (Cash and Noncash) of all of the foregoing Collateral and any insurance policies relating thereto; and any recovery in any case under the United States Bankruptcy Code arising out of or involving an avoidable transaction; (ii) all Accessions, parts, accessories, attachments, and appurtenances in any way used with, attached or related to, or installed in, or intended to be so used, attached, related to or installed in, any Equipment or Inventory constituting Collateral hereunder; and (iii) all of the Debtor's present and future Software, files, books, ledgers, records, customer lists, correspondence, bills, invoices, receipts, deeds, instruments, documents, General Intangibles, warranties, bills of sale, manuals of operation, maintenance or repair and all other data and data storage systems and media pertaining to or utilized in connection with any of the foregoing Collateral, whether in the possession of Debtor or any service bureau.

392419.5/39626

TRADEMARK
REEL: 006747 FRAME: 0329
REEL: 006747 FRAME: 0052

3. Obligations. The term "Obligations" has the meaning ascribed to such term in the Loan Agreement, provided, however, that the interests granted in any Collateral hereby shall not secure any Obligation to which the Truth-in-Lending Act and Regulation Z promulgated thereunder apply.

4. Representation and Warranties. The Debtor represents and warrants that:

(a) The Debtor is a corporation organized under the laws of the State of Delaware. The Debtor's mailing address and chief executive office is 2930 Turnpike Drive, Hatboro, Pennsylvania 19040 and its organizational identification number is 4249648.

(b) MERIT/FULTON ACQUISITION CO., INC. is the exact legal name of the Debtor.

(c) All representations and warranties made by the Debtor in any of the Loan Documents (as defined below) are and shall remain true so long as any Obligations are outstanding.

(d) Except as set forth in Schedule A hereto, during the past five years, the Debtor has not changed the location of its chief executive office. Schedule A sets forth the location of all of Debtor's tangible property (including any Inventory, Equipment, books and records) and all fictitious names and trade names that the Debtor has used within the last five years.

(e) Except for any security interest in favor of the Lender and except for Permitted Liens (as defined in the Loan Agreement), the Debtor has rights in or the power to transfer the Collateral and its title to the Collateral is free and clear of all security interests, encumbrances, or liens, except as created herein or as otherwise permitted under any of the Loan Documents, and the Debtor will defend the Collateral against all claims and demands of any persons at any time claiming an interest therein.

(f) No representation, warranty or statement by the Debtor contained herein or in any Loan Document or in any document furnished or to be furnished by the Debtor pursuant hereto contains or at the time of delivery shall contain any untrue statement of material fact, or omits, or shall omit, at the time of delivery, to state a material fact necessary to make it not misleading.

(g) The Debtor has delivered to the Lender all Collateral in which a security interest is or may be perfected by possession, the certificate of title with respect to each motor vehicle, if any, included in the Collateral, and any certificated Investment Property together with such additional writings, including, without limitation, such assignments and stock powers, with respect thereto in each case as requested by the Lender.

(h) Each account, contract right, item of chattel paper, instrument, general intangible or any other right to payment of money is genuine or enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), which terms have not been modified or waived in any material respect or to any material extent (and then only in the ordinary course of business). Moreover, any amount represented by the Debtor to the Lender as owing from any Account Debtor is, to the best of the Debtor's knowledge and belief, the correct amount actually and unconditionally owing by such Account Debtor; and that no Account Debtor has asserted any defense, setoff, claim, or counterclaim against the Debtor that can be asserted against the Lender, whether in any proceeding to enforce the Lender's right in the Collateral or otherwise.

(i) No financing statement (other than Permitted Liens covering any Collateral is on file in any public filing office.

(j) The Investment Property, if any, has been validly issued and is fully paid and nonassessable; and there are no outstanding options, warrants, or other agreements with respect thereto.

(k) Schedule B hereto sets forth the name of each bank (other than the Lender) at which the Debtor maintains deposit accounts and the account numbers for each deposit account. Schedule C hereto sets forth all letters of credit under which the Debtor is named as beneficiary, including the name of the issuing bank and the letter of credit number.

(l) The loans or other financial accommodations included as Obligations secured by this Agreement were obtained solely for business purposes and not for residential, consumer or household purposes.

5. Possession. Debtor shall have possession of the Collateral, except where expressly provided in this Agreement or where Lender chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in the possession of a third party, Debtor will join with the Lender in notifying the third party of the Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of the Lender.

6. Control. Debtor will cooperate with the Lender in obtaining control for the benefit of the Lender with respect to Collateral consisting of: Deposit Accounts, Investment Property, Letter of Credit Rights, and Chattel Paper.

7. Marking of Chattel Paper. Debtor will not create any Chattel Paper without placing a legend on the Chattel Paper acceptable to Lender indicating that Lender has a security interest in the Chattel Paper.

8. Covenants of Debtor. In addition to all other covenants and agreements of the Debtor set forth in any of the Loan Documents, which are incorporated herein by reference thereto, the Debtor hereby covenants and agrees, so long as any Obligation is outstanding, there exists any commitment by Lender to Debtor, and until this Agreement is formally terminated in writing:

(a) To maintain, preserve and protect the Collateral.

(b) Not to use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement, any other agreement with the Lender related hereto or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral.

(c) Except as to any taxes the validity of which is being contested in a manner permitted by the Loan Documents, to pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting the Collateral or the Debtor.

(d) To appear in and defend any action or proceeding that may affect the Lender's interest in the Collateral, as requested by the Lender.

(e) Not to surrender or lose possession of (other than to the Lender), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein, and to keep the Collateral free of all levies and security interests or other liens or charges, except as approved in writing by the Lender; provided that, unless an Event of Default (as defined below) hereunder shall occur, the Debtor may, in the ordinary course of business, sell or lease any Collateral consisting of Inventory, excluding, however, any sale or transfer made in partial or total satisfaction of a debt.

(f) To comply in all material aspects with all laws, regulations, and ordinances relating to the possession, operation, maintenance, and control of the Collateral.

(g) To give such care to the safekeeping of its own property which is customary for similarly sized and situated companies operating the same or similar business in the geographic area of the Borrower.

(h) To account fully for and promptly deliver to the Lender upon request, in the form received, all Documents, Chattel Paper, Instruments, and General Intangibles constituting Collateral hereunder and all proceeds of the Collateral received, all endorsed to the Lender or in blank, as requested by the Lender, and accompanied by such stock powers as appropriate and until so delivered all such Collateral and Proceeds thereof shall be held by the Debtor in trust for the Lender, separate from all other property of the Debtor and identified as the property of the Lender.

(i) To keep separate, accurate, and complete records of the Collateral and to provide the Lender with such records and such other reports and information relating to the Collateral as the Lender may reasonably request from time to time. The Debtor shall keep current stock, costs, and sales records of any Inventory constituting

Collateral, accurately itemizing and describing the types and quantities of Inventory, and the cost and selling price thereof.

(j) If Inventory constitutes Collateral hereunder, that none of the Inventory is, or at any time or times hereafter will be, stored with a bailee, without the prior written consent of the Lender.

(k) To procure, execute and deliver from time to time any endorsements, evidence of ownership, notifications, registrations, assignments, financing statements, certificates of title, copyright mortgages, assignments or mortgages of patents, and any other writing deemed necessary or appropriate by the Lender to perfect, maintain, or protect its security interest in the Collateral hereunder and the priority thereof; and to take such other actions as the Lender may reasonably request to protect the value of the Collateral and of the Lender's security interest in the Collateral, including, without limitation, provision of assurances from third parties regarding the Lender's access to, right to foreclose on or sell, Collateral and the right to realize the practical benefits of such foreclosure or sale.

(l) To reimburse the Lender upon demand for any reasonable costs and expenses (including without limitation attorney's fees and disbursements) that the Lender may incur, whether before or after the entry of a judgment, as a result of any negotiations or proceeding, whether in bankruptcy, appellate, or otherwise, involving any Obligor or any Collateral, while exercising any right, power or remedy provided by this Agreement or by law, all of which costs and expenses are included in the Obligations and whether incurred as a result of the bankruptcy of any Obligor (defined herein to include the Debtor and any other person or entity liable for the payment of all or any part of the Obligations as well as any other person or entity granting the Lender a security interest in property to secure all or any part of the Obligations).

(m) To notify Lender in writing at least 30 days prior to any change in: (i) Debtor's chief place of business and/or residence or the location of the Collateral; (ii) Debtor's name or identity; (iii) Debtor's corporate/organizational structure, (iv) Debtor's organizational identification number, or (v) the jurisdiction in which Debtor is organized. In addition, Debtor shall promptly notify Lender of any claims or alleged claims of any other person or entity to the Collateral or the institution of any litigation, arbitration, governmental investigation or administrative proceedings against or affecting the Collateral. Debtor will keep Collateral at the location(s) previously provided to Lender until such time as Lender provides written advance consent to a change of location. Debtor will bear the cost of preparing and filing any documents necessary to protect Lender's liens.

(n) If any Collateral is at a location which is not owned by the Debtor, or if any of the Collateral is or shall be affixed to any real estate, including any buildings owned or leased by the Debtor or used by the Debtor in the operation of its business, the Debtor shall provide the Lender, if requested by the Lender, with disclaimers and waivers necessary to make the security interest in the Collateral valid against and superior to the rights of the Debtor and other persons holding an interest in such real estate.

(o) If the Lender gives value to enable the Debtor to acquire rights in or the use of any Collateral, to use such value for such purpose.

(p) To keep the Collateral in good condition and repair and not to cause or permit any waste or unusual or unreasonable depreciation of the Collateral.

(q) To exhibit to and allow inspection by the Lender (or persons designated by the Lender) of the Collateral and of the Debtor's books and records (and make copies thereof or extracts therefrom) in accordance with the terms of the Loan Agreement.

(r) To insure the Collateral under insurance policies, with the Lender named as loss payee and additional insured, in form and amounts, with companies, and against risks and liabilities satisfactory to the Lender, and with thirty (30) days' prior notice to the Lender of cancellation of said policies and the Debtor hereby assigns the policies to the Lender, agrees to deliver them to the Lender at its request, and agrees that the Lender may make any claim thereunder, cancel the insurance on default by the Debtor, collect and receive payment and endorse any instrument and payment of loss or return premium or other refund or return, and, unless otherwise provided to the contrary in any other Loan Document, apply such amounts received, at the Lender's election, to replacement of Collateral or to the Obligations.

(s) To notify the Lender if any Collateral arises out of contracts with the United States or any department, agency, or instrumentality thereof, and the Debtor shall execute upon request of the Lender any instruments and take any steps to perfect the assignment of the rights of the Debtor to the Lender as required by the Federal Assignment of Claims Act or any similar act or regulation.

(t) To account fully for and promptly deliver to the Lender, in the form received, any dividend or any other distribution on account of any Investment Property whether in securities or property by way of stock-split, spin-off, split-up or reclassification, combination of shares or the like, or in case of any reorganization, consolidation or merger; provided, however, that until there shall have occurred an Event of Default hereunder, Debtor shall be entitled to retain any cash dividends paid on account of the Investment Property out of retained earnings of the issuer thereof.

(u) Not to merge or consolidate into, or transfer any of the Collateral to any other person or entity without the prior written consent of the Lender.

9. Financing Statements, Power Of Attorney.

(a) On request of Lender, Debtor will execute one or more financing statements in form satisfactory to Lender and will pay all reasonable costs and expenses of filing the same or of filing this Agreement in all public filing offices, where filing is deemed by Lender to be necessary. Lender is authorized to file financing statements relating to Collateral without Debtor's signature where authorized by law.

(b) As long as the Lender has a commitment to lend to the Debtor under the Loan Agreement or any Obligation remains outstanding, Debtor hereby constitutes and appoints Lender the true and lawful attorney of Debtor with full power of substitution to, take any and all appropriate action and to execute any and all documents or instruments that may be necessary or desirable to accomplish the purpose and carry out the terms of this Agreement, including, without limitation, to (i) complete, execute, and deliver any Control Agreement(s) by Lender, Debtor and Third Party(ies) (which for the purposes of this Agreement means any Broker, Securities Intermediary, collateral agent and/or bank which from time to time maintains a securities account, and is acting in such capacity, for Debtor or maintains a deposit account for Debtor with respect to any part of the Collateral) that may be or become required in connection herewith (individually and collectively the "Control Agreement"), and any instructions to Third Party(ies) regarding, among other things, control and disposition of any Collateral which is the subject of such Control Agreement(s); (ii) execute on Debtor's behalf and expense (1) all such security agreements (or amendments to this Agreement) as shall be necessary to evidence the grant to Lender of a security interest in and to all Commercial Tort Claims if, and to the extent, they arise hereafter, and (2) upon the occurrence of and during the continuation of an Event of Default, all pleadings and other documents as Lender may deem necessary or advisable in connection with any Commercial Tort Claim; (iii) upon the occurrence of and during the continuation of an Event of Default, execute on Debtor's behalf and expense all such requests and/or notices to any issuers of or nominated persons with respect to any letters of credit to which any Letter of Credit Rights may relate as Lender shall deem necessary to cause such issuers and/or nominated persons to consent to the assignment of proceeds of all such letters of credit and Letter of Credit Rights and to cause Lender to have "control" (as such term may now or hereafter be defined in the UCC) over such letters of credit and Letter of Credit Rights; and (iv) execute on Debtor's behalf such other documents and notices as Lender may deem advisable to protect the Collateral and its security interests therein. Debtor irrevocably authorizes the filing of a carbon, photographic or other copy of this Agreement, or of a financing statement, as a financing statement and agrees that such filing is sufficient as a financing statement. The foregoing power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations have been paid in full. Neither Lender nor anyone acting on its behalf shall be liable for acts, omissions, errors in judgment, or mistakes in fact in such capacity as attorney-in-fact other than actions involving gross negligence or willful misconduct. Debtor agrees to take such other actions, at Debtor's expense, as might be reasonably requested for the perfection, continuation and assignment, in whole or in part, of the security interests granted herein and to assure Lender's intended priority position. If certificates, passbooks, or other documentation or evidence is/are issued or outstanding as to any of the Collateral, Debtor will cause the security interests of Lender to be properly protected, including perfection by notation thereon or delivery thereof to Lender.

10. Authorized Action by Lender. The Debtor hereby agrees that from time to time, without presentment, notice or demand and without affecting or impairing in any way the rights of the Lender with respect to the Collateral, the obligations of the Debtor hereunder or the Obligations, the Lender may, after the occurrence and during the

continuance of an Event of Default hereunder as to subparagraphs (a), (b), (c), (d), (e), (g), (h), (j), (k), or (l) below, and during the life of this Agreement, whether or not an Event of Default has occurred, as to subparagraphs (f) and (i) below, but shall not be obligated to and shall incur no liability to the Debtor or any third party for the failure to take any action which the Debtor is obligated by the Agreement to do, exercise such rights and powers as the Debtor might exercise with respect to the Collateral, and the Debtor hereby irrevocably appoints the Lender as its true and lawful attorney-in-fact to exercise such rights and powers, including without limitation, to: (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds, and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation, or other agreement pertaining to, or deposit, surrender, accept, hold, or apply other property in exchange for the Collateral; (c) insure, process, and preserve the Collateral; (d) transfer the Collateral to its own or its nominee's name and thereafter receive all dividends and other distributions upon the same and apply any cash dividends and other cash distributions to any Obligations and otherwise acquire all the rights and privileges but none of the duties and responsibilities of ownership of the Collateral; (e) demand, collect, receive and receipt for, compromise or settle, and to take any other action it deems advisable, with respect to the Collateral; (f) inspect the Collateral at any reasonable time or as otherwise provided in any loan agreement with the Lender; (g) pay any amounts the Lender elects to pay or advance hereunder on account of insurance, taxes or other costs, fees or charges arising in connection with the Collateral, either directly to the payee of such cost, fee or charge, directly to the Debtor, or to such payee(s) and the Debtor jointly; (h) notify any Account Debtor, or any buyers or lessees of any of the Collateral or any other persons of the Lender's interest in the Collateral and require such persons to deliver or pay all proceeds of Collateral to the Lender, or its nominee, at such time or times and in such manner and form as the Lender may direct; (i) place or require the Debtor to place on any instrument, document or chattel paper, or upon Debtor's books, records, documents or other data relating to Accounts a notation or legend indicating the Lender's security interest therein; (j) notify post office authorities to change the address for delivery of mail of Debtor to an address designated by the Lender and to receive, open, and dispose of all mail addressed to Debtor; (k) endorse as Debtor's agent any instruments or chattel paper included as part of the Collateral; and (l) if Accounts are part of the Collateral, send requests for verification to Account Debtors or other obligors. The powers authorized herein shall survive the entry of any judgment in favor of the Lender and against the Debtor in regard to all or any part of the Obligations.

11. Commercial Tort Claims. In the event Debtor becomes the plaintiff (or any other claimant) with respect to any Commercial Tort Claim, Debtor shall promptly (but in any event within fifteen (15) days after the same shall come into existence) notify Lender as to the existence of all such Commercial Tort Claims, detailing (a) the parties to the claim, (b) the amount in controversy, (c) the location and caption of all litigation filed with respect to the claim, (d) the status of the claim, and (e) all such other information relating thereto as Lender may reasonably require and is disclosable to Lender under applicable law. Upon the request of Lender, Debtor shall promptly execute all such documents, agreements, instruments and financing statements as shall be reasonably required by Lender to grant to Lender a perfected, first priority security interest in each such Commercial Tort Claim.

12. Letter of Credit Rights. In the event Debtor becomes the beneficiary of any Letter of Credit or Letter of Credit Rights, Debtor shall promptly (but in any event within ten (10) days after the same shall come into existence) notify Lender as to the existence of all such Letters of Credit and Letter of Credit Rights and provide Lender with a copy of all documentation relating thereto (including without limitation the original letter of credit(s) to which any such Letter of Credit Rights relate). Upon the request of Lender, Debtor shall promptly execute all such documents, agreements, instruments and financing statements as shall be required by Lender to grant to and to confirm the grant to Lender of a perfected, first priority security interest in the applicable Letter of Credit Rights. In addition, Debtor will cause all issuers of and/or nominated persons with respect to all Letters of Credit to which any Letter of Credit Rights relate to execute all such documents, agreements and acknowledgments as Lender may require to evidence such issuers' and/or nominated persons' consent to the assignment of the proceeds of such letters of credit and to cause Lender to have "control" (as such term may now or hereafter be defined in the Article 9 of the UCC) of such Letter of Credit Rights.

13. Events of Default. The occurrence of any one or more of the following events shall constitute a Default or Event of Default, as the case may be, hereunder:

(a) Any default or event of default (however denominated) under the Loan Agreement or any other Loan Document or under any Obligation.

(b) The failure of the Debtor to observe or perform any obligation under this Agreement or if any representation, signature, warranty, certificate, opinion, or other information made or deemed made by Debtor to the Lender herein shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date made or deemed made.

14. Remedies. Upon the occurrence of an Event of Default, which has not been waived by Lender, whether or not a judgment has been entered hereunder or in regard to any of the Obligations, the Lender, at its option, and without notice to or demand on any Obligor, and in addition to all rights and remedies available to the Lender under any Loan Document, at law, in equity, or otherwise, shall have the right at any time to enforce Debtor's rights against Account Debtors and obligors and do, at its election, any one or more of the following:

(a) Declare all or part of the Obligations to be due and payable, without notice, protest, presentment or demand, all of which are expressly waived by the Debtor.

(b) Foreclose or otherwise enforce the Lender's security interest in any manner permitted by law, or provided for in this Agreement.

(c) Sell, lease, or otherwise dispose of any Collateral at one or more public or private sales at the Lender's place of business or any other place or places, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms or in such manner as the Lender may determine; and the Lender may purchase all or any part of the Collateral at such sale and in lieu of actual payment of such purchase price, may setoff the amount of such price against the Obligations.

(d) Recover from the Debtor all reasonable costs and expenses, including, without limitation, attorney's fees, incurred or paid by the Lender in exercising any right, power or remedy provided by this Agreement.

(e) Require the Debtor to assemble the Collateral and make it available to the Lender at any place designated by the Lender which is reasonably convenient to both parties.

(f) Peaceably enter any premises where any Collateral is located and take possession thereof with or without prior notice or judicial process of any sort. In this regard, the Lender shall have the right to take possession of any vehicle constituting a part of the Collateral and to take possession, retain and dispose of such vehicle and all property located in or upon it. The Lender shall have no obligation to return any property not constituting Collateral found in any such vehicle unless the Lender actually receives the Debtor's written request therefor specifically describing such property within 72 hours after repossession thereof.

(g) Prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Lender deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, trade name, copyright, patent or technical process used by the Debtor.

(h) Provide to the Debtor ten (10) days' prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Collateral, or any part thereof, is to be made, which notice Debtor hereby agrees shall be deemed reasonable notice thereof.

(i) Vote or consent, and in connection therewith the Debtor grants to the Lender a proxy to vote or to consent, with respect to Investment Property.

(j) Restrict the prospective bidders or purchasers of Investment Property to persons or entities who will represent and agree that they are purchasing for their own account, for investment, and not with a view to distribution or sale of any of the Investment Property; and satisfy the Offeree and Purchaser requirements for a valid, private placement transaction under the Securities Act of 1933, as amended ("Act") or under any similar statute, rule, or regulation. The Debtor agrees that disposition of the Investment Property pursuant to any private sale made as provided above may be at prices and on other terms less favorable than if the Investment Property were sold at public sale, and that the Lender has no obligation to delay the sale of any Investment Property for public sale under the Act. The Debtor agrees that a private sale or sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner. In the event that the Lender elects to sell the Investment

Property, or any part of them, and there is a public market for the Investment Property, in a public sale, the Debtor shall use its best efforts to register and qualify the Investment Property, or applicable part thereof, under all Federal or State Securities Laws required by the proposed terms of sale, and all expenses thereof shall be payable by the Debtor, including but not limited to, all costs of (i) registration or qualification of, under any securities laws or pursuant to any rule or regulation issued pursuant thereto, any Investment Property; and (ii) sale of such Investment Property, including, but not limited to, brokers or underwriters commissions, fees or discounts, accounting and legal fees and disbursements, cost of printing and other expenses of transfer and sale. If any consent, approval or authorization of any state, municipal, or other governmental department, agency, or authority shall be necessary to effectuate any sale or other disposition of Investment Property, or any part thereof, the Debtor will execute such applications and other instruments as may be required in connection with securing any such consent, approval, or authorization, and will otherwise use its best efforts to secure the same.

(k) Upon any sale or other disposition of any of the Collateral pursuant to this Agreement, the Lender shall have the right to deliver, assign, and transfer to the purchaser thereof the Collateral or portion thereof so disposed of or sold. Each purchaser at any such sale or other disposition (including the Lender) shall hold the Collateral free from any claim or right of whatever kind, including any equity or right of redemption of the Debtor and the Debtor specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted. The net proceeds realized by the Lender upon a sale or other disposition of the Collateral, or any part thereof, after deduction of the reasonable expenses of retaking, holding, preparing for sale, selling or the like, and attorneys' fees and other reasonable expenses incurred by the Lender, shall be applied toward satisfaction of the Obligations. The Lender shall account to the Debtor for any surplus realized upon such sale or other disposition and the Debtor shall remain liable for any deficiency. The commencement of any action, legal or equitable, shall not affect the security interest of the Lender in the Collateral until the Obligations or any judgment therefor is paid.

15. Collateral Duties. Lender shall have no custodial or ministerial duties to perform with respect to Collateral pledged except as set forth herein; and by way of explanation and not by way of limitation, Lender shall incur no liability for any of the following: (i) loss or depreciation of Collateral (unless caused by its willful misconduct or gross negligence), (ii) failure to present any paper for payment or protest, to protest or give notice of nonpayment, or any other notice with respect to any paper or Collateral. The Lender shall use reasonable care in the custody and preservation of the Collateral.

16. Cross Collateralization Limitation. As to any other existing or future consumer purpose loan made by Lender to Debtor, within the meaning of the Federal Consumer Credit Protection Act, Lender expressly waives any security interest granted herein in Collateral that Debtor uses as a principal dwelling and household goods.

17. Cumulative Rights. The rights, powers and remedies of the Lender under this Agreement shall be in addition to all rights, powers, and remedies given to the Lender by virtue of any statute or rule of law, the Loan Documents or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing the Lender's security interest in the Collateral.

18. Waiver. Any waiver, forbearance or failure or delay by the Lender in exercising any right, power, or remedy shall not preclude the future exercise thereof, and every right, power or remedy of the Lender shall continue in full force and effect until such right, power or remedy is specifically waived in writing by the Lender. The Debtor waives any right to require the Lender to proceed against any person or to exhaust any Collateral or to pursue any remedy in the Lender's power.

19. Set-Off. The Debtor agrees that the Lender may exercise its rights of set-off with respect to the Obligations in the same manner as if the Obligations were unsecured.

20. Notification of Adverse Events. Upon knowledge thereof, the Debtor shall immediately notify the Lender in writing at the address stated above of any occurrence, event, circumstance or condition which materially and adversely affects or will affect the Debtor's financial or business condition or the Collateral or the value thereof; the Debtor's or the Lender's ability to dispose of the Collateral; or the Lender's rights or remedies in regard thereto, including but not limited to the issuance of levy or any legal process against the Collateral or the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

21. Notices. All notices or other communications given to or made upon any party hereto in connection with this Agreement or any Loan Document shall, except as herein or therein otherwise expressly provided, be in writing and sent by (a) first-class mail, postage prepaid, (b) overnight courier, or (c) hand delivery, addressed to (i) the Lender at the address set forth above or (ii) to the Debtor at the address set forth above, or at such other address as shall be designated in the latest written notice signed by a representative of the Lender or the Debtor and delivered in accordance with the provisions of this Paragraph. All such properly given notices or other communications shall be effective when received.

22. Expenses and Future Advances. The Obligations secured hereby include all reasonable expenses incurred or advances made by the Lender, whether obligatory or optional, whether before or after the entry of a judgment, as a result of any negotiations or proceeding, whether in bankruptcy, appellate, or otherwise, involving any Obligor or any Collateral, to perfect, protect and maintain continuously perfected the Lender's security interest, and the priority thereof, in the Collateral, or to preserve, process, develop, maintain, protect, care for or insure any Collateral, or in the taking, holding, preparing for sale, lease or other disposition, selling, leasing or otherwise disposing of the Collateral, or in regard to any other action taken by the Lender to enforce or exercise its rights or remedies under this Agreement, including without limitation reasonable attorneys' fees, filing fees, documentary recordation taxes, appraisal charges, storage costs, and any costs of compliance with any request or directive of, or any agreement with, any agency or authority (environmental or otherwise) in connection with the Obligations or the Collateral. If the Lender advances any sums for such purposes, the Debtor shall reimburse the Lender therefor upon demand, and such advance(s) shall bear interest at the highest rate per annum then payable on any of the Obligations from the date(s) of such advance(s) and both the amount of such advance(s) and such interest shall constitute part of the Obligations secured hereby.

23. Legal Effect. All rights of the Lender under this Agreement shall inure to the benefit of its successors and assigns, and all obligations of the Debtor shall bind its heirs, executors, administrators, successors, and assigns.

24. Construction. Whenever used in this Agreement, unless the context clearly indicates a contrary intent:

(a) "Debtor" shall mean individually and collectively each person (whether individual, corporation, partnership or unincorporated association) who executes this Agreement, and any subsequent owner of the Collateral, and its or their respective heirs, executors, administrators, successors and assigns. In the case of a partnership, "Debtor" shall include all general partners of such partnership, individually and collectively, whether or not such partners sign below.

(b) "Default" means any of the events specified in Paragraph 13 above, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

(c) "Environmental Laws" shall mean any and all applicable federal, state and local environmental laws, rules and regulations, whether now existing or hereafter enacted, together with all amendments and modifications thereof.

(d) "Event of Default" means any of the events specified in Paragraph 13 above, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

(e) "Hazardous Materials" shall mean any contaminants, hazardous substances, regulated substances, or hazardous wastes that may be the subject of liability pursuant to any Environmental Law.

(f) "Lender" shall mean TD BANKNORTH, N. A. and its successors and assigns.

(g) "Loan Agreement" shall mean a Loan Agreement dated on or about the date hereof by and between the Debtor and the Lender.

(h) "Loan Documents" shall mean this Agreement, the Loan Agreement, any notes, applications, agreements, or other documents evidencing or securing the Obligations, or any portion thereof.

(i) "Obligor" shall mean individually and collectively the Debtor and any other person or entity liable for the payment of all or any part of the Obligations as well as any other person or entity granting the Lender a security interest or lien in property to secure all or any part of the Obligations.

- (j) The use of any gender shall include all genders.
- (k) The singular shall include the plural, and the plural shall include the singular.

(l) If the Debtor is more than one person, all agreements, conditions, covenants and provisions of this Agreement shall be the joint and several undertakings of each of them and shall bind each of them as fully as though each of them were named specifically herein wherever "Debtor" is used, and in respect to any partnership executing this Agreement, each general partner shall be bound hereby both in such general partner's individual and partnership capacities.

25. Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to choice of law rules.

26. Waiver of Jury Trial and Certain Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO BY EXECUTION HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO ("DISPUTE"). THE DEBTOR REPRESENTS AND WARRANTS THAT NO REPRESENTATIVE OR AGENT OF THE LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WILL NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS JURY TRIAL WAIVER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO, RELY UPON, OR ACCEPT THIS AGREEMENT.

THE PARTIES HERETO AGREE THAT THEY SHALL NOT HAVE A REMEDY OF PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER IN ANY DISPUTE AND HEREBY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY HAVE NOW OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE WHETHER THE DISPUTE IS RESOLVED BY ARBITRATION OR JUDICIALLY.

27. Venue and Exclusive Jurisdiction. The Debtor hereby consents to the exclusive jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania, and the United States District Court for the Eastern District of Pennsylvania in any legal proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement, or any relationship evidenced hereby, including the collection and enforcement hereof. The Debtor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such Court and waives any objection that the Debtor may have based upon lack of personal jurisdiction or improper venue. The Debtor waives personal service of the summons, complaint and any other process issued in any such action or suit and agrees that service of such summons, complaint, and any other process may be made by U. S. registered or certified mail, postage prepaid, addressed at the addresses set forth above and that service so made shall be deemed completed upon the providing of such notice. Nothing in this Agreement shall be deemed or operate to affect the rights of the Lender to serve legal process or to bring any action permitted by law against any Obligor or involving any Collateral in the appropriate court of any other appropriate jurisdiction or forum.

28. Amendment. This Agreement may not be amended or modified except by writing signed by each of the parties hereto.

29. Environmental Covenants.

(a) To the best of its knowledge, after due inquiry, Debtor represents and covenants that no property owned or leased by Debtor or any subsidiary thereof is in violation of any Environmental Laws, no Hazardous Materials are present on said property and neither Debtor nor any subsidiary of Debtor has been identified in any litigation, administrative proceedings or investigation as a responsible person for any liability under any Environmental Laws.

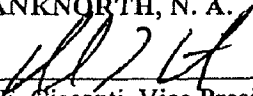
(b) Debtor shall not use, generate, treat, store, dispose of or otherwise introduce, or permit any subsidiary to use, generate, treat, store, dispose of or otherwise introduce, any Hazardous Materials into or on any property owned or leased by Debtor, and will not, and will not permit any subsidiary to, cause, suffer, allow or permit anyone else to do so, except in an environmentally safe manner through methods that have been approved by and meet all of the standards of any applicable federal, state, or local agency with authority to enforce Environmental Laws. Debtor agrees to indemnify, reimburse, defend and hold harmless Lender, its directors, officers, agents and employees (collectively and severally, the "Indemnified Parties") for, from and against all demands, liabilities, damages, costs, claims, suits, actions, legal or administrative proceedings, interest, losses, and expenses, including all reasonable attorney's fees asserted against, imposed on or incurred by any of the Indemnified Parties, directly or indirectly, pursuant to or in connection with the application of any Environmental Law, to acts or omissions occurring at any time on or in connection with any property owned or leased by Debtor or any subsidiary of Debtor or any business conducted thereon, or incurred directly or indirectly in enforcing this indemnity. This indemnification shall survive the payment of the Obligations.

30. **Entire Agreement; Severability.** This Agreement is an addition to, and not in derogation of, any other Security Agreement of the Debtor heretofore executed and delivered to the Lender. This Agreement and any prior Security Agreement shall be construed as one agreement, and in the event of inconsistency, the terms of this Agreement shall control the terms of any prior Security Agreement. If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto caused this Agreement to be duly executed and sealed as of the day and year first above written.

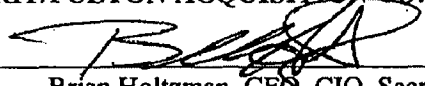
"LENDER"

TD BANKNORTH, N. A.

By: 
David F. Ciccanti, Vice President

"DEBTOR"

MERIT/FULTON ACQUISITION CO., INC.

By:  (SEAL)
Brian Holtzman, CFS, CIO, Secretary

SCHEDULE A

Locations:

A. Current Chief Executive Office:

2930 Turnpike Drive
P.O. Box 790
Hatboro, PA 19040

B. Other Locations of operation:

3701 East Plano Pkwy
Suite 400
Plano, TX 75074

994 Greg Street
Sparks, NV 89431

Douglas Battery
2995 Starlight Drive
Winston Salem, NC 27107

Solar Pals
25 Deer Leap Road
Rodeo, NM 88056

TriStar Technology
9 Mahogany Field Circle
Unit # 17, Springfield Park
Durban 2034 South Africa

Storm Copper Components
240 Industrial Drive
Decatur, TN 37322

M&M Qualtech
Parkmore Business Park West
Ballybrit
Galway Ireland

C. Prior Locations of operation or Chief Executive Office during the past five years:

None.

Tradenames:

Cobra Wire & Cable, Inc.

SCHEDULE B

Institution
TD Banknorth
TD Banknorth
TD Banknorth

Deposit Account #
4241234676
4241234684
4241234692

SCHEDULE C

Letter of Credit No.

Name of Issuer

None

**SCHEDULE D
Commercial Tort Claims**

None

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**RECORDED: 04/12/2007
RECORDED: 09/17/2019**

**TRADEMARK
TRADEMARK
REEL: 003527 FRAME: 0343
REEL: 006747 FRAME: 0066**