

01-02-2003

1-203

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

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

## 1. Name of conveying party(ies):

Essex Electric Inc.

1-2-03

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Trademark Mortgage

Execution Date: 12/11/2002

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

Name: Foothill Capital Corporation,  
as Agent

Internal

Address: \_\_\_\_\_

Street Address: 2450 Colorado Ave., Suite 3000 West

City: Santa Monica State: CA Zip: 90404

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State California  
☐ Other \_\_\_\_\_

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)  
 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) \_\_\_\_\_

See Attached Schedule A

Additional number(s) attached ☒ Yes ☐ No

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

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

RETURN TO:

FEDERAL RESEARCH CORP

1030 1ST STREET NW

SUITE 021

Street Address:

WASHINGTON DC 20004

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## 6. Total number of applications and registrations involved: \_\_\_\_\_

17

## 7. Total fee (37 CFR 3.41) \$ 465.00

- ☐ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

01/03/2003 DBTRME 00000047 2023734

DO NOT USE THIS SPACE

## 9. Signature.

40.00 OP  
425.00 OP

Elizabeth M. Jensen

Name of Person Signing

Signature

12/31/2002

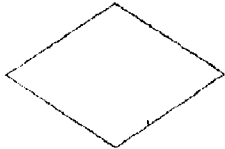



Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 002641 FRAME: 0719

**Schedule A  
To  
Essex Electric Inc. Trademark Mortgage**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration</u>	<u>Expiration</u>
A-Z	US	2,023,734	12/17/06
DIAMOND	US	676,255	03/31/09
Diamond Figure Design 	US	613,831	10/11/05
EXCEL & xl Design 	US	780,919	12/01/04
EXCELENE (stylized) <b>Ex Celene</b>	US	1,032,113	02/03/06
E-Z-C	US	1,305,793	11/20/04
EZC EXTRA	US	1,480,522	03/15/08
HANDIWIRE	US	1,342,096	06/18/05
MAGWIRE	US	861,613	12/10/08
PARAFLEX (stylized) <b>PARAFLEX</b>	US	586,117	02/23/04
PARANITE	US	1,548,127	07/18/09
QUAD-RATED	US	908,468	02/23/11
ROYAL	US	837,470	10/24/07
ROYAL and Design 	US	1,931,948	10/31/05
ROYAL ELECTRIC and Design 	US	1,824,265	03/01/04 cancelled
TRIANGLE and Design	US	1,484,145	04/12/08

# TRIANGLE

TRIEX  
ULTIMA  
DIAMOND  
ROYAL

US	2,023,733	12/17/06
US	1,865,679	12/06/04
CANADA	TMA 192,723	07/13/03
CANADA	TMA 480,297	08/13/12



Not Registered

## TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 11th day of December, 2002, is by and between Essex Electric Inc., a Delaware corporation ("Essex") and Foothill Capital Corporation, a California corporation ("Agent"), as administrative agent for the Lenders (as defined below).

### W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Essex, Alpine Holdco Inc., a Delaware corporation ("Parent"), DNE Technologies, Inc., a Delaware corporation ("Technologies"), and DNE Manufacturing and Service Company ("Manufacturing"; Essex, Parent, Technologies and Manufacturing are referred to hereinafter each individually as a "Borrower" and individually and collectively, and jointly and severally, as the "Borrowers"), certain credit parties from time to time party thereto, the lenders from time to time party thereto ("Lenders") and Agent, as a lender, the arranger and as administrative agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have agreed to make certain loans to Borrowers and to extend certain other financial accommodations to or for the benefit of Borrowers;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Essex and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Essex hereby grants to Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Essex's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" applications until a verified statement of use has been filed with respect to such applications), including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without

limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Essex's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Essex represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Essex. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, Essex shall obtain any new federally registered Trademarks, Essex shall give Agent prompt written notice thereof. Essex hereby agrees that, upon Agent's written request, Essex will execute and deliver to Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Essex.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Essex, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Essex acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

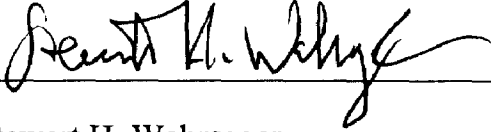
6. Binding Effect; Benefits. This Mortgage shall be binding upon Essex and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE GEORGIA UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF GEORGIA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID

UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.


**ESSEX ELECTRIC INC.**

By 

Name: Stewart H. Wahrsager  
Title: Secretary

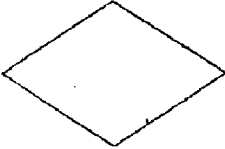



Accepted and Agreed to  
as of the date first written above:

**FOOTHILL CAPITAL CORPORATION, as agent**

By: 

Name: Ronald J. Banks  
Title: Vice President

**Schedule A  
To  
Essex Electric Inc. Trademark Mortgage**

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