

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Wright Line LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Co.
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: Nov 30, 2004

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, as agent

Internal Address: _____

Street Address: 333 S. Grand

City: Los Angeles State: CA Zip: 90071

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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) _____

Additional number(s) attached Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

232428

DO NOT USE THIS SPACE

9. Signature.

Laura Konrath
Name of Person Signing


Signature

2/28/05
Date

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

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

CH \$115.00 232428 76428539

Continuation
Item 4

SCHEDULE 1

to

Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Grantor	Mark	Country	Trademark Registration Number	Date of Registration
Wright Line LLC	LINX	United States	1,993,431	8/13/1996
Wright Line LLC	OPTIMEDIA	United States	1,006,342	3/11/1975 Renewed: 3/11/1995
Wright Line LLC	TRI-CODE	United States	1,497,722	7/26/1988

TRADEMARK APPLICATIONS

Grantor	Mark	Trademark Application Number	Filing Date
Wright Line LLC	PROFILE	76/428,539	7/9/2002

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

WHEREAS, Wright Line LLC, a Delaware limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of November 30, 2004 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, Wright Line Holding, Inc., a Delaware corporation, Wright Line Purchaser LLC, a Delaware limited liability company, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Wells Fargo Bank, as administrative agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of November 30, 2004 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Wells Fargo Bank, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its Secured Obligations (as defined in the Collateral Agreement), a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter arising or acquired:

(i) each United States Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so

long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral; provided, however, that Grantor may license the Trademark Collateral in the ordinary course of business.

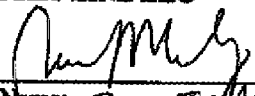
The foregoing security interest shall terminate upon termination of the Collateral Agreement and full and final payment of the Secured Obligations (as defined therein). Upon termination of this Agreement, at the sole expense of the Grantor and at the Grantor's request, the Grantee shall take such actions as may reasonably be necessary to release the Grantee's security interest in the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30 day of November, 2004.

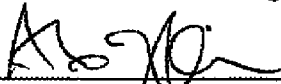
WRIGHT LINE LLC

By: 
Name: Dennis J. Mahony
Title: Vice President, General

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED:

WELLS FARGO BANK, as Agent

By: 
Name: Alex Y. Kim
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

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