

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wright Line LLC		06/02/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Toronto Dominion (Texas) LLC, as Administrative Agent		
<b>Street Address:</b>	31 West 52nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1006342	OPTIMEDIA	
Registration Number:	1497722	TRI-CODE	
Registration Number:	1993431	LINX	
Registration Number:	2901111	PROFILE	
Registration Number:	3152586	WRIGHT LINE	
Serial Number:	76678115	COMPASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172390310		
<b>Email:</b>	jdavis@eapdlaw.com		
<b>Correspondent Name:</b>	Jessica Davis		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		

CH \$165.00 1006342

ATTORNEY DOCKET NUMBER:	303542.0002
NAME OF SUBMITTER:	Jessica Davis
Signature:	/Jessica Davis/
Date:	06/04/2008
Total Attachments: 5 source=Trademark Agmt#page1.tif source=Trademark Agmt#page2.tif source=Trademark Agmt#page3.tif source=Trademark Agmt#page4.tif source=Trademark Agmt#page5.tif	

**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 I annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of June 2, 2008 (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 lenders from time to time party thereto, and Toronto Dominion (Texas) LLC, as administrative agent ("Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of June 2, 2008 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent, as administrative agent for the secured parties referred to therein, Grantor has granted to Agent 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 Agent, 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 I 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 I hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent of Agent, 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 Agent'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 Agent shall take such actions as may reasonably be necessary to release the Agent's security interest in the Trademark Collateral.

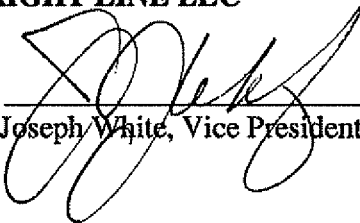
The foregoing security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 2<sup>nd</sup> day of June, 2008.

GRANTOR:

**WRIGHT LINE LLC**

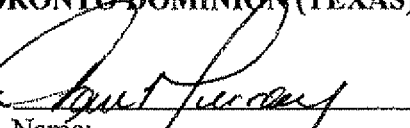
By:  \_\_\_\_\_  
Joseph White, Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 003789 FRAME: 0498**

**ACKNOWLEDGED:**

**TORONTO DOMINION (TEXAS) LLC, as Administrative Agent**

By: 

Name: IAN MURRAY  
Title: AUTHORIZED SIGNATORY

**SCHEDULE I**

**to**

**Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

**Issued US Trademark Registrations**

<b>Loan Party</b>	<b>Mark</b>	<b>Trademark Registration Number</b>	<b>Registration Date</b>
Wright Line LLC	OPTIMEDIA	1,006,342	March 11, 1975
Wright Line LLC	TRI-CODE	1,497,722	July 26, 1988
Wright Line LLC	LINX	1,993,431	August 13, 1996
Wright Line LLC	PROFILE	2,901,111	November 9, 2004
Wright Line LLC	WRIGHT LINE	3,152,586	October 10, 2006

**Pending US Trademark Registrations**

<b>Loan Party</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Registration Date</b>
Wright Line LLC	COMPASS	76/678,115	June 12, 2007