

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electrical Components International, Inc.		03/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
Internal Address:	6th Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1691163	WIREKRAFT
Registration Number:	1713207	BURCLIFF INDUSTRIES
Registration Number:	3407344	E ECI

CORRESPONDENCE DATA	
Fax Number:	3129939767
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-993-2622
Email:	gayle.grocke@lw.com
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1:	233 S. Wacker Drive
Address Line 2:	Suite 5800
Address Line 4:	Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0675
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CH \$90.00 1691163

NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	03/29/2013
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 28, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark [Patent] Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or

to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b)all renewals and extensions of the foregoing;

(c)all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d)all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

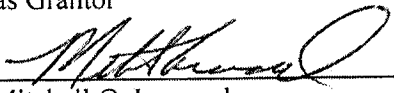
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

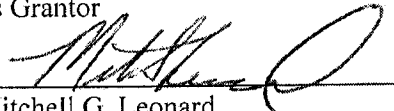
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ELECTRICAL COMPONENTS
INTERNATIONAL, INC.
as Grantor

By: 
Name: Mitchell G. Leonard
Title: Chief Financial Officer and Secretary

NOMA O.P., INC.
as Grantor

By: 
Name: Mitchell G. Leonard
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004994 FRAME: 0323

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Joseph Tunney
Name: Joseph Tunney
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004994 FRAME: 0324

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademarks and Trademark Applications

<u>Borrower/Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Application/ Registration No.</u>	<u>Issue Date</u>
Electrical Components International, Inc. ¹	Wirekraft	USA	1,691,163	06/09/1992
Electrical Components International, Inc. ²	Burcliff Industries	USA	1,713,207	09/08/1992
Electrical Components International, Inc. ³	E ECI & Design	USA	3407344	04/01/2008
Noma O.P., Inc.	Noma	USA	1789127	08/24/1993
Noma O.P., Inc.	Noma	USA	1418887	12/02/1986
Noma O.P., Inc.	Noma	USA	1220515	12/21/1982
Noma O.P., Inc.	Noma-Patio	USA	1218037	11/30/1982

Trademarks Licenses

1. Original U.S. Trademark License Agreement, dated as of August 13, 1997, by and among Noma O.P., Inc., as licensor and Michael A. Sugar, as licensee.
2. Trademark license agreement with ECM Holding Company, as licensee, and Whirlpool, as Licensor.

¹ Record owner is Wirekraft Industries, L.L.C., which assigned its rights to Wire Harness Contractors, Inc., which merged into Electrical Components International, Inc. in December 2006.

² Record owner is Wirekraft Industries, L.L.C., which assigned its rights to Wire Harness Contractors, Inc., which merged into Electrical Components International, Inc. in December 2006.

³ Record owner is Electrical Components International Holdings Company, which changed its name to Electrical Components International, Inc. in September 2006.