

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																								
CONVEYING PARTY DATA																									
<table><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Magnetek, Inc.</td><td>09/30/2005</td></tr><tr><td>Magnetek Ads Power, Inc.</td><td>09/30/2005</td></tr><tr><td>Magnetek Mondel Holding, Inc.</td><td>09/30/2005</td></tr><tr><td>Magnetek National Electric Coil, Inc.</td><td>09/30/2005</td></tr><tr><td>Magnetek Alternative Energy, Inc.</td><td>09/30/2005</td></tr><tr><td>Mondel ULC</td><td>09/30/2005</td></tr></table>		Name	Execution Date	Magnetek, Inc.	09/30/2005	Magnetek Ads Power, Inc.	09/30/2005	Magnetek Mondel Holding, Inc.	09/30/2005	Magnetek National Electric Coil, Inc.	09/30/2005	Magnetek Alternative Energy, Inc.	09/30/2005	Mondel ULC	09/30/2005										
Name	Execution Date																								
Magnetek, Inc.	09/30/2005																								
Magnetek Ads Power, Inc.	09/30/2005																								
Magnetek Mondel Holding, Inc.	09/30/2005																								
Magnetek National Electric Coil, Inc.	09/30/2005																								
Magnetek Alternative Energy, Inc.	09/30/2005																								
Mondel ULC	09/30/2005																								
RECEIVING PARTY DATA																									
<table><tr><td>Name:</td><td>Ableco Finance LLC</td></tr><tr><td>Street Address:</td><td>299 Park Avenue, 22nd Floor</td></tr><tr><td>City:</td><td>New York</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10171</td></tr></table>		Name:	Ableco Finance LLC	Street Address:	299 Park Avenue, 22nd Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10171														
Name:	Ableco Finance LLC																								
Street Address:	299 Park Avenue, 22nd Floor																								
City:	New York																								
State/Country:	NEW YORK																								
Postal Code:	10171																								
PROPERTY NUMBERS Total: 28																									
<table><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>6175503</td></tr><tr><td>Patent Number:</td><td>6075698</td></tr><tr><td>Patent Number:</td><td>6238029</td></tr><tr><td>Patent Number:</td><td>5141183</td></tr><tr><td>Patent Number:</td><td>5420780</td></tr><tr><td>Patent Number:</td><td>6588713</td></tr><tr><td>Patent Number:</td><td>6653804</td></tr><tr><td>Patent Number:</td><td>6598859</td></tr><tr><td>Patent Number:</td><td>6244544</td></tr><tr><td>Patent Number:</td><td>5192905</td></tr><tr><td>Patent Number:</td><td>5254932</td></tr></table>		Property Type	Number	Patent Number:	6175503	Patent Number:	6075698	Patent Number:	6238029	Patent Number:	5141183	Patent Number:	5420780	Patent Number:	6588713	Patent Number:	6653804	Patent Number:	6598859	Patent Number:	6244544	Patent Number:	5192905	Patent Number:	5254932
Property Type	Number																								
Patent Number:	6175503																								
Patent Number:	6075698																								
Patent Number:	6238029																								
Patent Number:	5141183																								
Patent Number:	5420780																								
Patent Number:	6588713																								
Patent Number:	6653804																								
Patent Number:	6598859																								
Patent Number:	6244544																								
Patent Number:	5192905																								
Patent Number:	5254932																								

OP \$1120.00 6175503

500053675

PATENT  
REEL: 016621 FRAME: 0221

Patent Number:	5825639
Patent Number:	4716348
Patent Number:	5932995
Patent Number:	4599552
Patent Number:	4810175
Patent Number:	5204595
Patent Number:	5729450
Patent Number:	4872127
Patent Number:	5623219
Patent Number:	6152273
Patent Number:	5177408
Patent Number:	5051685
Patent Number:	D418810
Application Number:	10643161
Application Number:	11004644
Application Number:	10458793
Application Number:	10206376

#### CORRESPONDENCE DATA

Fax Number: (213)996-3339  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2136836339  
 Email: claudiaimmerzeel@paulhastings.com  
 Correspondent Name: Paul Hastings Janofsky & Walker LLP  
 Address Line 1: 515 South Flower Street, 25th Floor  
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45140.00096
NAME OF SUBMITTER:	Claudia R Immerzeel

Total Attachments: 13  
 source=MagnetekPatents#page1.tif  
 source=MagnetekPatents#page2.tif  
 source=MagnetekPatents#page3.tif  
 source=MagnetekPatents#page4.tif  
 source=MagnetekPatents#page5.tif  
 source=MagnetekPatents#page6.tif  
 source=MagnetekPatents#page7.tif  
 source=MagnetekPatents#page8.tif  
 source=MagnetekPatents#page9.tif  
 source=MagnetekPatents#page10.tif

**PATENT**  
**REEL: 016621 FRAME: 0222**

source=MagnetekPatents#page11.tif  
source=MagnetekPatents#page12.tif  
source=MagnetekPatents#page13.tif

**PATENT**  
**REEL: 016621 FRAME: 0223**

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 30th day of September, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, in its capacity as collateral agent for the Lender Group (together with its successors and assigns in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement") among MAGNETEK, INC., a Delaware corporation, as borrower ("Borrower"), each subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto, as guarantors (each a "Guarantor" and individually and collectively and jointly and severally, the "Guarantors"), the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Security Agreement, dated as of September 30, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
  - (a) all of its Patents and rights in and to Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations-in-part, substitutes, or extensions or renewals of, and improvements on, the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any

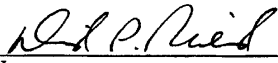
restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

MAGNETEK, INC.,  
a Delaware corporation

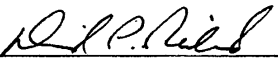
By:   
Name:  
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

S-1

PATENT  
REEL: 016621 FRAME: 0227

**MAGNETEK ADS POWER, INC.,**  
a Delaware corporation

By:   
Name:  
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

S-2

**PATENT**  
**REEL: 016621 FRAME: 0228**



MAGNETEK MONDEL HOLDING, INC.,  
a Delaware corporation

By: *W.P. Riel*  
Name:  
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

S-3

PATENT  
REEL: 016621 FRAME: 0229

**MAGNETEK NATIONAL ELECTRIC COIL, INC.,**  
a Delaware corporation

By: *D. P. Reed*  
Name:  
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

S-4

**PATENT**  
**REEL: 016621 FRAME: 0230**

MAGNETEK ALTERNATIVE ENERGY, INC.,  
a Delaware corporation

By: *D. P. Niel*  
Name:  
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

S-5

PATENT  
REEL: 016621 FRAME: 0231

**MONDEL ULC,**  
a Nova Scotia unlimited liability company

By: *D. P. Piel*  
Name:  
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

S-6

**PATENT**  
**REEL: 016621 FRAME: 0232**

**ACCEPTED AND ACKNOWLEDGED BY:**

**ABLECO FINANCE LLC,**  
a Delaware limited liability company,  
as Agent

By: 

Name:

Kevin Genda

Title:

SVP

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

S-7

**PATENT**  
**REEL: 016621 FRAME: 0233**

# SCHEDULE I

## U.S. UTILITY PATENTS

Patent Title	Patent No.	Issue Date	Owner
Interconnection System for Rack Mounted Rectifier	6,175,503	1/16/2001	Magnetek, Inc.
Removable Fan for Rack Mounted Rectifiers	6,075,698	6/13/2000	Magnetek, Inc.
Universal Electronics Cabinet	6,238,029	5/29/2001	Magnetek, Inc.
Apparatus and Method for Determining One or More Operating Characteristics of a Rail-Mounted Vehicle	5,141,183	8/25/1992	Magnetek, Inc.
Apparatus for Limiting Inrush Current	5,420,780	5/30/1995	Magnetek, Inc.
Anchor Assembly for Electrified Conductor Bar	6,588,713	7/8/2003	Magnetek, Inc.
Method and Apparatus for Controlling a Bucket Hoist Using a Flux Vector A/C Drive	6,653,804	11/25/2003	Magnetek, Inc.
System and Method for Synchronizing Multiple Hoist Motors	6,598,859	7/29/2003	Magnetek, Inc.
Method and Apparatus for Holding a Capacitor without Separable Fasteners	6,244,544	6/12/2001	Magnetek, Inc.
Charging Voltage Control and Current Limit For Battery Chargers	5,192,905	3/9/1993	Magnetek, Inc.
Charging Voltage Control Circuit for Battery Chargers	5,254,932	10/19/1993	Magnetek, Inc.
DC Bus Capacitor Arrangement	5,825,639	10/20/1998	Magnetek, Inc.
DC Motor Adaptive Controller	4,716,348	12/29/1987	Magnetek, Inc.
Dual Buck Converter with Coupled Inductors	5,932,995	8/3/1999	Magnetek, Inc.
Generator Voltage Regulator	4,599,552	7/8/1986	Magnetek, Inc.
Hermetic Motor Bearing Assembly	4,810,175	3/7/1989	Magnetek, Inc.
Method and Apparatus for Controlling a Walking Beam Pump	5,204,595	4/20/1993	Magnetek, Inc.
Power Converter with Ripple Current and Bulk Filtering Supplied by High Current...	5,729,450	3/17/1998	Magnetek, Inc.
Ripple Rejection Filter	4,872,127	10/3/1989	Magnetek, Inc.
Three-Phase PWM w/o Synchronized Third Harmonic Injection	5,623,219	4/22/1997	Magnetek, Inc.
Universal Arm and Mounting Block for a Current Collector	6,152,273	11/28/2000	Magnetek, Inc.
Startup Circuit for Electronic Ballasts for Instant-Start Lamps	5,177,408	1/5/1993	Magnetek, Inc.
Wave Form Corrector	5,051,685	9/24/1991	Magnetek, Inc.

PATENT

REEL: 016621 FRAME: 0234

# U.S. DESIGN PATENT

Patent Title	Patent No.	Issue Date	Owner
Front Panel for a Rack Mounted Rectifier	D418,810	1/11/2000	Magnetek, Inc.

# U.S. UTILITY PATENT APPLICATIONS

Patent Application Title	Application No.	Filing Date	Owner
Method of Controlling an Overhead Bridge Crane Utilizing a Hydraulic Foot Pedal Operated Brake and a Variable Frequency Flux Vector Drive	10/643,161	8/18/2003	Magnetek, Inc.
Modular Power Conversion Assembly	11/004,644	12/3/2004	Magnetek, Inc.
Multiple Hoist Synchronization Apparatus and Method	10/458,793	6/10/2003	Magnetek, Inc.
Snap-In Assembly for Multiple High Current Conductive Lines	10/206,376	7/26/2002	Magnetek, Inc.

# FOREIGN PATENTS

## CANADA

Patent Title	Patent No.	Issue Date	Owner
Digital Phase Synchronizer	1,278,383	12/27/1990	Magnetek, Inc.

# FOREIGN PATENT APPLICATIONS

## CANADA

Patent Application Title	Application No.	Filing Date	Owner
Snap-In Assembly For Multiple High Current Conductive Lines	2,424,780	7/31/2002	Magnetek, Inc.
Anchor Assembly For Electrified Conductor Bar	2,428,203	7/31/2002	Magnetek, Inc.

## EUROPE

Patent Application Title	Application No.	Filing Date	Owner
Snap-In Assembly For Multiple High Current Conductive Lines	02761205.0	7/31/2002	Magnetek, Inc.
Modular Power Supply Assembly	055252472.5	4/20/2005	Magnetek, Inc.
Anchor Assembly For Electrified Conductor Bar	02750365.5	7/31/2002	Magnetek, Inc.

**PATENT**  
**REEL: 016621 FRAME: 0235**

JAPAN

Patent Application Title	Application No.	Filing Date	Owner
Modular Power Supply Assembly	2005-138154	5/11/2005	Magnetek, Inc.

RECORDED: 10/05/2005

PATENT  
REEL: 016621 FRAME: 0236