

01-18-2007

FORM PTO-1585

(Rev. 8-83)

OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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

1-16-07

1. Name of conveying party(ies):

Volex Inc.

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

2. Name and address of receiving party(ies)

Name: Lloyds TSB Bank PLC

Internal Address:

Street Address: 43 King Street, 4th Floor

City: Manchester State: England ZIP: M60 2LE

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: December 12, 2006

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

None

B. Patent No.(s)

- 1. 5,953,815 (9/21/99)
- 2. D332,937 (2/2/93)

Additional numbers attached? Yes No

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

Name: Judy Radoccia

Internal Address: Edwards Angell Palmer & Dodge LLP

Street Address: 101 Huntington Avenue

City: Boston State: MA ZIP: 02199

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia

Name of Person Signing

Signature

Date

Judy Radoccia

1/17/07

Total number of pages including cover sheet, attachments, and document: 7

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20221

SECURITY AGREEMENT (PATENTS)

WHEREAS, VOLEX INC., a Massachusetts corporation, with a principal place of business at 915 Tate Boulevard S.E., Suite 130, Hickory, North Carolina 28602 (the "Company") and LLOYDS TSB BANK PLC (together with its successors and assigns, the "Secured Party"), having an address at 4th Floor, 43 King Street, Manchester M60 2LE, England have entered into a Security Agreement, dated as of the date hereof (the "Security Agreement"), and are also parties to, among other documents and instruments, the following:

A. The Company, has executed and delivered to the Secured Party, among other documents and instruments,

1. That certain Revolving Credit Facility Agreement, dated as of the date hereof, among Volex Group PLC, a company registered in England and Wales with Numbers 00158956 (the "Parent"), certain of the Parent's direct and indirect subsidiaries including the Company, and the Lender (as the same may be amended, modified, supplemented, restated and/or replaced from time to time, the "Facilities Agreement").

B. It is a condition to the effectiveness of the Facilities Agreement that the payment and performance of all indebtedness, liabilities and obligations of the Parent, the Company and each Borrower under the Facilities Agreement be secured under the Security Agreement with a first priority lien on the Collateral (as defined therein).

WHEREAS, the Company is the owner and user of the United States Patents listed on **Schedule A** hereto and identified in the Security Agreement (the "U.S. Patents") and the United States Patent Applications listed on **Schedule A** hereto and so identified (collectively, the "Patent Applications"); and

WHEREAS, among the security interests granted by the Company to the Secured Party pursuant to the Security Agreement is a security interest in the U.S. Patents and the Patent Applications; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, upon the occurrence of any event described in Section 10(a)(i) or Section 10(a)(ii) of the Security Agreement (an "Event of Default"), the Secured Party shall have all rights of a foreclosing secured party in and to the U.S. Patents and the Patent Applications and any proceeds thereof (including any patents issued as a result of the Patent Applications), including, without limitation, the right, following such foreclosure, to transfer to a purchaser all of the Company's right, title and interest in and to the U.S. Patents and the Patent Applications (and any patents issued as a result of the Patent Applications);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Secured Party has a security interest in the U.S. Patents and the Patent Applications listed on **Schedule A** hereto; as security for the Obligations

(as defined in the Security Agreement) the Company hereby collaterally assigns to the Secured Party, and grants a security interest to the Secured Party in and to, all of the Company's right, title and interest in and to said U.S. Patents and the Patent Applications (and in any patents issued as a result of the Patent Applications); the Company agrees that it will not sell or assign any of the U.S. Patents or the Patent Applications without the prior written consent of the Secured Party; and the Company and the Secured Party request that the Commissioner of Patents and Trademarks record this document with respect to the U.S. Patents and the Patent Applications.

The Company hereby appoints the Secured Party as the Company's attorney-in-fact (with full power of substitution and resubstitution), coupled with an interest, with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Secured Party may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Patents). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

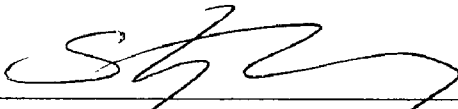
All capitalized terms used but not elsewhere defined in this Security Agreement (Patents) shall have the meanings ascribed to such terms in the Security Agreement or Facilities Agreement, as appropriate. Except as expressly provided herein, the rights, remedies and obligations of the parties hereto are governed by the provisions of the Security Agreement, which are incorporated herein by reference and made a part hereof.

[remainder of this page intentionally left blank]

EXECUTED as an instrument under seal this 12th of December, 2006.

VOLEX INC.

LLOYDS TSB BANK PLC, as Secured
Party

By: 
Name: **Stephen Lindberg**
Title: **Treasurer**

By: _____
Name:
Title:

EXECUTED as an instrument under seal this 12th of December, 2006.

VOLEX INC.

LLOYDS TSB BANK PLC, as Secured
Party

By: _____

Name:

Title:

By:  _____

Name: KIRON NATH

Title: RELATIONSHIP MANAGER

SCHEDULE A
TO
SECURITY AGREEMENT (PATENTS)
BETWEEN
VOLEX INC.
AND
LLOYDS TSB BANK PLC

Patents with United States Registration

<u>Patent Description</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Method for Making an Electrical Connection	5,953,815	September 21, 1999
Molded plug	D332,937	February 2, 1993

Patent Applications

<u>Description</u>	<u>Application No.</u>	<u>Filing Date</u>
	None	