

USPTO

3/16/2009 2:47:59 PM PAGE 3/009 Fax Server

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE, 20TH FLOOR

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/13/2009
500806920

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the brief to Supplement Patent Security Agreement to Second Lien Patent Security Agreement previously recorded on Reel 021570 Frame 0338. Assignor(s) hereby confirms the Supplement Patent Security Agreement to Second Lien Patent Security Agreement.										
CONVEYING PARTY DATA											
<table border="1"><tr><td>Name</td><td>Execution Date</td></tr><tr><td>Electrical Components International, Inc.</td><td>09/23/2008</td></tr></table>		Name	Execution Date	Electrical Components International, Inc.	09/23/2008						
Name	Execution Date										
Electrical Components International, Inc.	09/23/2008										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>UBS AG, Stamford Branch, as Collateral Agent</td></tr><tr><td>Street Address:</td><td>677 Washington Boulevard</td></tr><tr><td>City:</td><td>Stamford</td></tr><tr><td>State/Country:</td><td>CONNECTICUT</td></tr><tr><td>Postal Code:</td><td>06901</td></tr></table>		Name:	UBS AG, Stamford Branch, as Collateral Agent	Street Address:	677 Washington Boulevard	City:	Stamford	State/Country:	CONNECTICUT	Postal Code:	06901
Name:	UBS AG, Stamford Branch, as Collateral Agent										
Street Address:	677 Washington Boulevard										
City:	Stamford										
State/Country:	CONNECTICUT										
Postal Code:	06901										
PROPERTY NUMBERS Total: 3											
<table border="1"><tr><td>Property Type</td><td>Number</td></tr><tr><td>Patent Number:</td><td>5545878</td></tr><tr><td>Patent Number:</td><td>5552581</td></tr><tr><td>Patent Number:</td><td>6140623</td></tr></table>		Property Type	Number	Patent Number:	5545878	Patent Number:	5552581	Patent Number:	6140623		
Property Type	Number										
Patent Number:	5545878										
Patent Number:	5552581										
Patent Number:	6140623										
CORRESPONDENCE DATA											
Fax Number: (714)755-8290 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 714-540-1235											
Email: ipdocket@lw.com, kristin.azcona@lw.com											
Correspondent Name: Latham & Watkins LLP											
Address Line 1: 650 Town Center Drive, 20th Floor											
Address Line 4: Costa Mesa, CALIFORNIA 92626											
ATTORNEY DOCKET NUMBER:	029217-0169										
NAME OF SUBMITTER:	Kristin J. Azcona										

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PATENT
REEL: 022427 FRAME: 0136

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3/16/2009 2:47:59 PM PAGE 4/009 Fax Server

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Total Attachments: 5

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TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE, 20TH FLOOR

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.109/24/2008
500656262

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplement Patent Security Agreement to First Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Electrical Components International, Inc.	09/23/2008
RECEIVING PARTY DATA	
Name:	UBS AG, Stamford Branch, as collateral agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5545878
Patent Number:	5552581
Patent Number:	6140623
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	lpdocket@lw.com, kristin.azcona@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, 20th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	029217-0169
NAME OF SUBMITTER:	Kristin J. Azcona
Total Attachments: 5 source=Electrical Components Second Lien Patents#page1.tif source=Electrical Components Second Lien Patents#page2.tif	

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PATENT

REEL: 022427 FRAME: 0139

USPTO

3/16/2009 2:47:59 PM PAGE 5/009 Fax Server

TO: LATHAM & WATKINS LLP COMPANY: 650 TOWN CENTER DRIVE, 20TH FLOOR

*Execution Version***Supplemental Patent Security Agreement**

Supplemental Patent Security Agreement, dated as of September 23, 2008, by ELECTRICAL COMPONENTS INTERNATIONAL, INC., a Delaware corporation ("Pledgor") in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Amended and Restated Second Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is a party to a Second Lien Security Agreement, dated as of May 1, 2006 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Supplemental Patent Security Agreement;

WHEREAS, Wirekraft Industries, L.L.C., a predecessor-in-interest to Pledgor, transferred patents with registration numbers 5,545,878, Reg No. 5,552,581 and Reg No. 6,140,623 to Wire Harness Contractors, Inc. and Wire Harness Contractors, Inc. transferred such patents to Pledgor;

WHEREAS, Pledgor has acquired the additional Patents set forth on Schedule I attached hereto either through an acquisition or a name change;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Patents of Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are

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USPTO

3/16/2009 2:47:59 PM PAGE 6/009 Fax Server

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE, 20TH FLOOR

2

incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Supplemental Patent Security Agreement.

SECTION 5. Counterparts. This Supplemental Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

NYU450137.2

PATENT
REEL: 022427 FRAME: 0141

USPTO


3/16/2009 2:47:59 PM PAGE 7/009 Fax Server

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

Very truly yours,

ELECTRICAL COMPONENTS
INTERNATIONAL, INC.

By: 
Name:
Title:

Second Lien Supplemental Patent
Security Agreement

USPTO

3/16/2009 2:47:59 PM PAGE 8/009 Fax Server

TO: LATHAM & WATKINS LLP COMPANY: 650 TOWN CENTER DRIVE, 20TH FLOOR

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 

Name: Richard L. Tavrow
Title: Director

By: 

Name: Mary E. Evans
Title: Associate Director

Supplemental Patent Security Agreement (Second Lien)

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3/16/2009 2:47:59 PM PAGE 9/009 Fax Server

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5

SCHEDULE I
to
SUPPLEMENTAL PATENT U.S. SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Patents:

ELECTRICAL COMPONENTS INTERNATIONAL, INC. *	5,545,878	DEFROST HEATER WITH SPIRAL VENT
ELECTRICAL COMPONENTS INTERNATIONAL, INC. *	5,552,581	DEFROST HEATER FOR COOLING APPLIANCE
ELECTRICAL COMPONENTS INTERNATIONAL, INC. *	6,140,623	DEFROST HEATER END CAP

*Previously registered to Wire Harness Contractors, Inc.

Patent Applications:

None.

NY11450137.2