


Form PTO-1594 (Rev. 10/02) OMB No. 0951-0027 (exp. 6/30/2005)		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> Kuhlman Electric Corporation			<b>2. Name and address of receiving party(ies)</b> Name: <u>Wachovia Bank, National Association</u> Internal Address: _____ Street Address: <u>191 Peachtree Street</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30303</u>		
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____			<input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>4/30/2004</u>			<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>561083</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Mary Ann Casey - Legal Assistant</u> Internal Address: <u>27th Floor Room 2720</u> Street Address: <u>Times Square Tower</u> <u>7 Times Square</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u>			<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">1</span>		
			<b>7. Total fee (37 CFR 3.41):</b> .....\$ <u>80.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			<b>8. Deposit account number:</b> <u>50-0639</u>		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature.</b> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Mary Ann Casey</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>May 24, 2004</u>            Date         </div> </div> <div style="text-align: center; margin-top: 5px;"> <span style="border: 1px solid black; padding: 2px;">10</span> </div>					

Total number of pages including cover sheet, attachments, and document: 10  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

EXECUTION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 20, 2004, between KUEHLMAN ELECTRIC CORPORATION, a Delaware corporation, (the "Grantor"), and WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a FIRST UNION NATIONAL BANK), as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties (such capitalized term and other capitalized terms used in this Agreement to have the meanings set forth in Section 1).

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement dated as of October 5, 1999 among the Grantor, the various financial institutions as are, or may from time to time become, parties thereto (each individually a "Lender" and collectively the "Lenders"), the Administrative Agent and Wachovia Securities, Inc. (f/k/a First Union Securities, Inc.) as lead arranger and bookrunner (as amended by that certain First Amendment dated as of January 14, 2000 among the Grantor, the Lenders party thereto and the Administrative Agent, that certain Second Amendment and Limited Waiver to Credit Agreement and First Amendment to Security Agreement dated as of the date hereof among the Grantor, the Lenders party thereto, the Administrative Agent and, solely for the purposes of Sections 6 and 7 thereof, KEC Acquisition Corporation (the "Second Amendment"), and as may be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of October 5, 1999, as amended by the Second Amendment (as may be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor has executed and delivered a Trademark Security Agreement (the "First Trademark Security Agreement"), which grants to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined therein) to secure all Obligations;

WHEREAS, as a condition precedent to the Second Amendment, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Additional Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

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**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Additional Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all registered trademarks, pending trademark applications and trademark applications in preparation referred to in Item A of Attachment 1 attached hereto; and
- (b) all Trademark licenses and other agreements providing the Grantor with the right to use any Items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;
- (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b);
- (e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (f) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Additional Trademark Collateral with the United States Patent and Trademark Office and corresponding office in other countries in the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement and the First Trademark Security Agreement. The Security Agreement and the First Trademark Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with their respective terms.

**SECTION 4. Release of Security Interest.** On the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Additional Trademark Collateral which has been granted hereunder.

**SECTION 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 6. Loan Document, etc.** This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

**SECTION 7. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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O'MELVENY & MYERS LLP NY

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O'MELVENY & MYERS LLP NY

006

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KUEHLMAN ELECTRIC CORPORATION,  
as Grantor

By: 

Name: Thomas Mischick  
Title: V.P. Finance, CFO & Secretary

Address: 101 Kuhlman Boulevard  
Versailles, Kentucky 40383

Facsimile No: (606) 783-6126  
Attention: John Zvolensky, Jr.

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By: \_\_\_\_\_

Name:  
Title:

Address: 191 Peachtree St. GA8050  
Atlanta, GA 30303

Facsimile No: 404-332-1396

Attention: Jill E. Snyder  
Director

S-1

NY: 152867  
Trademark Security Agreement

05/24/04 MON 06:36 [TX/RX NO 5115]

05/27/04 THU 15:55 [TX/RX NO 5469]

TRADEMARK  
REEL: 002862 FRAME: 0005

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KUHLMAN ELECTRIC CORPORATION,  
as Grantor

By: \_\_\_\_\_

Name:  
Title:

Address: 101 Kuhlman Boulevard  
Versailles, Kentucky 40383

Facsimile No: (606) 783-6126  
Attention: John Zwickler, Jr.

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By: *John E. Snyder*

Name: *John E. Snyder*  
Title: *DIRECTOR*

Address: 191 Peachtree St. GA 30303  
Atlanta, GA 30303

Facsimile No: 404-332-1396

Attention: *John E. Snyder*  
Director

WTS:0008  
Trademark Security Agreement

OPR/ASSIGNMENTS 5/27/04 4:00 PAGE 11/16 RightFAX

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O'MELVENY & MYERS LLP NY

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ATTACHMENT I  
to Borrower  
Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ACCUSLIP	United States	TMA5610B3	04/30/2002

Pending Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Filing Docket No.</u>	<u>Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensor</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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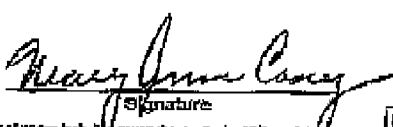
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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings → → →		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
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4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) 561063 _____ _____		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mary Ann Casey - Legal Assistant Internal Address: 27th Floor Room 2720  _____ _____ Street Address: Times Square Tower 7 Times Square  City: New York State: NY Zip: 10036			6. Total number of applications and registrations involved: ..... <input type="text" value="1"/>		
			7. Total fee (37 CFR 3.41).....\$ 80.00  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number:  50-0639		
<b>DO NOT USE THIS SPACE</b>					
9. Signature.  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">           _____            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;">           May 24, 2004            Date         </div> </div> <div style="text-align: right; margin-top: 5px;"> <input type="text" value="10"/> </div>					

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<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) _____  Additional number(s) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) 561083		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: Mary Ann Casey - Legal Assistant Internal Address: 27th Floor, Room 2720  Street Address: Times Square Tower 7 Times Square Tower  City: New York State: NY Zip: 10036			<b>6. Total number of applications and registrations involved:</b> 1		
			<b>7. Total fee (37 CFR 3.41):</b> \$ 80.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			<b>8. Deposit account number:</b> 50-0658		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Signature:</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">           Mary Ann Casey            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;">           May 17, 2004            Date         </div> </div>					

Total number of pages including supporting attachments and documents: 6  
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Washington, D.C. 20251

05/24/04 MON 06:36 [TX/RX NO 5115]