

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MagneTek, Inc.		09/30/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Foothill, Inc.
<b>Street Address:</b>	2450 Colorade Avenue
<b>Internal Address:</b>	Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	2923954	AURORA
Registration Number:	2800972	BRACKETRONIC
Registration Number:	1674071	
Registration Number:	1660597	DSD
Registration Number:	1365377	ELECTROBAR
Registration Number:	1502765	ESTROLENE
Registration Number:	1549941	FABA
Registration Number:	915075	GOLDEN HOUR
Registration Number:	1020160	HESGON
Registration Number:	2223071	HPV
Registration Number:	1557747	IMPULSE
Registration Number:	1540129	M
Registration Number:	2748152	M

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Registration Number:	1543256	M MAGNETEK
Registration Number:	1543255	MAGNETEK
Registration Number:	1570692	MAGNETEK
Registration Number:	2215146	PULSESTAR
Registration Number:	1656124	SBP
Registration Number:	1385077	TCONTROLS
Registration Number:	2823886	UNCOMMON POWER
Serial Number:	76584506	ALBA
Serial Number:	76639870	I.METER
Serial Number:	76638913	MARIN
Serial Number:	76622001	QUATTRO
Registration Number:	2937055	IBREAKER

**CORRESPONDENCE DATA**

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: bmoylan@mofo.com  
Correspondent Name: Lynn M. Humphreys  
Address Line 1: 425 Market Street  
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	51270-95
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	10/11/2005

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark 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 WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), by and among MAGNETEK, INC., a Delaware corporation ("Parent"), MAGNETEK ADS POWER, INC., a Delaware corporation, and MAGNETEK MONDEL HOLDING, INC., a Delaware corporation (such Subsidiaries, together with Parent, are referred to herein each individually as a "Borrower", and individually and collectively, as "Borrowers"), 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 Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, 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"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark 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:

DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 "Trademark Collateral"):

- (a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations, extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender

Group and the Bank Product Providers, 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 Trademark 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.

3. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. 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 trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark 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.

4. COUNTERPARTS. This Trademark 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 Trademark 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.

[SIGNATURE PAGES TO 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.

MAGNETEK, INC.

By: *David P. Reiland*  
Name: David P. Reiland  
Title: Executive Vice President and  
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,  
a California corporation, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

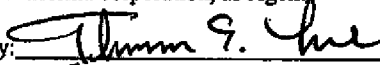
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MAGNETEK, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO FOOTHILL, INC.,  
a California corporation, as Agent

By:   
Name: Thomas E. Lane  
Title: Senior Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**U.S. TRADEMARK REGISTRATIONS**

Grantor	Country	Mark	Registration No.	Registration Date
Magnetek, Inc.	US	Aurora	2,923,954	2/1/2005
Magnetek, Inc.	US	Braketronic	2,800,972	12/30/2003
Magnetek, Inc.	US	Design (Lightning Bolt)	1,674,071	2/4/1992
Magnetek, Inc.	US	DSD and Design (Drives)	1,660,597	10/15/1991
Magnetek, Inc.	US	Electrobar	1,365,377	10/15/1985
Magnetek, Inc.	US	Estrolene	1,502,765	9/6/1988
Magnetek, Inc.	US	Faba	1,549,941	8/1/1989
Magnetek, Inc.	US	Golden Hour	915,075	6/15/1971
Magnetek, Inc.	US	Hesgon	1,020,160	9/9/1975
Magnetek, Inc.	US	HPV	2,223,071	2/9/1999
Magnetek, Inc.	US	Ibreaker	2,937,055	3/29/2005
Magnetek, Inc.	US	Impulse Logo	1,557,747	9/26/1989
Magnetek, Inc.	US	M	1,540,129	5/23/1989
Magnetek, Inc.	US	M Logo	2,748,152	8/5/2003
Magnetek, Inc.	US	M Magnetek & Design	1,543,256	6/13/1989
Magnetek, Inc.	US	Magnetek	1,543,255	6/13/1989
Magnetek, Inc.	US	Magnetek	1,570,692	12/12/1989
Magnetek, Inc.	US	Pulsetar	2,215,146	12/29/1998
Magnetek, Inc.	US	SBP	1,656,124	9/10/1991
Magnetek, Inc.	US	Tcontrols	1,385,077	3/4/1986
Magnetek, Inc.	US	Uncommon Power	2,823,886	3/16/2004

**U.S. TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
Magnetek, Inc.	US	ALBA	76/584,506	3/31/2004
Magnetek, Inc.	US	I.Meter	76/639,870	6/1/2005
Magnetek, Inc.	US	Marin	76/638,913	5/18/2005
Magnetek, Inc.	US	Quattro	76/622,001	11/24/2004

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

**Trademark Licenses**