

02-27-2001

Form PTO-1594
(Rev 6-93)

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissione

101622378

and original documents or copy thereof.

1. Name of conveying party(ies): **B.W. ELLIOTT
MANUFACTURING CO., LLC, HUDSON LOCK,
LLC, ESP LOCK PRODUCTS, LLC, GIFTS
MANUFACTURING COMPANY, LLC,
ATLANTIC GUEST, INC.,**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporations
- Other

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

3. Nature of conveyance:

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

Execution Date: November 21, 2000

2. Name and address of receiving party(ies):

Name: FIRST UNION NATIONAL BANK, as administrative agent

Internal Address: _____

Street Address: 201 South College Street

City: Charlotte State: NC ZIP: 28288

Country: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation _____

* Other bank, financial institution

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes * No

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

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

A. Trademark Application No.(s) SEE SCHEDULE I

B. Trademark No.(s) SEE SCHEDULE I

1012127

Additional numbers attached * Yes No

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

Name: Robert E. Rude II

Internal Address: Maver Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 48

7. Total fee (37 CFR 3.41): \$ 1,265.00

* Enclosed (Check No. 19027)

Authorized to be charged to deposit account

8. Deposit account number:

(Check confirm copy of this page if action by deposit account)

02/25/2001 JJALLANE 00000014 1012122

01 FC:481
02 FC:482

40.00 DP
1175.00 DP

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.

Robert E. Rude II
Name of Person Signing

R E R U D E II
Signature

February 13, 2001
Date

Total number of pages comprising cover sheet and document attachments: 16

Refund Ref:
02/25/2001 JJALLANE 0000102376

CHECK Refund Total: 950.00

TRADEMARK
REEL: 002244 FRAME: 0796

ADDITIONAL NAMES OF CONVEYING PARTIES IN TRADEMARK SECURITY AGREEMENT

**MARINE INDUSTRIES COMPANY, LLC,
TURNER ELECTRIC, LLC,
VFC ACQUISITION COMPANY, INC.,
GUEST BUILDING, LLC,
KCI MERGER CORP.,
KEY COMPONENTS, INC.,
KEYHOLD, INC.,
KCLLC HOLDINGS, INC.,
ACME ELECTRIC CORPORATION,
ACME-URDC, INC.,
ACME ELECTRIC MEXICO HOLDINGS I, INC.,
ACME ELECTRIC MEXICO HOLDINGS II, INC.**

**TRADEMARK
REEL: 002244 FRAME: 0796**

Item A. Trademarks

Atlantic Guest, Inc.:

- GUEST (Reg. # 1,012,122) For battery switches, June 3, 1975
- GUEST (Reg. # 1,015,236) For lights and spotlights, July 8, 1975
- SMARTLEG TECHNOLOGY (Reg. # 2,314,170) For battery chargers, June 2000
- CHARGE PRO (Pending 75/334,563) For battery chargers

B.W. Elliott Manufacturing Co., LLC

None

ESP Lock Products, LLC: (See also Exhibit 1)

Hide-A-Key (Reg. # 613,678) Magnetized Metal Boxes with Sliding Lid.; Serial #71-632,942

Gits Manufacturing Company, LLC

None

Guest Building, LLC

None

Hudson Lock, LLC

None

KCLLC Holdings, Inc.

None

Key Components, Inc.

None

Key Components Finance Corp.

None

Keyhold, Inc.

None

Marine Industries, LLC:

- MARINCO (Reg. # 997,946) Electronic cables and electrical hull fittings in international class 9
- SALTWATER WIRE (Reg. # 1,793,275) electrical wire and cable in international class 9 on the Supplemental Register
- SEATEAK (Reg. # 1,292,887) game and utilitarian marine furniture and fittings, and household racks for marine use in international class 20

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- SEALINK (Reg. # 2,321,499) electrical connectors, namely plugs and receptacles in class 9

Turner Electric, LLC: (See also Exhibit 2)

- Turner Electric Corporation (Reg. # 1,369,946) Electrical Transmission and Switchgear Equipment and Mounting Hardware for such Equipment, 11/12/85
- Turner Electric Corporation (Reg. # 697,392) Outdoor Switches, Pole Bands, Brackets and Racks for Mounting Switches, Transformers and Other Electrical Equipment Used in Power Transmission Lines, in class 21, 5/10/60
- TECO RUPTER (Reg. # 883,222) Switches for High Voltage Power Lines, 12/30/69
- TECO HAMO (Reg. # 971,236) Power and Manual Operators For High Voltage Power Line Electric Switches, in intl. Class 9, 10/23/73

YFC Acquisition Company, Inc.
None

ACME ELECTRIC CORPORATION

Trademark Report by Mark

Printed: 11/17/00 Page 1

COUNTRY	REFERENCE #	FILED	APPL #	REGDT	REG #	STATUS	CLASSES
"Sensor-II-Microprocessor Battery Charge"							
US COPYRIGHT	T238210P0			2/4/87	TX2009992	REGISTERED	
A ACME TRANSFORMER and wave design							
UNITED STATES	T80827US0	8/8/98	75/497,083	8/31/99	2274.146	REGISTERED	N/A
ACME							
ARGENTINA	T28908AR0					PROPOSED	9, N/A
BRAZIL	T28907BR0	6/27/96	818580305	11/4/97	818580305	REGISTERED	9, N/A
CANADA	YL1122CA0	11/21/44	185495	11/21/44	20103	REGISTERED	
CHILE	T28004CL0					PROPOSED	9, N/A
COLOMBIA	T28901CO0	9/10/97	97052841	8/31/98	212180	REGISTERED	9, N/A
COSTA RICA	T28898CR0					PROPOSED	9, N/A
DOMINICAN REPUBLIC	T28882DO0					MAILED	9, N/A
ECUADOR	T28903EC0					PROPOSED	9, N/A
EL SALVADOR	T28899SV0					PROPOSED	9, N/A
GUATEMALA	T28897GT0					PROPOSED	9, N/A
HONDURAS	T28895HN0					PROPOSED	9, N/A
JAMAICA	T28894JM0					PROPOSED	9, N/A
MEXICO	T28808MX0	9/8/97	307.029			PENDING	9, N/A
PANAMA	T28898PA0					PROPOSED	9, N/A
PERU	T28902PE0					PROPOSED	9, N/A
PHILIPPINES	T28911PH0					PROPOSED	9, N/A
SAUDI ARABIA	T28909SA0					PROPOSED	9, N/A
TAIWAN	T28912TW0					PROPOSED	9, N/A
TRINIDAD & TOBAGO	T28893TT0					PROPOSED	9, N/A
UNITED ARAB EMR	T28910AE0					PROPOSED	9, N/A

TRADEMARK
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COUNTRY	REFERENCE #	FILED	APPL #	REGDT	REG #	STATUS	CLASSES
UNITED STATES	TL1535US0	8/9/47	71/530.889	11/30/46	504,320	ABANDONED	
UNITED STATES	T29552US0	2/11/75	73/078.951	10/5/76	7,049,450	REGISTERED	009
URUGUAY	T28806UY0					PROPOSED	9, N/A
VENEZUELA	T28900VE0	2/18/98	2534-98	2/28/99	TBD	REGISTERED	9, N/A
ACME (ACME in diamond) ELECTRIC							
UNITED STATES	TL1637US0	8/9/47	71/530,982	11/30/49	504,322	ABANDONED	
ACME ELECTRIC							
CANADA	TL1637A	5/28/55	231270	10/26/56	104846	ABANDONED	
MEXICO	T30618MX0	1/28/98	320,985			PENDING	N/A
UNITED STATES	TL5119US0	2/10/89	72/518,728	3/24/70	888,788	REGISTERED	
UNITED STATES	T33098US0	2/10/69	72/518,728	3/24/70	888,188	REGISTERED	009
ACME ELECTRONICS							
UNITED STATES	T32419US0	3/6/00	75/936,976			PENDING	042
ACME in diamond							
CANADA	TL1636A	6/28/55	231269	12/21/56	105297	ABANDONED	
UNITED STATES	TL636US0	8/9/47	71/530,981	11/30/48	504,921	ABANDONED	
ACME TRANSFORMER							
MEXICO	T30617MX0	1/28/98	320,987			PENDING	N/A
UNITED STATES	T30751US0	4/28/98	75/475,325	7/13/99	2,260,869	REGISTERED	N/A
ATEC							
UNITED STATES	TL6920US0	4/24/78	73/167,723	5/13/80	1,185,018	ABANDONED	009
AURORA SYSTEMS GROUP							
UNITED STATES	T32018US0					PROPOSED	
CADREX (Copyright)							
US COPYRIGHT	T22158cp0	2/16/83		2/16/83	TX1-112-014	REGISTERED	c
CHARGE-EM							
UNITED STATES	T24142					ABANDONED	N/A
CYM							
AUSTRIA	T28060AT0	5/9/94	AM2168/94	8/9/99	183,481	REGISTERED	9
BELGIUM	T281298EO					ABANDONED	9
BENELUX	T28129BX	4/29/94	826503	3/7/86	553,158	REGISTERED	
CANADA	T26061CA0	4/27/94	753348			ABANDONED	N/A
FRANCE	T28126FR0	5/3/94	94/518599	10/14/94	94518598	REGISTERED	9
GERMANY	T28124DF0	5/2/94	A56874/9WZ			ABANDONED	9
ITALY	T28128IT0	5/9/94	UD94C000153	4/11/97	00707726	REGISTERED	9
JAPAN	T28062JP0	5/2/94	645035			ABANDONED	9
SOUTH KOREA	T28063KR0	4/22/94	16274/94	8/22/95	320,341	REGISTERED	39
SPAIN	T28125ES0	5/3/94	1900B15			ABANDONED	9
SWEDEN	T28130SE0	5/2/94	94-04821			ABANDONED	9
SWITZERLAND	T28137CH0					ABANDONED	9
UNITED KINGDOM	T28127GB0	10/31/94	1570809	9/22/95	1570809	REGISTERED	OC9
UNITED STATES	T27848US0	11/3/93	74/453,882			ABANDONED	N/A
FINGER GUARD							
UNITED STATES	T29511US0	6/24/96	75/124,555	7/29/97	2,083,596	REGISTERED	9

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COUNTRY	REFERENCE #	FILED	APPL #	REGDT	REG #	STATUS	CLASSES
FNC							
UNITED STATES	T27166	8/17/92	74/305,419			ABANDONED	9, N/A
LIVE WIRE EXPRESS							
UNITED STATES	T30169US0	6/11/97	76/307,257	12/15/98	2,211,843	REGISTERED	037
LOGO							
UNITED STATES	T22082US0	9/21/87	73/685,388	8/1/89	1,548,852	REGISTERED	8
NON-LINEAR LOAD							
UNITED STATES	T27455US0	5/10/83	74/390,377	6/21/94	1,841,545	REGISTERED	009
NON-LINEAR LOAD & design							
UNITED STATES	T27444US0	5/10/93	74/369,386	8/23/94	1,850,590	REGISTERED	009
OPTI-MISER							
UNITED STATES	TL6377US0	11/27/78	73/194,761	9/29/81	1,170,980	REGISTERED	9
PANEL-TRAN							
UNITED STATES	TL6230US0	11/7/77	73/147,428	4/24/79	1,116,844	REGISTERED	
POWER READY							
UNITED STATES	T23283US0	12/2/65	73/571,263	7/22/88	1,401,983	REGISTERED	9
QUICKICK							
UNITED STATES	T22255	10/11/83	73/447,585	10/2/94	1,298,639	ABANDONED	9
SAFE							
FINLAND	T28579FI0					ABANDONED	9
IRELAND	T28577IE0					ABANDONED	9
NORWAY	T28580NO0					ABANDONED	9
SWEDEN	T28581SF0					ABANDONED	9
UNITED KINGDOM	T26582GB0					ABANDONED	9
SAFE WATCH							
UNITED STATES	T23058US0	2/8/89	73/779,089	10/17/89	1,560,652	REGISTERED	9
SAFECOM							
UNITED STATES	T26540	5/17/91	74/167,418			ABANDONED	9
Sensor II-Version 20							
US COPYRIGHT	T24806cp0			1/22/88	TX2239768	REGISTERED	
SIR SYSTEM							
UNITED STATES	TL5601US0	2/26/79	72/449,831	12/31/74	1,000,684	ABANDONED	
SLIM LINE							
UNITED STATES	725847					ABANDONED	N/A
SMART WALL							
UNITED STATES	T27471US0	2/8/93	74/356,647	1/4/94	1,814,766	REGISTERED	9
SURGE SAFE							
UNITED STATES	T23282	12/2/85	73/571,149	12/30/86	1,422,803	ABANDONED	9
TRUE POWER							
UNITED STATES	T23291US0	12/2/85	73/571,148	1/27/87	1,426,366	REGISTERED	9
VOLTROL							

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COUNTRY	REFERENCE #	FILED	APPL #	REGDT	REG #	STATUS	CLASSES
UNITED STATES	TL1698US0	8/9/47	71/580,880	12/14/48	504,775	ABANDONED	

Acme-URDC, Inc.
None

Acme Electric Mexico Holdings I, Inc.
None

Acme Electric Mexico Holdings II, Inc.
None

Item B. Trademark Licenses

None.

TRADEMARK
REEL: 002244 FRAME: 0801

Patents.xls

Exhibit 1
to
Attachment 1

11/20/2000

ISSUED PATENTS

Country	Patent #	Patent Date	Inventor(s)	Title
Canadian	1,178,888	9-Oct-84	Patriquin	Remov plug
U.S.	4,910,882	27-Mar-90	Dana	Self assem lock
U.S.	4,711,505	8-Dec-87	Lakso	Locking Sys
Canadian	1,300,812	5-Feb-88	Lakso	Locking Sys
France	0288199		Lakso	Locking Sys
Germany	0288199		Lakso	Locking Sys
Italy	0288199		Lakso	Locking Sys
Sweden	0288199		Lakso	Locking Sys
U.K.	0288199		Lakso	Locking Sys
U.S.	4,854,853	8-Aug-89	Lakso	Mult Interlock
U.S.	4,993,784	19-Feb-91	Boucher, Dana, Crespo	Locking Dev
U.S.	5,802,891	20-Mar-97	Kahara, Crespo	Anch assem
U.S.	5,782,545	20-Mar-97	Kahara, Crespo	Mult draw lock sys
Canadian	2,227,993	28-Jan-98	Kahara, Crespo	Mult draw lock sys

TRADEMARK

U.S.	Trademark	Renewal Date	Registered Date	
	Reg # 813,878	4-Oct-95	4-Oct-55	Hide-A-Key
	<i>Serial # 71-632,942</i>	10 year renewal		

Paris Agreement of July 22, 1891

EXPIRED & LAPSED PATENTS

U.S.	4,398,406	16-Aug-83	Patriquin	Remov plug	Expired
U.S.	5,188,734	8-Dec-92	Duval	Recombinate	Lapsed
U.S.	4,770,478	13-Sep-88	Lakso	Mult draw lock	Lapsed
U.S.	5,101,849	7-Apr-92	Duval	Key Op Rem Plug	Lapsed
Canadian	2,227,878	28-Jan-88	Kahara, Crespo	Anch assem	Lapsed
U.S.	4,416,128	22-Nov-83	Thimot	Remov plug	Expired

TRADEMARK
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Exhibit 2
to
Attachment 1

Trademarks

Turner Electric Corporation

Turner Electric Corporation

TECO RUPTER
TECO HAMO

Electrical Transmission & Switchgear Equipment and
Mounting Hardware for such Equipment
Outdoor Switches, Pole Bands, Brackets and Racks for
Mounting Switches, Transformers and Other Electrical
Equipment Used in Power Transmission Lines, in class 21
Switches for High Voltage Power Lines
Power and Manual Operators For High Voltage Power
Line
Electric Switches, in Intl. Class 9

TRADEMARK
REEL: 002244 FRAME: 0803

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 21, 2000, made by B. W. ELLIOTT MANUFACTURING CO., LLC, a Delaware limited liability company, HUDSON LOCK, LLC, a Delaware limited liability company, ESP LOCK PRODUCTS, LLC, a Delaware limited liability company, GITS MANUFACTURING COMPANY, LLC, a Delaware limited liability company, ATLANTIC GUEST, INC., a Delaware corporation, MARINE INDUSTRIES COMPANY, LLC, a Delaware limited liability company, TURNER ELECTRIC, LLC, a Delaware limited liability company, VFC ACQUISITION COMPANY, INC., a Delaware corporation, GUEST BUILDING, LLC, a Delaware limited liability company, KCI MERGER CORP. a New York corporation, KEY COMPONENTS, INC., a New York Corporation, KEYHOLD, INC., a Delaware corporation, KCLLC HOLDINGS, INC.; a Delaware corporation, ACME ELECTRIC CORPORATION, a New York Corporation, ACME-URDC, INC., a Utah corporation, ACME ELECTRIC MEXICO HOLDINGS I, INC., a Delaware corporation, and ACME ELECTRIC MEXICO HOLDINGS II, INC., a Delaware corporation (each, a "Grantor", and collectively, the "Grantors"), in favor of FIRST UNION NATIONAL BANK, as administrative agent for the Lenders (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lender Parties (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of September 29, 2000 (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Key Components, LLC, as borrower (the "Borrower"), certain of its Subsidiaries and its equity holders, as Guarantors, the various financial institutions and other Persons as are or may become parties thereto, as lenders (the "Lenders"), the Administrative Agent, Société Générale, as Syndication Agent for the Lenders, and First Union Securities, Inc. and SG Cowen Securities Corporation, as Co-Arrangers, the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Guarantor Security Agreement, dated as of November 21, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extensions) under the Credit Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, each Grantor is either a Subsidiary or equity holder of the Borrower;

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TRADEMARK
REEL: 002244 FRAME: 0804

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

WHEREAS, it is in the best interest of each Grantor to execute this Agreement inasmuch as each Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Credit Extensions (including the initial Credit Extensions) to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of each Lender Party, as follows:

ARTICLE I

DEFINITIONS

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

SECTION 2. Grant of Security. Each Grantor hereby assigns and pledges to the Administrative Agent for its benefit and the ratable benefit of each of the Lender Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of each of the Lender Parties a security interest in, all of such Grantor's right, title and interest in, to and under the following property, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature of the Grantor (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications of the Grantor in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses in favor of the Grantor, 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) above;

(d) all of the goodwill of the business of the Grantor connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and

(e) 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 of the Grantor, including any Trademark, Trademark registration or Trademark license referred to in Item A or 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.

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 Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of 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. The 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 its 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 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 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.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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


B.W. ELLIOTT MANUFACTURING CO., LLC,
as a Grantor

By: 
Title: Vice President


HUDSON LOCK, LLC,
as a Grantor

By: 
Title: Vice President

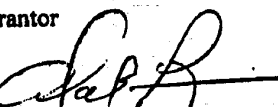
ESP LOCK PRODUCTS, LLC,
as a Grantor

By: 
Title: Vice President

GITS MANUFACTURING COMPANY, LLC,
as a Grantor

By: 
Title: Vice President


ATLANTIC GUEST, INC.,
as a Grantor

By: 
Title: Vice President

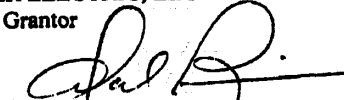
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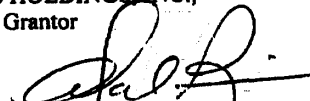
MARINE INDUSTRIES COMPANY, LLC
as a Grantor

By: 
Title: Vice President


TURNER ELECTRIC, LLC
as a Grantor

By: 
Title: Vice President


KCLLC HOLDINGS, INC.,
as a Grantor

By: 
Title: Vice President

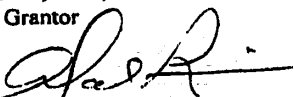
VFC ACQUISITION COMPANY, INC.,
as a Grantor

By: 
Title: Vice President

GUEST BUILDING, L.L.C., as a Grantor
by ATLANTIC GUEST, INC. its sole member

By: 
Title: Vice President


KEYHOLD, INC.,
as a Grantor

By: 
Title: Vice President

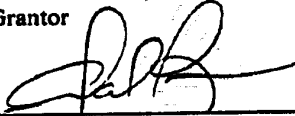
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TRADEMARK
REEL: 002244 FRAME: 0808

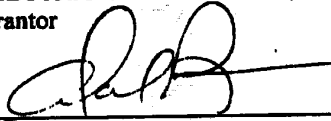
KEY COMPONENTS, INC.,
as a Grantor

By: 
Title: Vice President

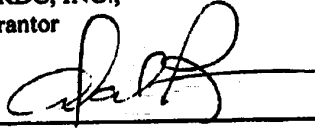
KCI MERGER CORP.,
as a Grantor

By: 
Title: Vice President

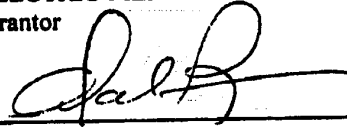
ACME ELECTRIC CORPORATION,
as a Grantor

By: 
Title: Vice President


ACME-URDC, INC.,
as a Grantor

By: 
Title: Vice President

ACME ELECTRIC MEXICO HOLDINGS I, INC.,
as a Grantor

By: 
Title: Vice President

ACME ELECTRIC MEXICO HOLDINGS II, INC.,
as a Grantor

By: 
Title: Vice President

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REEL: 002244 FRAME: 0809

FIRST UNION NATIONAL BANK,
as Administrative Agent

By: Robert A Brown
Title: ROBERT BROWN
VICE PRESIDENT

16954344

RECORDED: 02/13/2001

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REEL: 002244 FRAME: 0810