

REC
M. J. ...

09-10-2002



9/10/02

To the Honorable Commissioner of P.

102216599

attached original documents or copy thereof.

1. Name of conveying party(ies):

Volex Inc.

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State Massachusetts
- 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: July 26, 2002

Name and address of receiving party(ies):

Name: Barclays Bank PLC
 Internal Address: Global Agency Division
 Street Address: 5 The North Colonnade
 1st Floor
 City: London State England ZIP E14 4BB

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

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

A. Trademark Application No(s)

None

B. Trademark Registration No.(s)

1. 1,132,629 (4/8/80)
2. 2,096,361 (9/16/97)
3. 2,071,825 (6/17/97)
4. 2,079,158 (7/15/97)
5. 2,103,857 (10/7/97)

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, LLP
 Street Address: 101 Federal Street
 City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 5

7. Total fee (37 CFR 3.41)..... \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

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

09/10/2002 DBYRNE 00000139 1132629

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:485 100.00 DP

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

Judy Radoccia
Signature

September 9, 2002
Date

Total number of pages including cover sheet, attachments, and document 8

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, VOLEX INC., a Massachusetts corporation, with a principal place of business at 1 Batterymarch Park, Quincy, Massachusetts 02169 (the "Company") and BARCLAYS BANK PLC, in its capacity as Security Agent (in such capacity, together with its successors and assigns, the "Secured Party"), for the benefit of itself, the Facility Agent and various financial institutions who are now or may hereafter become Lenders, having an address at Global Agency Division, 1st Floor, 5 The North Colonnade, London, E14 4BB England have entered into a Security Agreement dated July 26, 2002 (the "Security Agreement") and are also parties to, among other documents and instruments, the following:

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

1. That certain Unlimited Guarantee dated as of June 13, 2002 executed and delivered by the Debtor to the Secured Party (as amended, from time to time, the "Guarantee") as to the payment and performance of the Guaranteed Obligations (as defined in the Guarantee); and

2. That certain Override Agreement made as of June 14, 2002 among Volex Group, PLC, a company registered in England and Wales with Numbers 00158956 (the "Parent"), the Debtor, certain of the Parent's direct and indirect subsidiaries, the Lenders, the Facility Agent and the Security Agent (as amended, from time to time, the "Override Agreement").

B. One of the terms under the Override Agreement is that the Debtor shall execute and deliver this Security Agreement to secure the payment and performance of the Obligations (as defined below), failing which the Facility Agent may, upon giving notice, terminate the Override Period.

WHEREAS, the Company is the owner and user of the registered service marks, trade names and trademarks listed on Schedule A hereto and identified in the Security Agreement (the "Marks") and the service mark, trade names and trademark applications listed on Schedule A hereto and so identified (collectively, the "Mark Applications"); and

WHEREAS, among the security interests granted by the Company to the Security Agent pursuant to the Security Agreement is a security interest in the Marks and the Mark 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 Security Agent shall have all rights of a foreclosing secured party in and to the Marks and the Mark Applications and any proceeds thereof (including

any service marks and trademarks issued as a result of the Mark 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 Marks and the Mark Applications (and any service marks, trade names and trademarks issued as a result of the Mark 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 Security Agent has a security interest in the Marks and the Mark Applications listed on Schedule A hereto; as security for the Obligations (as defined in the Security Agreement) the Company hereby collaterally assigns to the Security Agent, and grants a security interest to the Security Agent in and to, all of the Company's right, title and interest in and to said Marks and the Mark Applications (and in any service marks, trade names and trademarks issued as a result of the Mark Applications); the Company agrees that it will not sell or assign any of the Marks or the Mark Applications without the prior written consent of the Security Agent; and the Company and the Security Agent request that the Commissioner of Patents and Trademarks record this document with respect to the Marks and the Mark Applications.

The Company hereby appoints the Security Agent 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 Security Agent may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). 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 Security Agent (or the Security Agent's designee in accordance with the terms hereof) and on the statements made therein.

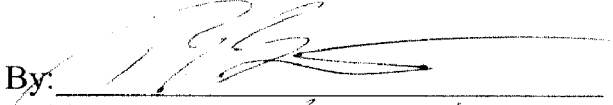
All capitalized terms used but not elsewhere defined in this Security Agreement (Trademarks) shall have the meanings ascribed to such terms in the Override Agreement, as appropriated. Except as expressly provided herein, the rights, remedies and obligations of the parties hereto are governed by the provisions 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 26th of July, 2002.

VOLEX INC.

BARCLAYS BANK PLC, in its capacity as
Security Agent

By: 

Name: T. L. PIACITELLI

Title: PRESIDENT

By: _____

Its

SECURITY AGREEMENT (TR

TRADEMARK
REEL: 002578 FRAME: 0281

EXECUTED as an instrument under seal this 20th of July, 2002.

VOLEX INC.

BARCLAYS BANK PLC, in its capacity as
Security Agent

By: _____
Name:
Title:

By: *Chen*
Its

WITNESS: *Cy O Sh*

NAME: CYRUS SAHIAN

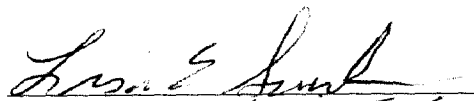
ADDRESS: LOVELL, ATLANTIC HOUSE, HOLBORN VIADUCT

OCCUPATION: TRAINEE SOLICITOR

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Then personally appeared before me the above-named Thomas Baratka, the President and Treasurer of Volex Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 26th day of July, 2002.


Notary Public *Lisa F. Sirovick*
My commission expires: *August 14, 2014*

SECURITY AGREEMENT (TR

TRADEMARK
REEL: 002578 FRAME: 0283

SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)
BETWEEN
VOLEX INC.
AND
BARCLAYS BANK PLC

TRADEMARK	COUNTRY	REG. NO.	REG. DATE
ADD-A-CORD	U.S.	1,132,629	4/8/80
AMERICAN ELECTRIC CORDSETS	U.S.	2,096,361	9/16/97
CORDS (Design)	U.S.	2,071,825	6/17/97
CORDS (Design)	U.S.	2,079,158	7/15/97
POWERBRITE	U.S.	2,103,857	10/07/97