

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, STAMFORD BRANCH		04/03/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	NEXBANK, SSB
Street Address:	13455 Noel Road, 22nd Floor
Internal Address:	Attn: Jeff Scott
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Mutual Savings Bank: TEXAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1713207	BURCLIFF INDUSTRIES
Registration Number:	1691163	WIREKRAFT
Registration Number:	3407344	E ECI
Registration Number:	1220515	NOMA
Registration Number:	1418887	NOMA
Registration Number:	1564321	NOMA EXPRESSIONS
Registration Number:	1789127	NOMA
Registration Number:	2062573	NOMA

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6175708764
 Email: rthomas@goodwinprocter.com
 Correspondent Name: Ryan E. Thomas - IP Administrator

CH \$215.00 1713207

Address Line 1: Exchange Place, 53 State Street
Address Line 2: Goodwin Procter LLP
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:

Ryan E. Thomas

Signature:

/Ryan E. Thomas/

Date:

04/03/2009

Total Attachments: 8

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ASSIGNMENT AND ASSUMPTION AGREEMENT

April 3, 2009

Reference is made to (i) the Amended and Restated Second Lien Credit Agreement, dated as of September 23, 2008 (the "Second Lien Credit Agreement"), by and among ELECTRICAL COMPONENTS INTERNATIONAL, INC. f/k/a Electrical Components International Holdings Company ("Borrower"), the guarantors party thereto ("Guarantors"), the lenders party thereto from time to time, UBS AG, STAMFORD BRANCH, as administrative agent (in such capacity, the "Second Lien Administrative Agent") and collateral agent (in such capacity, the "Second Lien Collateral Agent"), (ii) the Second Lien Security Agreement (the "Second Lien Security Agreement"), entered into by and among Borrower, the Guarantors, as pledgors, assignors and debtors, and the Second Lien Collateral Agent, (iii) the Joinder Agreement, dated as of February 16, 2007, pursuant to which Noma O.P., Inc. ("Noma") became a Guarantor under the Second Lien Credit Agreement and the Second Lien Security Agreement, (iv) the Second Lien Trademark Security Agreement, dated as of May 1, 2006 (the "Trademark Security Agreement"), entered into by Borrower, as successor-in-interest to Wire Harness Automotive, Inc. and Wire Harness Contractors, Inc., in favor of the Second Lien Collateral Agent, as supplemented by the Supplemental Trademark Security Agreement, dated as of September 23, 2008 (the "Supplemental Trademark Security Agreement"), entered into by Borrower in favor of the Collateral Agent, (v) the Second Lien Patent Security Agreement, dated as of May 1, 2006 (the "Patent Security Agreement"), entered into by Borrower, as successor-in-interest to Wire Harness Automotive, Inc. and Wire Harness Contractors, Inc., in favor of the Second Lien Collateral Agent, as supplemented by the Supplemental Patent Security Agreement, dated as of September 23, 2008 (the "Supplemental Patent Security Agreement"), entered into by Borrower in favor of the Second Lien Collateral Agent, and (vi) the Second Lien Trademark Security Agreement, dated as of February 16, 2007, entered into by Noma in favor of the Second Lien Collateral Agent (the "Noma Trademark Security Agreement," and together with the Trademark Security Agreement, the Supplemental Trademark Security Agreement, the Patent Security Agreement and the Supplemental Patent Security Agreement, the "Intellectual Property Security Agreements").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Second Lien Security Agreement, the Intellectual Property Security Agreements or the Assignment (defined below), as applicable.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded with the U.S. Patent and Trademark Office on May 15, 2006 at Reel/Frame No. 3310/0122, Borrower granted the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule I(A), and all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (other than Excluded Property);

WHEREAS, pursuant to the Patent Security Agreement which was recorded with the U.S. Patent and Trademark Office on May 16, 2006 at Reel/Frame No. 017619/0834, Borrower granted the Second Lien Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the all of the Patents listed on Schedule II(A), and all Proceeds of any and all of the foregoing (other than Excluded Property);

WHEREAS, pursuant to the Noma Trademark Security Agreement which was recorded with the U.S. Patent and Trademark Office on March 1, 2007 at Reel/Frame No. 3491/0180, Noma granted the Second Lien Collateral Agent a lien on and security interest in and to all of its right, title and

interest in, to and under all of the Trademarks listed on Schedule III, and all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (other than Excluded Property);

WHEREAS, pursuant to Supplemental Trademark Security Agreement which was recorded with the U.S. Patent and Trademark Office on September 24, 2008 at Reel/Frame No. 3858/0439, Borrower granted the Second Lien Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Trademarks listed on Schedule I(B), and all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (other than Excluded Property);

WHEREAS, pursuant to the Supplemental Patent Security Agreement which was recorded with the U.S. Patent and Trademark Office on September 24, 2008 at Reel/Frame No. 021570/0338, Borrower granted the Second Lien Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the all of the Patents listed on Schedule II(B), and all Proceeds of any and all of the foregoing (other than Excluded Property)

WHEREAS, on March 3, 2009, the Second Lien Collateral Agent (in such capacity, the "Resigning Agent") delivered a notice of resignation to the Lenders and the Borrower providing notice of its resignation as Second Lien Collateral Agent and Second Lien Administrative Agent pursuant to and in accordance with Section 9.06 of the Second Lien Credit Agreement, and in connection therewith, the Lenders appointed NEXBANK, SSB as successor Administrative Agent and successor Collateral Agent (in such capacities together, the "Successor Agent") pursuant to the Agency Assignment and Amendment Agreement, dated as of April 3, 2009 (the "Assignment");

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Resigning Agent and the Successor Agent hereby agree as follows:

The Resigning Agent hereby irrevocably assigns to the Successor Agent without recourse, and the Successor Agent hereby assumes from the Resigning Agent, the interest in and to the Resigning Agent's rights and obligations under the Intellectual Property Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption Agreement shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption Agreement, it will be delivered to the Successor Agent for recording by the Successor Agent pursuant to the Second Lien Security Agreement and the Intellectual Property Security Agreements with the United States Patent and Trademark Office.

From and after the Effective Date, (a) the Successor Agent shall be a party to the Second Lien Security Agreement and the Intellectual Property Security Agreements and shall have the rights and obligations of the Second Lien Collateral Agent thereunder and under the other Loan Documents and shall be bound by the provisions thereof, and (b) the Resigning Agent shall relinquish its rights and be released from its obligations under the Second Lien Security Agreement and the Intellectual Property Security Agreements.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

NEXBANK, SSB,
as Successor Agent

By: _____
Name:
Title:

Jeff Scott 4/3/2009

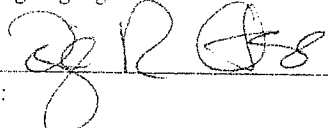
Jeff Scott
Vice President
NexBank, SSB

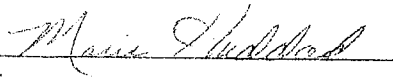
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Accepted:

UBS AG, STAMFORD BRANCH

as Resigning Agent

By: 
Name: Irja R. Otsa
Title: Associate Director
Banking Products Services, US 9/3/2009

By: 
Name: Marie A. Haddad
Title: Associate Director
Banking Products Services, US 9/3/2009

Assignment and Assumption Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

NEXBANK, SSB,
as Successor Agent

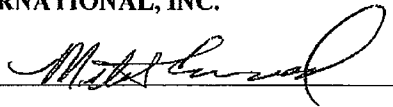
By: _____
Name:
Title:

Accepted:

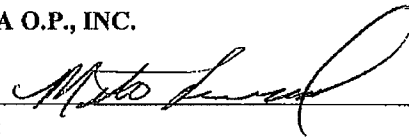
UBS AG, STAMFORD BRANCH
as Resigning Agent

By: _____
Name:
Title:

**ELECTRICAL COMPONENTS
INTERNATIONAL, INC.**

By:  4/23/2009
Name:
Date:

NOMA O.P., INC.

By:  4/23/2009
Name:
Date:

NY\1508447

SCHEDULE I
to
ASSIGNMENT AND ASSUMPTION AGREEMENT

ELECTRICAL COMPONENTS INTERNATIONAL, INC.
TRADEMARK AND SERVICE MARK APPLICATIONS & REGISTRATIONS

Schedule I(A) - Reel/Frame: 3310/0122

Trademark	Reg. No.	Reg. Date
BURCLIFF INDUSTRIES	1713207	09/08/1992
WIREKRAFT	1691163	06/09/1992

Schedule I(B) -- Reel/Frame: 3858/0439

Trademark	Reg. No.	Reg. Date
BURCLIFF INDUSTRIES	1713207	09/08/1992
WIREKRAFT	1691163	06/09/1992
E ECI	3407344	04/01/2008

SCHEDULE II
to
ASSIGNMENT AND ASSUMPTION AGREEMENT

ELECTRICAL COMPONENTS INTERNATIONAL, INC.
PATENTS AND PATENT APPLICATIONS

Schedule II(A) -- Reel/Frame: 017619/0834

Title	Patent No.	Issuc Date
DEFROST HEATER FOR COOLING APPLIANCE	5552581	09/03/1996
DEFROST HEATER WITH SPIRAL VENT	5545878	08/13/1996
DEFROST HEATER END CAP	6140623	10/31/2000

Schedule II(B) -- Reel/Frame: 021570/0338 and Corrective Reel/Frame: 022427/0136

Title	Patent No.	Issuc Date
DEFROST HEATER FOR COOLING APPLIANCE	5552581	09/03/1996
DEFROST HEATER WITH SPIRAL VENT	5545878	08/13/1996
DEFROST HEATER END CAP	6140623	10/31/2000

SCHEDULE III
to
ASSIGNMENT AND ASSUMPTION AGREEMENT

NOMA O.P., INC.

TRADEMARK AND SERVICE MARK APPLICATIONS & REGISTRATIONS

Reel/Frame: 3491/0180

Trademark	Reg. No.	Reg. Date
NOMA	1220515	12/21/1982
NOMA	1418887	12/02/1986
NOMA EXPRESSIONS	1564321	11/07/1989
NOMA	1789127	08/24/1993
NOMA	2062573	05/20/1997

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