

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MORTGAGE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Components Corporation		02/29/2008	CORPORATION: ILLINOIS
ELPAC Electronics, Inc.		02/29/2008	CORPORATION: CALIFORNIA
ELPAC China Holdings, Inc.		02/29/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	RBS Citizens, N.A.
Street Address:	71 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2375229	
Registration Number:	2111685	TAKECHARGE
Registration Number:	2073545	TAKECHARGE
Registration Number:	3348556	ELPAC POWER SYSTEMS
Serial Number:	76230876	POWER +
Serial Number:	76230875	POWER PLUS
Serial Number:	76032742	POWERPLATFORM
Serial Number:	76127118	POWERPLATFORM.COM
Serial Number:	76527640	QUIK PIK
Serial Number:	78968452	VVT

CORRESPONDENCE DATA

900132692

**TRADEMARK
 REEL: 003977 FRAME: 0368**

CH \$265.00 2375229

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	38116.00.0003
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	04/27/2009

Total Attachments: 14
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PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") is made as of this 29th day of February, 2008, by INTERNATIONAL COMPONENTS CORPORATION, an Illinois corporation, ELPAC ELECTRONICS, INC., a California corporation and ELPAC CHINA HOLDINGS, INC., a California corporation (collectively, "Mortgagor"), in favor of RBS Citizens, N.A., a national banking association ("Mortgagee");

WITNESSETH:

WHEREAS, Mortgagor, Fabricators International Limited, a limited company organized under the Companies Ordinance of Hong Kong ("FIL"), International Components Corporation (Europe) Limited, a private limited company organized under the Companies Act 1985 of the United Kingdom ("ICC Europe"), Elpac Electronics (Shenzhen) Company Limited, a limited company organized under the laws of the People's Republic of China ("Elpac China"), International Components Corporation LTD., a limited company organized under the Companies Ordinance of Hong Kong ("ICCL"); and together with Mortgagor, ICC Europe, FIL and Elpac China, each a "Loan Party" and collectively, the "Loan Parties"), and Mortgagee are parties to a certain Loan and Security Agreement (as amended, modified or restated from time to time, the "Loan Agreement") and other related loan documents, each of even date herewith (collectively, with the Loan Agreement, the "Loan Documents"), which Loan Documents provide for (i) the Mortgagee to extend credit from time to time to or for the account of Mortgagor and (ii) the grant by the Loan Parties to Mortgagee of a security interest in certain of each Loan Party's assets, including, without limitation, Mortgagors' patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses, if any; and

WHEREAS, in order to secure all of the Liabilities (as such term is defined in the Loan Agreement), the Mortgagee has required Mortgagor to execute this Mortgage in favor of Mortgagee.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Loan Parties' Liabilities, Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an Event of

Default, in all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired, if any:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) no Patent, Trademark or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark or License been canceled, in whole or in part and each such Patent, Trademark and License is presently subsisting;

(ii) each Patent, Trademark and License material to the Mortgagor's business is valid and enforceable in all material respects;

(iii) Mortgagor (or together with subsidiaries of Mortgagor which have executed similar grants of security interest to Mortgagee) is the sole and exclusive owner of the entire and unencumbered right, title and interest as they may appear in and to each Patent, Trademark and License, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons, except for the lien of this Mortgage, Permitted Liens and the terms of the documents evidencing or creating the Patents, Trademarks and Licenses;

(iv) Mortgagor has adopted, used and is currently using all of the Trademarks, except where such failure is not reasonably likely to have a Material Adverse Effect;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(vi) Mortgagor has the corporate power and authorization to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Mortgagor agrees that until all the Loan Parties' Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license or sublicense under the Patents, Trademarks or Licenses, or enter into any other similar agreement with respect to the Patents, Trademarks or Licenses, and Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would otherwise adversely affect the validity of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by Mortgagor. If, before all the Loan Parties' Liabilities shall have been satisfied in full or before the Loan Documents have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Notwithstanding the foregoing, such provisions shall not apply with respect to any rights granted to Mortgagor under any License by any Person which does not permit the encumbrance of such rights. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) the payment in full of all Loan Parties' Liabilities and the termination of the

Loan Documents. Mortgagor agrees that upon the occurrence of an Event of Default and during the continuance thereof, the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Grant of License to Mortgagor. Unless and until an Event of Default shall have occurred and be continuing, Mortgagee hereby grants back to Mortgagor the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Mortgagor's own benefit and account and for none other. Mortgagor shall use the Trademarks only on goods of at least as high quality as the goods on which Mortgagor or its predecessor used the goods prior to the date hereof. Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 7 outside of the ordinary course of business, without the prior written consent of Mortgagee. From and after the occurrence of an Event of Default and during the continuance thereof, Mortgagor's license with respect to the Patents, Trademarks and Licenses set forth in this Section 7 shall terminate upon receipt by Mortgagor of written notice of such termination from Mortgagee, and Mortgagee shall have, in addition to all other rights and remedies given it by this Mortgage, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

8. Mortgagee's Right to Inspect. Subject to the terms and conditions of the Loan Agreement, Mortgagee shall have the right, at any time and from time to time during normal business hours, upon prior reasonable notice, and prior to payment in full of all the Loan Parties' Liabilities and termination of the Loan Documents, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default and during the continuance thereof, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred and be continuing, Mortgagee agrees to hold confidential and not disclose or use any information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Mortgage, the release of the mortgage herein and such reassignment of the Patents, Trademarks or Licenses, as applicable, unless such termination is due to an Event of Default.

9. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of all the Loan Parties' Liabilities and termination of the Loan Documents, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Loan Documents.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the amount of the Mortgagor's Liabilities and shall bear interest at the rate for Revolving Loans.

11. Duties of Mortgagor. Mortgagor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all the Loan Parties' Liabilities shall have been paid in full and the Loan Documents have been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee, except where consistent with reasonably responsible business and legal practices and except where such failure is not reasonably likely to have a Material Adverse Effect.

12. Mortgagee's Right to Sue. After an Event of Default and during the continuance thereof, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, (but without power to create personal liability for Mortgagor with third parties) with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all the Loan Parties' Liabilities shall have been paid in full and the Loan Documents have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Illinois.

17. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Documents.

(Signature page follows)

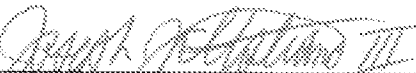
(Signature Page to Patent, Trademark and License Mortgage)

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee, as of the date first written above.

INTERNATIONAL COMPONENTS CORPORATION, an Illinois corporation

By: 
Name: Stephen M. McClure
Title: President and CEO

ELPAC ELECTRONICS, INC., a California corporation

By: 
Title: CFO, Secretary and Treasurer

ELPAC CHINA HOLDINGS, INC., a California corporation

By: 
Name: Joseph J. Italiano III
Title: Secretary and Treasurer

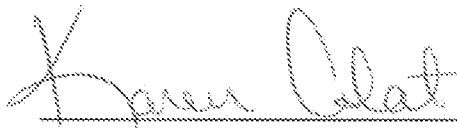
Agreed and Accepted as of the date first written above.

RBS CITIZENS, N.A., a national banking association

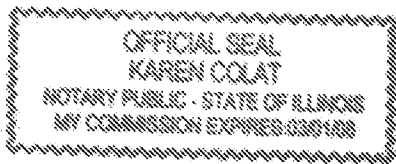
By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

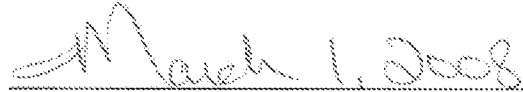
The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 29th day of February, 2008, by Joseph J. Italiano, III. personally known to me to be the Chief Financial Officer of International Components Corporation, an Illinois corporation, on behalf of such corporation and the CEO of Elpac Electronics, Inc., a California corporation, on behalf of such corporation and the CEO of Elpac China Holdings, Inc., a California corporation ("Elpac Holdings"), having its principal place of business at 1562 Reynolds Avenue, Irvine, CA 92614.



Notary Public



My Commission expires:



THIS INSTRUMENT PREPARED BY AND
AFTER FILING RETURN TO:

Matthew O'Connor, Esq.
Vedder Price P.C.
222 North LaSalle Street
Chicago, Illinois 60601

(Signature Page to Patent, Trademark and License Mortgage)

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee, as of the date first written above.

INTERNATIONAL COMPONENTS CORPORATION, an Illinois corporation

By: _____
Name: _____
Title: _____

ELPAC ELECTRONICS, INC., a California corporation

By: _____
Its: _____

ELPAC CHINA HOLDINGS, INC., a California corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted as of the date first written above.

RBS CITIZENS, N.A., a national banking association

By: *Leanne Medina*
Name: Leanne Medina
Title: AVP

EXHIBIT A

Patents

Country	Title	Patent No.	Inventor	Issue Date
United States	Low Cost Battery Sensing Technique	5,821,730	Drapkin, Alexander	8/18/97
United States	Modular Battery Charger System having a pluggable Charging Module	5,635,814	Afzal et. al.	6/3/97
United States	Microcontrolled Battery Charger (continued)	6,002,237	Gaza, Brian	12/14/99
United States	Microcontrolled Battery Charger	5,764,030	Gaza, Brian	6/9/98
United States	Electrical Plug having Pivotal Blade Assembly	6,062,880	Gaza, Brian	5/16/00
United States	Microcontrolled Battery Charger	5,998,966	Gaza, Brian	12/7/99
United States	Folding Blade Assembly	D428,862	Queffelec et. al.	8/01/00
United States	Cellular Phone Holder	D438,536	Willison et. al.	3/6/01
United States	Base for a Cellular Phone	D440,215	Willison et. al.	4/10/01
United States	Charge Termination Circuit	6,456,046	Gaza, Brian	9/24/02
United States	Plug insertable into a vehicle lighter receptacle and having electronic components and a circuit board therein	5,170,067	Baum et. al.	12/8/92

Pending Patent Applications

Country	Title	Serial No.	Inventor	Filing Date
United States	Battery Charge Indicator	60/514,337		10/24/03
United States	Battery Charger Housing	29/195,426		12/11/03
United States	Housing for Cigarette Lighter Adapter or Accessory Adapter Plug	10/833,536		4/28/04
United States	Battery Charger Indicator	10/732,942		12/11/03
United States	Parallel battery charger	10/863,920		6/9/04
United States	Battery charger with dual use microprocessor	10/897,285		7/22/04
United States	Pseudo constant current multiple cell battery charger configured with a parallel topology battery cell size detection method	10/896,654		7/22/04

EXHIBIT B

Trademarks

Country	Trademark	Registration No.	Registration Date
United States	Design of Circle with Red Dot	2,375,229	8/8/00
United States	TakeCharge	2,111,685	11/11/97
United States	TakeCharge and Design	2,073,545	6/24/97
United States	Design with International Components Corporation	IL 069931	2/13/92
United States	Design of Circle with Red Dot	IL 070658	6/15/92
United States	Elpac Power Systems	3,348,556	2/4/07

Pending Trademark Applications

Country	Trademark	Application No.	Filing Date
United States	Power +	76/230,876	3/26/01
United States	Power Plus	76/230,875	3/26/01
United States	POWERPLATFORM	76/032,742	4/24/00
United States	POWERPLATFORM.COM	76/127,118	11/30/00
United States	QUIK PIK	76/527,640	3/23/04

Notice of Allowance

Country	Trademark	Application No.	Filing Date
United States	VVT (standard character mark)	78/968452	12/11/07

Foreign Trademarks

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
Brazil	Quik Pik	820546852	12/14/99
Brazil	Design of Circle with Red Dot	820546844	10/24/00
Brazil	TakeCharge	820546879	12/14/99
Brazil	Plug N' Forget	820546860	12/14/99

Pending Trademark Applications

Country	Trademark	Application No.	Filing Date
Brazil	International Components and Circle with Red Dot Design	Brazil 822248190	12/2/99

EXHIBIT C

[TO BE UPDATED BY BORROWERS]

LICENSE AGREEMENTS

NONE