

06-16-2000



101383338

RECORDATIC
TRADE

of Patents and Trade.

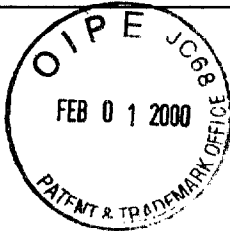
03-03-2000



101280889

U.S. Department of Commerce
Patent and Trademark Office

or copy thereof.



MD 2-1-00

1. Name of conveying party(ies):

Coleman Cable Systems, Inc.
Baron Wire & Cable Corp.
DeKalb Works Company
Riblet Products Corporation
Oswego Wire Incorporated
Wire Equipment Company, 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: December 30, 1999

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

Name: ING (U.S.) Capital LLC
as Administrative Agent

Internal Address:

Street Address: 55 East 52nd Street

City: New York State: NY ZIP: 10055

Country:

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

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 attached list

B. Trademark No.(s)

See attached list

490905

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver
Internal Address: Mayer, 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): \$1140.00 *Paid @ time of filing*
 Enclosed (Check No. 18225) *\$75.00 enclosed check No.*
 Authorized to be charged to deposit account

8. Deposit account number:

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

06/16/2000 JSHABAZZ 00000148 490905

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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

February 1, 2000
Date

Total number of pages comprising cover sheet and document attachments: 8

03/02/2000 DNGUYEN 00000251 490905

01 FC:481
02 FC:482

40.00 DP
1100.00 DP

Item A. TrademarksRegistered Trademarks

I. Coleman Cable Systems, Inc.

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	Aim Rite	TMA490905	3/4/98
Canada	Mighty Boost	485999	11/20/97
Canada	Polaire/Solaire	434835	10/21/94
Canada	Polar/Solar	434834	10/21/94
1 USA	Aim Rite	2064554	5/27/97
2 USA	American Contractor	2067810	6/3/97
3 USA	Booster Bag Design	1906870	7/18/95
4 USA	Booster In A Bag	1715348	9/15/92
5 USA	Cable	1547192	7/11/88
6 USA	CC Logo	1625700	12/4/90
7 USA	Coilex	1585457	9/1/81
8 USA	Coilite	1585505	9/1/81
9 USA	Colflex	1702995	1/1/90
10 USA	Compact 600	1658044	7/1/83
11 USA	Corra/Clad	1459814	10/6/87
12 USA	Corra/Grip	1475760	2/9/88
13 USA	Fire/Clad	1832052	1/1/93
14 USA	Flexi-Rib	1407478	9/2/86
15 USA	Foot-Print	1511497	11/8/88
16 USA	Interflex	1548094	7/18/89
17 USA	Interflex and Design	1552667	8/22/89
18 USA	Lite-Streamer	1621062	11/6/90
19 USA	Luma-Site	1681095	3/31/92
20 USA	Metal Clad Squared (Stylized)	1694049	6/16/92
21 USA	Mighty Boost	2015280	11/12/96
22 USA	Plencote	1580087	1/30/90
23 USA	Plencote II	1580088	1/30/90
24 USA	Polar Solar	2054738	4/22/97
25 USA	Polar Solar (Stylized)	1510732	11/1/88
26 USA	Polar-Rig 125	1622211	11/13/90
27 USA	Polyflex	1518740	1/3/89
28 USA	Power Station	1459880	10/6/87
29 USA	Quadnector	1269706	3/13/84
30 USA	Ready/Clad	1340358	6/11/85
31 USA	Road Power	1796892	10/5/93
32 USA	Seoprene	1176273	11/3/81
33 USA	Sidekick	1542327	6/6/89
34 USA	Sigma/Clad	1579927	1/30/90
35 USA	Signa/Pac	1596357	5/15/90
36 USA	Signal	1620924	11/6/90
37 USA	Span-O-Lite	1599485	6/5/90
38 USA	T*Prene	1618513	10/23/90

	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
39	USA	Tri-Source	1855642	9/27/94
40	USA	Trinector	1274941	4/24/84
	Canada	Road Power	477452	6/10/97
	S. Korea	Plencote	388305	12/26/97
	S. Korea	Signal	388306	12/26/97
	S. Korea	Soundsational	388307	12/26/97

Pending Trademark Applications

1. Coleman Cable Systems, Inc.

	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
41	USA	American Mechanic	75/356041	9/12/97
42	USA	CC Design	75/59251	11/20/98
43	USA	U-Lock	75/329103	7/23/97
44	USA	Wiring the World	75/503520	6/16/98
45	USA	Wiring the World	75/503262	6/16/98

Trademark Applications in Preparation

1. Coleman Cable Systems, Inc.

	<u>Country</u>	<u>Expected Trademark</u>	<u>Docket No.</u>	<u>Filing Date</u>	<u>Products/ Services</u>
46	USA	Dog Tag	45952	3/1/99	Extension Cords
47	USA	Siglan	45951	3/1/99	Voice and Data Cable
48	USA	Soundsational Signal	45490		Home Theatre Cables

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensors</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 1999, is made by COLEMAN CABLE SYSTEMS, INC., a Delaware corporation ("Cable" and a "Grantor"), BARON WIRE & CABLE CORP., an Illinois corporation ("Baron" and a "Grantor"), DEKALB WORKS COMPANY, an Illinois corporation ("DeKalb" and a "Grantor"), RIBLET PRODUCTS CORPORATION, a Delaware corporation ("Riblet" and a "Grantor"), OSWEGO WIRE INCORPORATED., a Texas corporation ("Oswego" and a "Grantor") WIRE EQUIPMENT COMPANY, INC. ("Wire", a "Grantor" and collectively with Cable, Baron, DeKalb, Riblet and Oswego, the "Grantors"), in favor of ING (U.S.) CAPITAL LLC ("ING Barings"), in its capacity as Administrative Agent for each of the Secured Parties

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of December 30, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Subsidiary Guarantors, the Lenders and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Company; and

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered that certain Subsidiary Pledge and Security Agreement, dated as of December 30, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), among the Grantors and ING Barings;

WHEREAS, as a condition precedent to the making of the Loans (including the initial Loans) under the Credit Agreement and pursuant to Section 4.6(e) of the Security 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 has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders to make Loans (including the initial Loans) to the Company pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Interest Rate Protection Agreements, each Grantor agrees, for the benefit of each Secured Party, as follows:

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

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, 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 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 other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to any Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each 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. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Administrative Agent shall, at the applicable Grantor's expense, execute and deliver to such Grantor all instruments and other documents as may be necessary or proper to release the Lien on the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each 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. Basic Document, etc. This Agreement is a Basic 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.

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.

COLEMAN CABLE SYSTEMS, INC.

By _____
Title: _____

BARON WIRE & CABLE CORP.

By _____
Title: _____

DEKALB WORKS COMPANY

By _____
Title: _____

RIBLET PRODUCTS CORPORATION

By _____
Title: _____

OSWEGO WIRE INCORPORATED

By _____
Title: _____

WIRE EQUIPMENT COMPANY, INC.

By _____
Title: _____

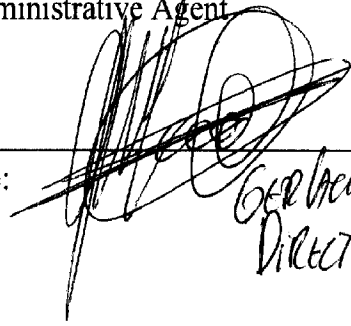
ING (U.S.) CAPITAL LLC
as Administrative Agent

By _____
Title: _____

ING (U.S.) CAPITAL LLC
as Administrative Agent

By _____

Title: _____



Gerbert Jacobs
DIRECTOR

to Trademark Security Agreement

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<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Trademark Applications in Preparation

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USA	Siglan	45951	3/1/99	Voice and Data Cable
USA	Soundsational Signal	45490		Home Theatre Cables

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					

D/\$

MAYER, BROWN & PLATT

1909 K STREET, N.W.

WASHINGTON, D.C. 20006-1101

MAIN TELEPHONE
202-263-3000
MAIN FAX
202-263-3300

WRITER'S DIRECT DIAL:
(202) 263-3332



May 18, 2000

VIA HAND DELIVERY

Tara Washington, Examiner
Assignment Branch
United States Patent and Trademark Office
Box Assignments
CG-4
1213 Jefferson Davis Highway
Suite 320
Arlington, Virginia 20231

Re: Trademark Security Agreement
Document ID NO: 101280889A

Dear Ms. Washington:

Enclosed is the Notice of Non-Recordation (Document ID NO: 101280889A), Document Cover Sheet, and Trademark Security Agreement that you examined. I have recounted the number of US Trademarks and Pending Trademarks listed and have repeatedly come up with 48 (I have numbered them on the attachment to the cover sheet). According to my calculations, the recordation fee should be \$1,215.00, \$1,140.00 of which was paid at the time of the original filing. I have enclosed a check for \$75.00. Please record this document.

If you have any questions, do not hesitate to contact me at the number above. Thank you for your assistance.

Very truly yours,

Nora A. Whitescarver
Legal Assistant

Enclosure