FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECC 09-20-2000 IEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼

101463355

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Anicom, Inc.

9-8-00

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Illinois
☐ Other

If assignee is not domiciled in the United States, a domestic represetative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Trademark Collateral Agreement

Execution Date:

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

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? ☐ Yes ☐ No

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

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW
Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....$ 240.00

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

09/19/2000 MTHAI1 00000218 1498336

01 FC:481 40.00 OP
02 FC:482 250.00 OP

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.

Gregory T. Pealer
Name of Person Signing

Signature

September 6, 2000
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002141 FRAME: 0668

TRADEMARK COLLATERAL AGREEMENT

This 31st day of August, 2000. Anicom, Inc., a Delaware corporation (*"Assignor"*) with its principal place of business and mailing address at 6133 North River Road, Suite 1000, Rosemont, Illinois 60018-5171, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation (*"Harris Bank"*) with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690, acting as agent hereunder for the various lenders pursuant to that certain Multicurrency Credit Agreement dated as of December 17, 1999 by and among the Assignor, Bank One, NA, individually and as Syndication Agent, Harris Bank, individually and as Agent, and the lenders identified therein (said Harris Bank acting as such agent and any successor or successors to Harris Bank acting in such capacity being hereinafter referred to as the *"Assignee"*), and grants to Assignee a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Assignor as set out in that certain Security Agreement dated as of December 17, 1999 by and between Assignor and Assignee (the *"Agreement"*).

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

Nothing contained in this Trademark Collateral Agreement, nor the execution, delivery and recordation thereof, shall in any manner impair any security interests on liens heretofore created in favor Assignee or any rights or remedies of Assignee with respect to such security interests and liens.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

(CORPORATE SEAL)

ATTEST:

Its Asst Secretary

Gregory E Fix
(Type or Print Name)

ANICOM, INC.

By

Its VP & CFO

Daniel J Distel
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By

Its Vice President

(Type or Print Name)

TRADEMARK
REEL: 002141 FRAME: 0670

Nothing contained in this Trademark Collateral Agreement, nor the execution, delivery and recordation thereof, shall in any manner impair any security interests on liens heretofore created in favor Assignee or any rights or remedies of Assignee with respect to such security interests and liens.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

ANICOM, INC.

(CORPORATE SEAL)

By _____

Its _____

ATTEST:

_____

Its _____ Secretary

_____

(Type or Print Name)

_____

(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By _____

Its Vice President

Sandra J. Sanders- Vice President

(Type or Print Name)

TRADEMARK
REEL: 002141 FRAME: 0671

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Donna J. Wadzita a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel J. Distel, Vice President and Chief Financial Officer of Anicom, Inc., a Delaware corporation, and Gregory E. Fix, Assistant Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, Chief Financial Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31st day of August, 2000.

(NOTARIAL SEAL)

OFFICIAL SEAL
DONNA J. WADZITA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-1-2001

Donna J. Wadzita
Donna J. Wadzita, Notary Public

My Commission Expires: March 1, 2001

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, CAROLE A FLISNIK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SANDRA J. SANDERS, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31ST day of AUGUST, 2000.

Carole A Flisnik
Notary Public

(NOTARIAL SEAL)

CAROLE A FLISNIK
(Type or Print Name)

My Commission Expires:

OFFICIAL SEAL
CAROLE A FLISNIK
Notary Public, State of Illinois
My Commission Exp. 03/24/2003

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

Federal Trademark Registrations and Trademark Applications
Anicom, Inc.

MARK	REG. NO.	STATUS
NORTHERN WIRE & CABLE	1,498,336	REGISTERED AUGUST 2, 1988. SECTION 8 & 15 DECLARATION ACCEPTED AUGUST 22, 1994.
NORTHFLEX	1,703,031	REGISTERED JULY 28, 1992.
CFC	2,042,246	REGISTERED MARCH 4, 1997.
RAPI-CHANGE	2,149,590	REGISTERED APRIL 7, 1998.

Federal Trademark Registrations
Anicom, Inc.
U.S. Trademark Registrations

MARK	SERIAL NO.	STATUS
UNITED STATES		
ANICOM	1,748,220	REGISTERED ON JANUARY 26, 1993.
ANICOM AND DESIGN	1,751,118	REGISTERED ON FEBRUARY 9, 1993.
EXACPAC	1,786,596	REGISTERED ON AUGUST 10, 1993.

Anicom, Inc.
U.S. Trademark Registration cont'd

MARK	SERIAL NO.	STATUS
ANICOM, INC. MULTIMEDIA WIRING SYSTEMS AND DESIGN (Disclaims exclusive right term" Multimedia Wiring Systems and Inc."	75/116,188	REGISTERED ON MARCH 23, 1999.
A-TRADE		
THE DISTRIBUTION SOLUTION FOR VOICE, VIDEO, DATA AND POWER	75/844,723	FILED NOVEMBER 9, 1999.
INTERCONNECT THE INTERNET	75/898,507	FILED JANUARY 19, 2000.
ANICOM MULTIMEDIA TECHNOLOGY	75/039,670	FILED JUNE 2, 2000.

TRADEMARK
REEL: 002141 FRAME: 0675

Common Law Marks and Trade Names

None

Registered State Trademarks and Trademark Applications

None

Registered Foreign Trademarks and Trademark Applications

Canadian Trademark Reg.

See Attached Chart

TRADEMARK
REEL: 002141 FRAME: 0676

CANADIAN TRADEMARK REG.

MARK	SERIAL OR REG. NO.	STATUS
Canada		
CFC	TMA 526,854	Registered April 19, 2000
Northflex	TMA 441,950	Registered April 14, 1995
Rapi-Change	TMA 512,589	Registered June 30, 1999

TRADEMARK
REEL: 002141 FRAME: 0677

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

Trademark Licenses

None