01-26-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

101595322

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

1-25-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [ ] New
- [XX] Resubmission (Non-Recordation) Document ID # 101510043
- [ ] Correction of PTO Error Reel # ____ Frame # ____
- [ ] Corrective Document Reel # ____ Frame # ____

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 1 31 00

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 1 31 00

Name: Insteel Industries, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization: North Carolina corporation

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 101 North Tryon Street

Address (line 2): NC1-001-15-04

Address (line 3): Charlotte (City) North Carolina USA (State/Country) 28255 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [X] Other: a National Banking Association
- [ ] Citizenship/State of Incorporation/Organization:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

01/26/2001 ALLAH2 00000104 1118626

01 FC:481 40.00 OP
02 FC:482 375.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name: R. Malloy McKeithen, Esq.

Address (line 1): Smith Helms Mulliss & Moore, L.L.P.

Address (line 2): 201 North Tryon Street

Address (line 3): Charlotte, North Carolina 28202

Address (line 4):

Correspondent Name and Address

Area Code and Telephone Number: 704-343-2104

Name: Terry L. Witcher, Legal Assistant

Address (line 1): Smith Helms Mulliss & Moore, L.L.P.

Address (line 2): 201 North Tryon Street

Address (line 3): Charlotte, North Carolina 28202

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 42

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1118626		
			1871001		

Number of Properties

Enter the total number of properties involved. # 9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 175.00 additional fees

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

R. Malloy McKeithen	R. Malloy McKeithen	1/24/01 (for resubmission)
Name of Person Signing	Signature	Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date: Month 1 Day 31 Year 00

Name: Florida Wire and Cable, Inc.

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other:

☐ Citizenship State of Incorporation/Organization: Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 101 North Tryon Street

Address (line 2): NC1-001-15-04

Address (line 3): Charlotte (City) North Carolina USA (State/Country) 28255 (Zip Code)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☒ Other: a National Banking Association

☐ Citizenship/State of Incorporation/Organization:

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			574556		
			1150782		
			1306805		
			1325434		
			1338773		
			1348865		
			1879107		

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

11-08-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

HRD
10-18-00

101510043

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

10-18-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 1 31 00

Conveying Party

[X] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 1 31 00

Name: Insteel Industries, Inc.

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [ ] Citizenship/State of Incorporation/Organization: North Carolina corporation

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 101 North Tryon Street

Address (line 2): NC1-001-15-04

Address (line 3): Charlotte (City) North Carolina, USA (State/Country) 28255 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [X] Other: a National Banking Association
- [ ] Citizenship/State of Incorporation/Organization:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

11/07/2000 DBYRNE 00000155 1118626

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name: R. Malloy McKeithen, Esq.

Address (line 1): Smith Helms Mulliss & Moore, L.L.P.

Address (line 2): 201 North Tryon Street

Address (line 3): Charlotte, North Carolina 28202

Address (line 4):

Correspondent Name and Address

Area Code and Telephone Number: 704-343-2104

Name: Terry L. Witcher, Legal Assistant

Address (line 1): Smith Helms Mulliss & Moore, L.L.P.

Address (line 2): 201 North Tryon Street

Address (line 3): Charlotte, North Carolina 28202

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 42

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1118626		
			1871001		

Number of Properties

Enter the total number of properties involved. # 9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 240.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

R. Malloy McKeithen, Esq.	R. Malloy McKeithen	10/17/00
Name of Person Signing	Signature	Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date: Month 1 Day 31 Year 00

Name: Florida Wire and Cable, Inc.

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other:

☐ Citizenship State of Incorporation/Organization: Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 101 North Tryon Street

Address (line 2): NC1-001-15-04

Address (line 3): Charlotte (City) North Carolina, USA (State/Country) 28255 (Zip Code)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☒ Other: a National Banking Association

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☐ Citizenship/State of Incorporation/Organization:

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			574556		
			1150782		
			1306805		
			1325434		
			1338773		
			1348865		
			1879107		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this January 31, 2000, by **EACH OF THE UNDERSIGNED** (each a "Grantor" and collectively the "Grantors") in favor of **BANK OF AMERICA, N.A.,** a national banking association organized and existing under the laws of the United States, as Agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

WITNESSETH:

WHEREAS, the Secured Parties have agreed to provide to Insteel Industries, Inc. (the "Borrower" and a "Grantor") a certain term loan facility and a revolving credit facility with a letter of credit sublimit, pursuant to the Credit Agreement dated as of January 31, 2000 among the Borrower, the Agent and the Lenders (as from time to time amended, revised, modified, supplemented, or amended and restated, the "Credit Agreement"); and

WHEREAS, each Grantor will materially benefit from the Loans and Advances to be made, and the Letters of Credit to be issued, under the Credit Agreement; and

WHEREAS, each Grantor that is a Subsidiary of the Borrower has entered or will enter into a Facility Guaranty; and

WHEREAS, as collateral security for payment and performance of the Obligations (as defined in the Credit Agreement) and the obligations of the Grantors under the Loan Documents, each Grantor is willing to grant to the Agent for the benefit of the Secured Parties a security interest in the assets described herein; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor is required to enter into this Agreement;

NOW, THEREFORE, in order to induce the Secured Parties to enter into the Loan Documents and to make Loans and Advances and issue Letters of Credit and in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Grant of Security.** Each Grantor hereby grants a security interest in and collaterally assigns to the Agent, for the benefit of the Secured Parties, all of the following (collectively, the "Collateral"):

(a) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign patents and patent applications (including without limitation the patents and patent applications identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present

and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(b) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark, trade name, trade dress, registration and application identified in Schedule II attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Trademarks");

(c) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications (including without limitation the copyrights and copyright applications identified on Schedule III attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) all license agreements regarding Patents, Trademarks or Copyrights with any other party, whether such Grantor is a licensor or licensee under any such license agreement (including without limitation the licenses listed on Schedule IV attached hereto and incorporated herein by reference), and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses")); and

(e) all proceeds of any of the foregoing.

In addition, each Grantor has executed in blank and delivered to the Agent an assignment of licenses and federally registered patents, trademarks and copyrights (the "IP Assignment") owned by it in the form of Exhibit A hereto. Each Grantor hereby authorizes the Agent to complete as Assignee and record with the United States Patent and Trademark Office (the "Patent and Trademark Office") and the United States Copyright Office (the "Copyright Office") each IP Assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

TRADEMARK
REEL: 002220 FRAME: 0307

2. **Security for Obligations.** The security interests granted under this Agreement (the "Security Interests") by each Grantor secure the payment of all Obligations (as defined in the Credit Agreement) and all obligations of such Grantor under, in respect of or in connection with this Agreement, the Facility Guaranty and each other Loan Document to which such Grantor is or becomes a party (all such Obligations and other obligations being referred to collectively as the "Secured Obligations").

The Security Interests granted by this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, in other assets of each Grantor pursuant to the other Loan Documents.

3. **Collateral Assignment**. In addition to, and not in limitation of, the grant of the Security Interests in the Patents, Trademarks, Copyrights and Licenses in Section 1 above, each Grantor hereby grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Secured Parties, the Grantor's entire right, title and interest in and to the Patents, Trademarks, Copyrights and Licenses; provided, that such grant, assignment, transfer and conveyance shall become effective only at the election of the Agent after the occurrence of an Event of Default that is continuing at the time of such election. Each Grantor hereby agrees that after the effectiveness of such grant, assignment, transfer and conveyance of any of the Patents, Trademarks, Copyrights and License, the use by the Agent of any of such Patents, Trademarks, Copyrights and Licenses shall be without any liability for royalties or other related charges from the Agent to any Grantor.

4. **Further Assurances.**

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable in the Agent's determination, or that the Agent may reasonably request, in order to (i) continue, perfect and protect any Security Interest granted or purported to be granted hereby, (ii) perfect the Agent's (for the benefit of the Secured Parties) Security Interest in and assign to the Agent, for the benefit of the Secured Parties, as security for the repayment and satisfaction of the Secured Obligations, all Collateral located in any foreign jurisdiction, and (iii) enable the Agent, for the benefit of the Lenders, to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file (with the appropriate governmental offices, authorities, agencies and regulatory bodies in the United States and any applicable foreign jurisdiction) such supplements to this Agreement and such financing or continuation statements, or amendments thereto, and such other instruments or notices, including executed IP Assignments, with the Patent and Trademark Office and the Copyright Office, as may be necessary or desirable, or as the Agent, on behalf of the Secured Parties, may reasonably request, in order to perfect and preserve the Security Interests granted hereby.

(b) Each Grantor hereby authorizes the Agent, on behalf of the Secured Parties, upon the occurrence and during the continuation of an Event of Default, to file, where

TRADEMARK
REEL: 002220 FRAME: 0308

permitted by law, one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Agent, on behalf of the Secured Parties, from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent, on behalf of the Secured Parties, may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it have or obtain an ownership interest in any United States or foreign patent or patent application that is not now identified on Schedule I, any trademark or trademark application that is not now identified on Schedule II or any copyright or copyright application that is not now identified on Schedule III or any license agreement in respect of any patent, trademark or copyright that is not now identified on Schedule IV: (i) the provisions of this Agreement shall automatically apply to such item, and such item shall automatically become part of the Collateral; (ii) such Grantor shall, within three months after acquiring or becoming aware of such ownership interest, (A) give written notice thereof to the Agent, (B) with respect to Trademarks and Patents, cause such Trademarks and Patents to be properly registered with the Patent and Trademark Office, (C) with respect to Copyrights, cause such Copyrights to be registered with the Copyright Office and (D) with respect to Patents, Trademarks, Copyrights and Licenses, prepare, execute and file in the Patent and Trademark Office, the Copyright Office or in the equivalent agencies in any foreign jurisdiction, within the requisite time period, all documents that are known by such Grantor to be necessary or that the Agent, on behalf of the Secured Parties, reasonably requests in order to perfect the Security Interest of the Agent, on behalf of the Secured Parties, therein. Each Grantor authorizes the Agent, on behalf of the Secured Parties, to execute and file such a document in the name of such Grantor if such Grantor fails to do so.

(e) Each Grantor agrees that should any of its Subsidiaries (other than a corporation which is a party hereto and whether now or hereafter existing) obtain any ownership interest in any United States or foreign intellectual property of a nature that would be Collateral hereunder if owned by such Grantor, such Grantor shall either cause such corporation (i) to become a party hereto and a party to a Facility Guaranty and other Security Instruments in accordance with Section 9.20 of the Credit Agreement, or (ii) to transfer and assign all such corporation's ownership interests therein to such Grantor, whereupon the provisions of subsection (d) of this Section 4 shall be applicable thereto.

(f) Each Grantor agrees: (i) to take all necessary steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof or in any court, to maintain and pursue each patent application now or hereafter included in the Collateral and to maintain each patent, trademark or copyright now or hereafter included in the Collateral, including the filing of

TRADEMARK
REEL: 002220 FRAME: 0309

divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition and infringement proceedings; (ii) to take corresponding steps with respect to material unpatented inventions on which such Grantor is now or hereafter becomes entitled to seek protection; (iii) to bear any expenses incurred in connection with such activities; and (iv) not to abandon any right to file a material patent application, or abandon any material pending application with respect to any of the Collateral, without the prior written consent of the Agent.

(g) No Grantor shall do any act or omit to do any act whereby any of the Collateral may become dedicated or abandoned, except where such dedication or abandonment (i) will not materially adversely affect the business, condition (financial or otherwise), operations, performance, or properties of such Grantor individually or of such Grantor and its Subsidiaries taken as a whole, and (ii) is in the ordinary course of such Grantor's business. Each Grantor agrees to notify the Agent promptly and in writing if it learns that any of the Collateral may become abandoned or dedicated or of any adverse determination or any development (including without limitation the institution of any proceeding in the Patent and Trademark Office, the Copyright Office or in the equivalent agencies in any foreign jurisdiction, or any court) regarding any material part of the Collateral.

(h) Each Grantor agrees that in the event that any of the Collateral as to which it has granted the Security Interests is infringed or misappropriated by a third party, such Grantor shall promptly notify the Agent and shall take all reasonable steps to terminate the infringement or misappropriation, and take such other actions as such Grantor shall deem appropriate under the circumstances to protect such Collateral. Any expense incurred in connection with such activities shall be borne by such Grantor.

(i) Each Grantor agrees to maintain the quality of any and all products in connection with which the Collateral is used, consistent with the quality standards established by such Grantor for said products as of the date of determination.

(j) Each Grantor agrees that it will promptly correct any defect or error that may be discovered in this Agreement, any document executed pursuant hereto or the execution, acknowledgment or recordation thereof.

(k) Each Grantor shall continue to mark its products according to statute with the numbers of all appropriate Patents.

5. **General Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) It has the unqualified right to enter into this Agreement and to perform its terms.

(b) No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other Person is required either (i) for the grant by such Grantor of the Security Interests granted hereby (excluding such licenses which, by their terms, required the consent of the licensor to assign the license but as to which such Grantor represents and warrants such consent has been made in writing, copies of which have been delivered to the Secured Parties) or for the execution, delivery or performance of this Agreement by such Grantor, or (ii) for the perfection of or the exercise by the Agent, on behalf of the Secured Parties, of its rights and remedies hereunder, except for the filing of this Agreement with the Patent and Trademark Office, the Copyright Office and with the equivalent offices in any foreign jurisdiction with respect to each Trademark, and the filings required by the Uniform Commercial Code of the State in which such Grantor maintains its chief executive office, and except to the extent that the exercise of rights and remedies may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors rights generally or by general principles of equity.

(c) Set forth on Schedule IV is a list, which is complete and accurate in all material respects as of the date hereof, of Licenses of such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's operations or materially used in the selling or marketing of such Grantor's products, including the expiration date of such Licenses.

(d) Each License of such Grantor identified on Schedule IV is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid and enforceable. No action or proceeding is pending or threatened seeking to limit, cancel or question the validity of Collateral.

(e) It has notified the Agent in writing of all uses of any Patent, Trademark or Copyright, prior to such Grantor's use, of which such Grantor is aware, which would in the reasonable judgment of such Grantor lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses that were not supported by the goodwill of the business connected with such item.

(f) It has not granted any release, covenant not to sue, or non-assertion assurance to any third person, nor allowed any shop right to arise with respect to any third person, with respect to any part of the Collateral.

(g) Its products have been marked as required by statute with respect to the Collateral.

(h) The actions contemplated under or in connection with the Loan Documents will not impair the legal right of such Grantor to use any of the Collateral.

TRADEMARK
REEL: 002220 FRAME: 0311

(i) Except as disclosed to the Lenders in writing prior to the date of this Agreement, such Grantor has no knowledge of the existence of any right under any patent, trademark, license agreement, trade name, trade secret, know-how, confidential research, development and commercial information, or other proprietary information held by any other Person that would preclude such Grantor from publishing, distributing, marketing, selling, or using any product currently made by it, being made for it or sold or used by it, imported by it or exported by it, as the case may be, or to use any processes currently used by it (except, in each case, to the extent that such Grantor has granted an exclusive license to another Person), or materially interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any claim to the contrary that is likely to be made.

(j) Such Grantor has used consistent standards of quality in manufacturing, distribution and marketing of each product sold and provision of each service provided under any Collateral, and has taken all steps necessary to ensure that all licensed users of any Collateral use such consistent standards of quality.

(k) None of such Grantor's Subsidiaries (except to the extent that such Subsidiaries are also Grantors hereunder or grantors under any other Security Instrument relating to such property) has an ownership interest in any patents, patent applications, copyrights, copyright applications, trademark, trade name, trade dress, service marks, trademark or service mark registrations or any applications for trademark or service mark registration or any other intellectual property of a nature that would be Collateral hereunder if owned by such Grantor.

(l) No claim has been made (and, as to Collateral with respect to which such Grantor is a licensor, to the knowledge of such Grantor, no claim has been made against the third party licensee), and such Grantor has no knowledge of any claim that is likely to be made, that the use by such Grantor of any Collateral does or may violate the rights of any Person.

6. Patent Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the sole legal and beneficial owner of the Patents set forth opposite its name on Schedule I hereto, free and clear of any Lien, security interest, option, charge, pledge, assignment (whether conditional or not), or any other encumbrance except for the security interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule IV and no financing statement or other instrument similar in effect covering all or any part of such Collateral is on file in any recording office, except such as may have been filed in favor of the Agent, for the benefit of the Secured Parties.

(b) Set forth on Schedule I is a list of all of the Patents owned by such Grantor necessary for the conduct of its business as currently conducted or utilized in such Grantor's operations or used in the selling or marketing of such Grantor's products.

(c) Each Patent of such Grantor identified on Schedule I hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, and to the knowledge of such Grantor is patentable, valid and enforceable, and each of such Patent applications has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office and of the equivalent agencies in each applicable foreign jurisdiction and will be diligently prosecuted in conformity therewith so as not to become improperly abandoned.

7. **Trademark Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule IV. No financing statement or other instrument similar in effect covering all or any part of the Trademarks purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the Patent and Trademark Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Secured Parties.

(b) Set forth on Schedule II is a list of all of the Trademarks owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's operations or used in the selling or marketing of such Grantor's products.

(c) Each Trademark of such Grantor identified on Schedule II is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

8. **Copyright Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Copyrights purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and

TRADEMARK
REEL: 002220 FRAME: 0313

registered user agreements described on Schedule IV. No effective financing statement or other instrument similar in effect covering all or any part of the Copyrights purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the Copyright Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Secured Parties.

(b) Set forth on Schedule III is a list of all of the Copyrights owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's operations or materially used in the selling or marketing of such Grantor's products.

(c) Each Copyright of such Grantor identified on Schedule III is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

9. Transfers and Other Liens. No Grantor shall:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Collateral, except as permitted by the Credit Agreement, except that any Grantor may license the Collateral (i) in the ordinary course of such Grantor's business, provided that such license is necessary or desirable in the conduct of such Grantor's business, or (ii) in connection with a sale of assets in compliance with the Credit Agreement, provided that such license shall be on terms reasonably expected to maximize the gain to such Grantor resulting from the granting of such license. The Agent, for the benefit of the Secured Parties, shall execute any documents that such Grantor may reasonably request in order to permit the Grantor to exercise its right hereunder to license the Collateral, provided that the Agent shall not be required to do anything that may, in the sole judgment of the Agent, adversely affect the validity of the Security Interests or the assignment of the Collateral located in any foreign jurisdiction;

(b) create or suffer to exist any Lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the Security Interests created by this Agreement; or

(c) take any other action in connection with any of the Collateral that would impair the value of the interest or rights of such Grantor in the Collateral taken as a whole or that would impair the interest or rights of the Agent for the benefit of the Secured Parties.

10. Agent Appointed Attorney-in-Fact. Without limiting any other provision of this Agreement, upon the occurrence and during the continuance of an Event of Default, each Grantor hereby irrevocably appoints the Agent, for the benefit of the Secured Parties, as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion, to take any action and to execute

TRADEMARK
REEL: 002220 FRAME: 0314

any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent, for the benefit of the Secured Parties, with respect to any of the Collateral; and

(d) to execute, in connection with the sale provided for in Section 13 hereof, any endorsement, assignments, or other instruments of conveyance or transfer with respect to the Collateral.

11. Agent May Perform.

(a) If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by such Grantor under Section 14(b) hereof to the fullest extent permitted by applicable law.

(b) The Agent or its designated representatives shall have the right to the extent reasonably requested and upon reasonable prior notice, at any reasonable time during normal business hours of such Grantors and from time to time, to inspect the Grantors' premises and to examine the Grantors' books, records and operations relating to the Collateral.

12. The Agent's Duties. The powers conferred on the Agent, for the benefit of the Secured Parties, hereunder are solely to protect the interest of the Secured Parties in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, neither the Agent nor any Lender shall have any duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral. Each Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which such party accords its own similar property.

TRADEMARK
REEL: 002220 FRAME: 0315

13. **Remedies Upon Acceleration Event.** If an Event of Default shall have occurred and be continuing:

(a) The Agent, for the benefit of the Secured Parties, may exercise in respect of the Collateral of any defaulting Grantor, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code as in effect in the State of North Carolina (the "UCC") and also may (i) exercise any and all rights and remedies of such Grantor under, in connection with, or otherwise in respect of, such Collateral, including the completion and filing of the IP Assignment, (ii) require such Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the documents embodying such Collateral as directed by the Agent and make it available to the Agent, for the benefit of the Secured Parties, at a place to be designated by the Agent that is reasonably convenient to both the Agent and such Grantor, (iii) occupy any premises owned or leased by such Grantor where documents embodying such Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under applicable law, without obligation to such Grantor in respect of such occupation, (iv) license such Collateral or any part thereof, and (v) without notice except as specified below, sell such Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. Each Grantor agrees that at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by any defaulting Grantor under or in connection with any of such Collateral shall be received in trust for the benefit of the Secured Parties, shall be segregated from other funds of such Grantor and shall be immediately paid over to the Agent, for the benefit of the Secured Parties, in the same form as so received (with any necessary endorsement).

(c) All payments made under or in connection with or otherwise in respect of the Collateral of any defaulting Grantor, and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of such Collateral may, in the discretion of the Agent, be held by the Agent, for the benefit of the Secured Parties, as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 14 hereof) for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations, in such order set forth in Section 11.5 of the Credit Agreement. Any sale or other disposition of the Collateral and the possession thereof by the Agent shall be in compliance with all provisions of applicable law (including applicable provisions of the UCC).

TRADEMARK
REEL: 002220 FRAME: 0316

14. Indemnity and Expenses.

(a) Each Grantor agrees to indemnify each of the Secured Parties from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement that are incurred thereby (including without limitation enforcement of this Agreement), except claims, losses or liabilities directly resulting from such Secured Party's gross negligence or willful misconduct. The agreements in this subsection (a) shall survive repayment of all Secured Obligations, termination or expiration of this Agreement in any manner, including but not limited to termination in accordance with Section 28 hereof, and occurrence of the Facility Termination Date.

(b) Each Grantor will upon demand pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, that the Agent, for the benefit of the Secured Parties, may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Parties, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

15. Absolute Rights and Obligations. All rights of the Secured Parties in the Security Interests granted hereunder, and each of the Secured Obligations, shall be absolute and unconditional irrespective of:

(a) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any other Loan Document, including, but not limited to, (i) an increase or decrease in the Secured Obligations and (ii) an amendment of any Loan Document to permit the Agent or the Lenders or any one or more of them to extend further or additional credit to any Borrower in any form including credit by way of loan, purchase of assets, guarantee or otherwise, which credit shall thereupon be and become subject to the Credit Agreement and the other Loan Documents as a Secured Obligation;

(b) any taking and holding of collateral or guarantees (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments) for all or any of the Secured Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver, subordination, termination or release of any such collateral or guarantees, or any non-perfection of any such collateral, or any consent to departure from any such guaranty;

(c) any manner of application of collateral, or proceeds thereof, securing payment or enforcement of all or any of the Secured Obligations, or the manner of sale of any such collateral;

TRADEMARK
REEL: 002220 FRAME: 0317

(d) any consent by the Secured Parties to the change, restructure or termination of the corporate structure or existence of any Grantor and any corresponding restructure of the Secured Obligations, or any other restructure or refinancing of the Secured Obligations or any portion thereof;

(e) any modification, compromise, settlement or release by the Secured Parties, by operation of law or otherwise, collection or other liquidation of the Secured Obligations or the liability of any Grantor or any guarantor, or of any collateral for the Secured Obligations (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments), in whole or in part, and any refusal of payment by the Agent or any Lender in whole or in part, from any obligor or guarantor in connection with any of the Secured Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, any Grantor; or

(f) any other circumstance (including without limitation any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, any Grantor or any guarantor.

The granting of a Security Interest in the Collateral shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party, upon the insolvency, bankruptcy or reorganization of any Grantor or otherwise, all as though such payment had not been made.

16. **Waiver.** Each Grantor hereby waives (to the extent permitted by applicable law) presentment for payment, demand, protest, promptness, diligence, notice of acceptance, notice of protest, notice of demand, notice of default or dishonor, notice of payment or non-payment, and any other notice with respect to any of the Secured Obligations and this Agreement and any requirement that the Secured Parties protect, secure, perfect or insure any Security Interest or any Collateral subject thereto or exhaust any right or take any action against any Grantor or any other Person (including without limitation any guarantor) or any collateral securing payment of the Secured Obligations (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments).

17. **Subrogation.** Each Grantor further agrees with respect to this Agreement that it shall have no right of subrogation, reimbursement or indemnity, nor any right of recourse to security for the Secured Obligations unless and until 93 days immediately following the Facility Termination Date shall have elapsed without the filing or commencement, by or against any Credit Party, of any state or federal action, suit, petition or proceeding seeking any reorganization, liquidation or other relief or arrangement in respect of creditors of, or the appointment of a receiver, liquidator, trustee or conservator in respect to, such Credit Party or its assets. This waiver is expressly intended to prevent the existence of any claim in respect to such reimbursement by any Subsidiary Grantor against the estate of any Borrower within the meaning of Section 101 of the Bankruptcy Code, and to prevent any Subsidiary Grantor from constituting a creditor of any Borrower in respect of such reimbursement within the meaning of Section 547(b) of the Bankruptcy Code in the event of a subse-

TRADEMARK
REEL: 002220 FRAME: 0318

quent case involving such Borrower. If an amount shall be paid to any Grantor on account of such subrogation rights at any time prior to termination of this Agreement in accordance with the provisions of Section 28 hereof, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Agent, for the benefit of the Secured Parties, to be credited and applied upon the Secured Obligations, whether matured or unmatured, in accordance with the terms of the Credit Agreement.

18. Amendments. No amendment or waiver of any provision of this Agreement nor consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. Continuing Security Interest; Assignments Under the Credit Agreement

(a) This Agreement shall create a continuing Security Interest in the Collateral and shall remain in full force and effect until terminated in accordance with the provisions of Section 28 hereof.

(b) Except as permitted by the Credit Agreement, no Grantor shall sell, lease, transfer or otherwise dispose of any item of Collateral during the term of this Agreement without the prior written consent of the Agent to such sale, lease, transfer or other disposition.

(c) Upon the termination of this agreement in accordance with Section 28 hereof, the Collateral shall be automatically released from the Liens created hereby, all rights to the Collateral shall automatically revert to the Grantors, and this Agreement and all obligations of the Grantors hereunder shall terminate without delivery of any instrument or performance of any act by any party. Upon such termination of this Agreement, the Agent shall reassign and redeliver such Collateral then held by or for the Secured Parties and execute and deliver to each Grantor such documents as it shall reasonably request to evidence such termination.

20. Additional Collateral. If any Grantor shall acquire or hold any additional Patents, Trademarks, Copyrights or Licenses not listed on Schedules I, II, III or IV hereto (any such Patents, Trademarks, Copyrights or Licenses being referred to herein as the "Additional Collateral"), such Grantor shall promptly deliver to the Agent for the benefit of the Secured Parties (i) a revised Schedule I, II, III or IV hereto, as applicable, reflecting the ownership and pledge of such Additional Collateral and (ii) an Intellectual Property Security Agreement Supplement in the form of Exhibit B hereto with respect to such Additional Collateral duly completed and signed by such Grantor. Each Grantor shall comply with the requirements of this Section 20 concurrently with the acquisition of any such Additional Collateral.

21. Definitions. All terms used herein shall be defined in accordance with the appropriate definitions appearing in the UCC, and such definitions are hereby incorporated herein by reference and made a part hereof.

TRADEMARK
REEL: 002220 FRAME: 0319

22. **Entire Agreement.** This Agreement, together with the Credit Agreement and the other Loan Documents, constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements, commitments or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. Neither this Agreement nor any portion or provision hereof may be changed, altered, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than as provided in the Credit Agreement.

23. **Further Assurances.** Each Grantor agrees at its own expense to do such further acts and things, and to execute and deliver such additional conveyances, assignments, financing statements, agreements and instruments, as the Agent may at any time reasonably request in connection with the administration or enforcement of this Agreement or related to the Collateral or any part thereof or in order better to assure and confirm unto the Agent its rights, powers and remedies for the benefit of the Secured Parties hereunder. Each Grantor hereby consents and agrees that the issuers of or obligors in respect of the Collateral shall be entitled to accept the provisions hereof as conclusive evidence of the right of the Agent, on behalf of the Secured Parties, to exercise its rights hereunder with respect to the Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by any Grantor or any other Person to any of such issuers or obligors.

24. **Binding Agreement; Assignment.** This Agreement, and the terms, covenants, conditions, rights and remedies hereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective heirs, legal representatives, successors and assigns; provided, however, that no Grantor shall be permitted to assign any of its rights, powers, duties or obligations under this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof, or any cash or property held by the Agent as Collateral under this Agreement, without the prior written consent of the Agent. Without limiting the generality of the foregoing sentence of this Section 24, any Lender may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, subject however, to the provisions of the Credit Agreement, including Article XII thereof (concerning the Agent) and Section 13.1 thereof concerning assignments and participations. All references herein to the Agent shall include any successor thereof, each Lender and any other obligees from time to time of the Secured Obligations.

25. **Swap Agreements.** All obligations of any Borrower under Swap Agreements to which any Lender or its affiliates are a party shall be deemed to be Secured Obligations secured hereby, and each Lender or affiliate of a Lender party to any such Swap Agreement shall be deemed to be a Secured Party hereunder.

TRADEMARK
REEL: 002220 FRAME: 0320

26. **Severability.** If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

27. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

28. **Termination.** This Agreement and all obligations of each Grantor hereunder shall terminate on the Facility Termination Date (except for obligations of any Grantor that expressly survive such termination under the respective provisions of this Agreement).

29. **Remedies Cumulative.** All remedies hereunder are cumulative and are not exclusive of any other rights and remedies of the Agent or any Lender provided by law or under the Credit Agreement, the other Loan Documents, or other applicable agreements or instruments. The making of the Loans to, and issuing of Letters of Credits for the benefit of, any Borrower pursuant to the Credit Agreement shall be conclusively presumed to have been made or extended, respectively, in reliance upon the each Grantor's grant of a Security Interest in the Collateral pursuant to the terms hereof.

30. **Notices.** Any notice required or permitted hereunder shall be given, (a) with respect to each Pledgor, at the address of the Borrower indicated in Section 13.2 of the Credit Agreement and (b) with respect to the Agent or a Lender, at the Agent's address indicated in Section 13.2 of the Credit Agreement. All such notices shall be given and shall be effective as provided in Section 13.2 of the Credit Agreement.

31. **Governing Law; Venue; Waiver of Jury Trial.**

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE NOTWITHSTANDING ITS EXECUTION AND DELIVERY OUTSIDE SUCH STATE.

(b) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY AGREES AND CONSENTS THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, UNITED STATES OF AMERICA AND, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE IN, OR TO THE EXERCISE OF JURISDICTION OVER

TRADEMARK
REEL: 002220 FRAME: 0321

IT AND ITS PROPERTY BY ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

(c) EACH GRANTOR AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PERSONAL SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING, OR BY REGISTERED OR CERTIFIED MAIL (POSTAGE PREPAID) TO THE ADDRESS OF THE BORROWER PROVIDED BY SECTION 13.2 OF THE CREDIT AGREEMENT, OR BY ANY OTHER METHOD OF SERVICE PROVIDED FOR UNDER THE APPLICABLE LAWS IN EFFECT IN THE STATE OF NORTH CAROLINA.

(d) NOTHING CONTAINED IN SUBSECTIONS (b) OR (c) HEREOF SHALL PRECLUDE ANY SECURED PARTY FROM BRINGING ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN THE COURTS OF ANY PLACE WHERE ANY GRANTOR OR ANY OF SUCH GRANTOR'S PROPERTY OR ASSETS MAY BE FOUND OR LOCATED. TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS OF ANY SUCH JURISDICTION, EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND EXPRESSLY WAIVES, IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING, OBJECTION TO THE EXERCISE OF JURISDICTION OVER IT AND ITS PROPERTY BY ANY SUCH OTHER COURT OR COURTS WHICH NOW OR HEREAFTER MAY BE AVAILABLE UNDER APPLICABLE LAW.

(e) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE FOREGOING, EACH GRANTOR AND THE AGENT ON BEHALF OF THE SECURED PARTIES HEREBY AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PERSON MAY HAVE TO TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.

[Signature pages follow]

TRADEMARK
REEL: 002220 FRAME: 0322

IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Security Agreement on the day and year first written above.

GRANTORS:

INSTEEL INDUSTRIES, INC.
INSTEEL WIRE PRODUCTS COMPANY
FLORIDA WIRE AND CABLE, INC.

By: _____
Name: H. O. Woltz III
Title: President and Chief Executive Officer

AGENT:

BANK OF AMERICA, N.A., as Agent for the Secured Parties

By: _____
Name: Michael J. Bennett
Title: Senior Vice President

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of January, 2000, personally appeared H. Wo. Woltz III to me known personally, and who, being by me duly sworn, deposes and says that he is the President and Chief Executive Officer of Insteel Industries, Inc., Insteel Wire Products Company and Florida Wire and Cable, Inc., and that the foregoing instrument was signed and sealed on behalf of said corporations by authority of their Board of Directors, and said President and Chief Executive Officer acknowledged said instrument to be the free act and deed of said corporations.

[NOTARY SEAL]

Notary Public
My commission expires: August 11, 2001

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of January 31, 2000, personally appeared Michael J. Bennett to me known personally, and who, being by me duly sworn, deposes and says that he is a Senior Vice President of Bank of America, N.A., a national banking association, and that foregoing instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and said Senior Vice President acknowledged said instrument to be the free act and deed of said national banking association.

[NOTARY SEAL]

Notary Public
My commission expires: August 11, 2001

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE 3

SCHEDULE I

Patents and Patent Applications

I. Insteel Wire Products Company

Title	*Patent No.*	*Issue Date*
Meshmatic (U.S. lapsed)	Canada 2,012,112	

II. Florida Wire and Cable, Inc.

U. S. Patents

Title	*Patent No.*	*Issue Date*
Wire Assemblies for Repetitive, Continuous Cycle, Tensile Load Conditions, particularly Sucker Rods for Oil Wells	4,403,884	09/13/83
Wire Cleaning Apparatus and System	5,121,573	06/16/92
Method for a Composite Material comprising Coated and Filled Metal Strand for Use in Prestressed Concrete, Stay Cables for Cable-Stayed Bridges and Other Uses	5,208,077	05/04/93
Concrete Strengthening Members, particularly Prestressing Tendons, having Improved Corrosion Resistance and/or Bonding Characteristics, and Methods Relating Thereto	Appl. 437,274 Appl. 655,282	10/28/82* 02/14/91**

* Original filing
** Refiling

Foreign Patents and Patent Applications

Title	*Country*	*Patent/ Appl. No.*	*Issue/ Filing Date*
Wire Assemblies for Repetitive, Continuous Cycle. Tensile Load Conditions, particularly Sucker Rods for Oil Wells (U.S. 4,403,884)	Canada Mexico	1181992 159553	02/05/85 07/03/89
Concrete Strengthening Members,	Australia	578,589	10/25/83

particularly Prestressing Tendons, having Improved Corrosion Resistance and/or Bonding Characteristics, and Methods Relating Thereto (U.S. Appl. 655,282)	Austria	E31 338B	10/21/83
	Belgium	0,110,542	10/21/83
	Canada	1,228,998	11/10/87
	France	0,110,542	10/21/83
	Germany	P337488.5.3-08	10/21/83
	Italy	68727/BE/87	10/21/83
	Japan	1,661.134	05/19/92
	Netherlands	0,110,542	10/21/83
	South Africa	83/7766	09/26/84
	Spain	526,828	05/30/84
	Sweden	0,110,542	10/21/83
	United Kingdom	0,110,542	10/21/83
Wire Cleaning Apparatus and System (U.S: 5,121,573)	Canada	2017438	05/24/90
Method for a Composite Material Comprising Coated and Filled Metal Strand for Use in Prestressed Concrete, Stay Cables for Cable-Stayed Bridges and Other Uses (U.S. 5,208,077)	Australia	667799	08/13/96
	EPO*	92900846.4	06/08/93
	Japan**	501927/1992	05/10/93
	South Africa	91/8921	04/28/93

* designating Austria, Belgium, France, Germany, Italy, Liechtenstein, The Netherlands, Spain, Switzerland and the United Kingdom

**Application was filed by Sumitomo Electric Industries, with the Company listed as the patent holder, pursuant to a certain License Agreement dated 12/17/87 between the parties.

SCHEDULE II

Trademarks and Trademark Applications

I. Insteel Industries, Inc.

U.S. Registrations

Mark	*Reg. No.*	*Regis. Date*
BLACK SEAL	1,118,626	5/27/99
INSTEEL WIRE PRODUCTS & DESIGN	1,871,001	1/3/95

Foreign Registrations

Mark	*Reg. No.*
Insteel Wire Products	Mexico 573,791
Insteel Industries, Inc.	Mexico 320,594

II. Florida Wire and Cable, Inc.

U.S. Registrations

Mark	*Reg. No.*	*Regis. Date*
AMERSTRAND (Block Letters)	574,556	05/19/53
LO-LAX	1,150,782	04/14/81
FLO-TECH	1,306,805	11/27/84
FLO-LOC	1,325,434	03/19/85
FLO-BOND	1,338,773	06/04/85
FLO-GARD	1,348,865	07/16/85
TRAXTRAND	1,879,107	02/14/95

State Registrations

Mark	*State*	*Reg. No.*	*Regis. Date*
FLORIDA WIRE AND CABLE COMPANY FWC and Design	Florida	193,518	05/17/93
FLO-MACH FM and Design	Florida	T93,519	05/17/93

XX WIREMIL and Design	Florida	T93,547	05/26/93

Unregistered Trademarks

AMEROPE
FLO-FIL
HI-BOND

Trade Names

Florida Wire and Cable
Wiremil
Flo-Tech Systems
Flo-Mach
FWC Supply
Caribe Supply
Red-Flo
Flo-Fab
Flo-Ropes
Flo-Fil
Insteel Wire Products Company
Insteel Industries, Inc.
Black Seal

SCHEDULE III

Copyrights

None.

SCHEDULE IV

License Agreements

1. License Agreement effective December 17,1987 between Florida Wire and Cable, Inc. (FWC) (formerly Florida Wire and Cable Company) and Sumitomo Electric Industries, Ltd. ("SEI"). [Pursuant to this License Agreement, FWC granted to SEI and exclusive license to make, use and sell epoxy coated strand in the territory specified in the License Agreement under Japan Patent Application No. 130-960/84 and any patents issued on such application. FWC further granted SEI the right to use the Flo-Tech trademark and other FWC trademarks related to the epoxy coated strand.]

   a. FWC's consent dated May 5, 1995 re: Sublicense Agreement between SEI and Shinko.

   b. FWC's consent dated March 17, 1995 re: Sublicense Agreement between SEI and Suzuki Metal.

2. License Agreement dated as of July 14, 1997 between FWC and Sumiden Wire Products Corporation ("SWPC"). [Pursuant to this License Agreement, FWC granted to SWPC a license to make epoxy coated strand, and to use and/or sell the epoxy coated strand, in the territory specified in the License Agreement under tile following patents issued or to be issued to FWC:

   - United States Patent Application No. 08/470,415 (filed June 1995; originally filed October 28, 1992);
   - Canada Patent No. 1228998 (issued November 10, 1987; expires November 10, 2004); and
   - United States Patent No. 5208077 (issued May 4, 1993; expires November 9, 2010).

   [FWC also granted SWPC the right to use all existing trademarks owned by FWC for the epoxy-coated strand, including but not limited to the Flo-Tech trademark.]

3. License Agreement dated October 30, 1986 between FWC (formerly Florida Wire and Cable Company), Dywidag Systems International, USA, Inc. ("DSI") and Dywidag Systems International GmbH. [Pursuant to this License Agreement, FWC granted to DSI an exclusive license to market, distribute and sell Flo-Tech Coated Strand in the territory specified in the License Agreement under the following patents issued or to be issued to FWC:

   - Australia Patent Application No. 20559/83 (filed October 25, 1983);
   - Canada Patent Application No. 439,302 (filed October 19, 1983);

- European Patent Office Patent Application No. 83306399.3 (filed October 21, 1983), designating Austria, Belgium, France, Germany, Italy, Netherlands, Sweden and the United Kingdom;

- Japan Patent Application No. 201130/83 (filed October 28, 1983);

- South Africa Patent Application No. 83/7766 (filed October 19, 1983, and issued as Patent No. 83/7766 on September 26, 1984); and

- Spain Patent Application No. 526,828 (filed October 27, 1983, and issued as Patent No. 526,828 on May 30, 1984).

[FWC also granted DSI the right to manufacture Flo-Tech Coated Strand in the territory using the Flo-Tech trade name, which DSI agreed to manufacture such product in the territory solely using such trade name.]

EXHIBIT A

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is made as of January 31, 2000 by **EACH OF THE UNDERSIGNED** (each a "Grantor" and collectively the "Grantors") in favor of **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States, as Agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

WITNESSETH:

WHEREAS, the Secured Parties have agreed to provide to Insteel Industries, Inc. (the "Borrower" and a "Grantor") a certain revolving credit facility with a letter of credit sublimit pursuant to the Credit Agreement dated as of January 31, 2000 among the Borrower, the Agent and the Lenders (as from time to time amended, revised, modified, supplemented, or amended and restated the "Credit Agreement"); and

WHEREAS, each Grantor will materially benefit from the Loans and Advances to be made, and the Letters of Credit to be issued, under the Credit Agreement; and

WHEREAS, each Grantor that is a Subsidiary of the Borrower has entered into a Facility Guaranty; and

WHEREAS, each Grantor has entered into an Intellectual Property Security Agreement (the "IP Security Agreement") dated as of January 31, 2000 pursuant to which each Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in the Trademarks, Copyrights, Licenses and Patents defined below in order to secure the Obligations (as defined in the Credit Agreement) and each Grantor's obligations under the Guaranty Agreement and the other Loan Documents; and

WHEREAS, each Grantor (a) has adopted and used and is using the trademarks and service marks (the "Trademarks") identified on Annex I hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on Annex I hereto, (b) is the owner of and uses the copyrights, copyright registrations and pending registration applications set forth on Annex II hereto (the "Copyrights"), (c) is a party to and has rights under the licenses and license agreements listed on Annex III hereto (the "Licenses") and (d) is the owner of and uses the patents, patent registrations and pending registration applications set forth on Annex IV hereto (the "Patents" and together with the Trademarks, the Copyrights and the Licenses, the "Collateral"); and

TRADEMARK
REEL: 002220 FRAME: 0333

WHEREAS, the Agent for the benefit of the Secured Parties desires to acquire the Trademarks, the Copyrights, the Licenses and the Patents and the registrations thereof and registration applications therefor, as applicable, in connection with the exercise of its remedies after the occurrence of an Event of Default under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign, sell and transfer unto the Agent all right, title and interest in and to the Trademarks, Copyrights, Licenses and Patents, together with (i) the registrations of and registration applications therefor, as applicable, (ii) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, Copyrights, Patents or the registrations thereof or such associated goodwill, and (iv) all rights of each Grantor to enforce all Licenses.

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, and notice is hereby given that each Grantor has granted to the Agent, for the benefit of the Secured Parties and the Agent, a first priority security interest in the Collateral to secure the payment and performance in full of all Obligations (as defined in the Credit Agreement) and all obligations of each Grantor under the respective Facility Guaranty and any other Loan Documents.

This Assignment is intended to and shall take effect as a sealed instrument at such time as the Agent shall complete this instrument by signing its acceptance of this Assignment below.

Signature page follows.

TRADEMARK
REEL: 002220 FRAME: 0334

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Patents, Trademarks, Copyrights and Licenses on the day and year first written above.

GRANTORS:

INSTEEL INDUSTRIES, INC.
INSTEEL WIRE PRODUCTS COMPANY
FLORIDA WIRE AND CABLE, INC.

By:_____
Name: H. O. Woltz III
Title: President and Chief Executive Officer

The foregoing assignment of the Patents, Trademarks, Copyrights and Licenses and the registrations thereof and registration applications therefor by the Grantors is hereby accepted as of the 31st day of January, 2000.

BANK OF AMERICA, N.A.,
as Agent for the Secured Parties

By: _____
Name: Michael J. Bennett
Title: Senior Vice President

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of January, 2000, personally appeared H. O. Woltz III to me known personally, and who, being by me duly sworn, deposes and says that he is the President and Chief Executive Officer of Instee Industries, Inc., Insteel Wire and Cable, Inc. and Florida Wire and Cable, Inc., and that the foregoing instrument was signed and sealed on behalf of said corporations by authority of their Board of Directors, and said President and Chief Executive Officer acknowledged said instrument to be the free act and deed of said corporations.

_____
Notary Public
My commission expires:

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of January, 2000, personally appeared Michael J. Bennett to me known personally, and who, being by me duly sworn, deposes and says that he is a Senior Vice President of Bank of America, N.A., a national banking association, and that foregoing instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and said Senior Vice President acknowledged said instrument to be the free act and deed of said national banking association.

_____
Notary Public
My commission expires:

TRADEMARK
REEL: 002220 FRAME: 0337

ANNEX I

Registrations
United States Patent and Trademark Office

Trademark or Service Mark	Registration No.	Registration Date

[List chronologically in ascending numerical order]

Pending Applications
United States Patent and Trademark Office

Trademark or Service Mark	Serial No.	Filing Date

[List chronologically in ascending numerical order]

ANNEX II

Part I

Copyrights Registered with U.S. Copyright Office

Title	*[Author(s)]*	Number	Copyright Date	Registration

Part II

Copyrights Not Registered

Title	*[Author(s)]*

ANNEX III

Licenses

ANNEX IV

Registrations
United States Patent and Trademark Office

Patent	Registration No.	Registration Date

[List chronologically in ascending numerical order]

Pending Applications
United States Patent and Trademark Office

Patent	Serial No.	Filing Date

[List chronologically in ascending numerical order]

EXHIBIT B

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Supplement"), dated as of _____, ____ is made by and between _____, _____ (the "Grantor"), and **BANK OF AMERICA, N.A.,** a national banking association organized and existing under the laws of the United States, as Agent (the "Agent"), for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement dated as of January 31, 2000 among such Lenders, the Agent, and Insteel Industries, Inc. (the "Borrower") (as from time to time amended, revised, modified, supplemented, or amended and restated, the "Credit Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Intellectual Property Security Agreement (as defined below).

WHEREAS, the Grantor is required under the terms of the Credit Agreement and that certain Intellectual Property Security Agreement dated as of January 31, 2000 by the Grantor in favor of the Agent for the benefit of the Secured Parties (as from time to time amended, revised, modified, supplemented, or amended and restated, the "Intellectual Property Security Agreement") to cause certain intellectual property owned by it and listed on Schedules I, II, III and IV to this Supplement (the "Additional Collateral") to become subject to the Intellectual Property Security Agreement; and

WHEREAS, a material part of the consideration given in connection with and as an inducement to the execution and delivery of the Credit Agreement by the Secured Parties was the obligation of the Grantor to grant a security interest in the assets described herein to the Agent for the benefit of the Secured Parties, whether then owned and not required to be subject to a pledge or subsequently acquired or created; and

WHEREAS, the Secured Parties have required the Grantor to grant to the Agent for the benefit of the Secured Parties a security interest in the Additional Collateral in accordance with the terms of the Credit Agreement and the Intellectual Property Security Agreement;

NOW, THEREFORE, the Grantor hereby agrees as follows with the Agent, for the benefit of the Secured Parties:

1. The Grantor hereby affirms and acknowledges the grant of security interest in the Additional Collateral contained in the Intellectual Property Security Agreement and hereby grants to the Agent for the benefit of the Secured Parties a first priority lien and security interest in the Additional Collateral listed on Schedules I, II, III and IV and all proceeds thereof.

2. The Grantor hereby acknowledges, agrees and confirms that, by its execution of this Supplement, the Additional Collateral constitute "Collateral" under and is subject to the Intellectual Property Security Agreement. Each of the representations and warranties with respect to Collateral contained in the Intellectual Property Security Agreement is hereby made by the Grantor with

TRADEMARK
REEL: 002220 FRAME: 0342

respect to the Additional Collateral. Revised Schedules I, II, III and IV to the Intellectual Property Security Agreement reflecting the Additional Collateral are being delivered herewith to the Agent.

IN WITNESS WHEREOF, the Pledgor has caused this Supplement to be duly executed by its authorized officer as of the day and year first above written.

_____

By:_____
Name:_____
Title:_____

Acknowledged and accepted:

BANK OF AMERICA, N.A.,
as Agent for the Secured Parties

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 002220 FRAME: 0343

SCHEDULE I

Patents and Patent Applications

SCHEDULE II

Trademarks and Trademark Applications

SCHEDULE III

Copyrights

SCHEDULE IV

License Agreements

MRD
10-18-00

SMITH HELMS MULLISS & MOORE, L. L. P.
ATTORNEYS AT LAW
CHARLOTTE, NORTH CAROLINA

201 NORTH TRYON STREET (28202)
POST OFFICE BOX 31247
CHARLOTTE, NC 28231-1247

TELEPHONE 704/343-2000
FACSIMILE 704/334-8467
www.shmm.com

OTHER OFFICES
ATLANTA
GREENSBORO
RALEIGH
WILMINGTON

(704) 343-2104

October 17, 2000

VIA FEDERAL EXPRESS

U.S. Department of Commerce
Patent and Trademark Office
Assignment Division, Box Assignments
North Tower, Suite 10C35
Washington, DC 20231

Re: Assignment of Security Interest - Trademarks
Insteel Industries, Inc.

Ladies and Gentlemen:

Enclosed herewith for filing with your office is a Recordation Form for Assignment of Trademarks. We have also enclosed our firm's check in the amount of $240.00.

We request that you acknowledge receipt of this letter and the enclosure by executing the Receipt Copy hereof and returning it to us in the envelope provided. If you have any questions or require additional information, please contact us. We appreciate your assistance.

Very truly yours,

Terry L. Witcher

Terry L. Witcher
Legal Assistant

Enclosures
cc: R. Malloy McKeithen, Esq.

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JANUARY 06, 2001

PTAS

101510043A

SMITH HELMS MULLISS & MOORE, L.L.P.
TERRY L. WITCHER, LEGAL ASSISTANT
201 NORTH TRYON STREET
CHARLOTTE, NORTH CAROLINA 28202

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101510043

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED. ADDITIONAL FEE REQUIRED IS $175 .

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS