



09-05-2001

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

08-23-2001

U.S. Patent & TMO/TM Mail Rpt Dtd #57



9.230

RECOR

101833461

TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

09/04/2001 AAHMED1 00000083 728149

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
125.00 DP

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

TRADEMARK
REEL: 002361 FRAME: 0260

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)

Number of Properties Enter the total number of properties involved. #

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

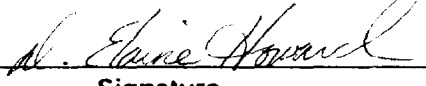
Method of Payment: Enclosed Deposit Account

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.

D. Elaine Howard, Legal Ass't. 
Name of Person Signing Signature

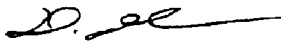
08/13/01
Date Signed

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The firm of Murphy Sheneman Julian & Rogers, 101 California Street, 39th Floor, San Francisco, California 94111, is hereby designated General Electric Capital Canada Inc.'s representative upon which notices or process in proceedings affecting the Amended and Restated Trademark Security Agreement dated as of August 9, 2001, made by Tree Island Wire (USA), Inc. in favour of General Electric Capital Canada Inc. may be served.

Dated this 21st day of August, 2001.

GENERAL ELECTRIC CAPITAL CANADA INC.

By: 
David Daubaras
Duly Authorized Signatory

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement, dated as of August 9, 2001, is made by TREE ISLAND WIRE (USA), INC. (formerly known as Georgetown Wire Company, Inc.), a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CANADA INC., a Canada corporation, in its capacity as Agent for Lenders (in such capacity, "Agent", and in its capacity as a Lender, "GE Capital Canada").

W I T N E S S E T H:

A. Pursuant to that certain credit agreement dated as of May 14, 1997 between TII Acquisition Sub Inc. and 3367436 Canada Inc. (the "Original Borrowers"), the persons named therein as Credit Parties signatory thereto (and together with the Original Borrowers, the "Original Credit Parties"), the lenders signatory thereto from time to time (the "Original Lenders") and GE Capital Canada as an Original Lender and as agent for the Original Lenders, as amended by the First Amendment to Credit Agreement made as of April 26, 1998, and as further amended and restated by that certain Amended and Restated Credit Agreement dated as of September 24, 1999 (as amended and restated, the "Original Credit Agreement"), the Original Lenders extended certain credit facilities to the Original Borrowers.

B. Subsequent to the parties' initial entry into the Original Credit Agreement, TII Acquisition Sub Inc. amalgamated with Tree Island Industries Ltd. to form Tree Island Industries Ltd., following which Tree Island Industries Ltd. amalgamated with 3367436 Canada Inc. to continue as Tree Island Industries Ltd. ("TI Ltd."), and thus TI Ltd. is the sole remaining Borrower under the Original Credit Agreement.

C. In order to induce Agent and the Lenders under the Original Credit Agreement to make the Loans as provided for in the Original Credit Agreement, Grantor agreed to guaranty the Obligations under the Original Credit Agreement pursuant to a Continuing Guaranty dated as of May 14, 1997, and agreed to grant a continuing Lien on substantially all of its assets to secure the Obligations in accordance therewith and, accordingly, executed and delivered to Agent, among other things, that certain Trademark Security Agreement dated as of May 14, 1997 (the "Original Trademark Security Agreement").

D. Grantor's parent corporation, Tree Island Wire Holdings (USA), Inc., a Delaware corporation ("Wire Holdings"), has formed Tree Island Acquisition Company ("AcquisitionCo") as a direct, wholly-owned Subsidiary of Wire Holdings, in order to cause AcquisitionCo to purchase 100% of the outstanding capital stock of Industrial Wire Products Corporation, a California corporation ("IWP"), and to cause AcquisitionCo to merge into and be survived by IWP (the "IWP Acquisition").

E. In order to fund the IWP Acquisition and to provide for additional working capital, TI Ltd. has requested that Lenders amend and restate the Original Credit Agreement to provide, among other things, for the refinancing of the indebtedness under the Original Credit Agreement with a new term loan of C\$36,000,000 and a new revolving loan of up to C\$35,000,000.

F. To induce Lenders to amend the Original Credit Agreement and to provide the funding requested by TI Ltd., Grantor has executed and delivered to Agent that certain Amended and Restated Security Agreement of even date herewith ("Security Agreement"), and that certain Amended and Restated Continuing Guaranty of even date herewith, in each case by and among Grantor, AcquisitionCo (to be succeeded, by merger, by IWP), Wire Holdings and Agent.

G. Lenders are willing to provide to TI Ltd. the financing requested by TI Ltd. on the terms and conditions provided in the Amended and Restated Credit Agreement of even date herewith ("Credit Agreement"), but only upon the condition, among others, that Grantor shall have executed and delivered this Amended and Restated Trademark Security Agreement to amend and restate the Original Trademark Security Agreement and as security for the Obligations under the Credit Agreement, the Amended and Restated Continuing Guaranty and the other Loan Documents.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Second Amended and Restated Credit Agreement of even date herewith, by and among Wire USA, Wire Holdings, AcquisitionCo (to be succeeded, by merger, by IWP), the Lenders listed therein and General Electric Capital Corporation, as Agent, and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor (i) hereby reaffirms and restates its grant of a continuing first priority security interest in the collateral described in the Original Trademark Security Agreement and confirms that such grant is, and shall continue to be, in full force and effect to the full extent provided therein without any defense, claim, counterclaim, right of offset, recoupment or other defense to performance whatsoever, each of which is hereby expressly waived, and, (ii) does further hereby grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):


- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TREE ISLAND WIRE (USA), INC.

By: 
Name: David Rantree
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CANADA INC.,
as Agent

By: _____

Name:

Title: Duly Authorized Signatory

- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

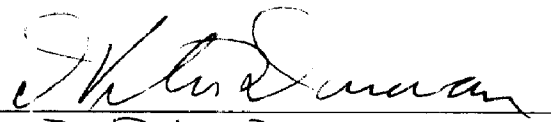
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TREE ISLAND WIRE (USA), INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CANADA INC.,
as Agent

By: 
Name: D. Peter Donovan
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

Province STATE OF BRITISH COLUMBIA)
COUNTY OF _____)

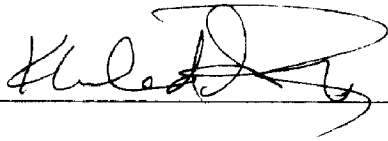
SS.

YSA

*pro-ve
KSA*

On AUGUST 8, 2001 before me, the undersigned notary public in and for said state, personally appeared DAVID ROWNTREE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)

NOTARY PUBLIC
225 W. GEORGE ST.
VANCOUVER, B.C. V6C 2K7
(04) 685-3455

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u>
Aqua-K-Lath	728,149	05/15/61
Stuccorite	728,150	05/15/61
Gun Lath	773,057	11/19/62
Kwik Arch	1,407,369	01/27/86
Kwik Aid	1,439,813	01/27/86
Pyro K-Lath	1,449,316	12/05/86

U.S. TRADEMARK APPLICATIONS

NONE

U. S. TRADEMARK LICENSES

NONE

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Filing Date</u>
Aqua-K-Lath*	Canada	TMA 173,565	11/14/69
Gun Lath*	Canada	TMA 173,566	11/14/69
[Stuccorite]*	Argentina	1,332,689	06/06/88
K-Lath	Benelux	309,254	04/14/72
K-Lath	Germany	738,555	07/28/58
K-Lath	Argentina	1,339,136	02/27/89
K-Lath	Brazil	1232/069514	08/16/74
K-Lath*	Italy	407,938	08/18/78

FOREIGN TRADEMARK APPLICATIONS

NONE

FOREIGN TRADEMARK LICENSES

NONE

* Trademark is held in the name of Tree Island Steel, Inc., a U.S. subsidiary of Tree Island Industries, Ltd., which has been merged into Tree Island Wire (USA), Inc.