

04-25-2002

COVER SHEET  
ONLY

No. 0651-0011 (exp. 4/94)



102067724

b settings = = =

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

Name of conveying party(ies):

Wesco Equity Corporation

H-12-02

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State DE
- Other \_\_\_\_\_

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

Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: March 19, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,  
as Agent

Internal Address: \_\_\_\_\_

Street Address: 800 Connecticut Ave, 2 North

City: Norwalk State: CT ZIP: 06854

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn  
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

04/24/2002 TDIAZI 00000068 2273918

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 150.00 DP

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.

Laura Konrath  
Name of Person Signing

*Laura Konrath*  
Signature

3/25/02  
Date

Total number of pages including cover sheet, attachments, and document: 7

CONTINUATION  
Item 4

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

**WESCO Equity Corporation**

Mark: Reg. No. Date:  
NONE

**TRADEMARK APPLICATIONS:**

Mark: Design  
Ser. No. 2273918  
Filing Date: 06/28/2001  
Jurisdiction: Great Britain

Mark: Design  
Ser. No. T01/09471B  
Filing Date: 06/28/2001  
Jurisdiction: Singapore

1  
Mark: Design Only  
Ser. No. 76/187,871  
Filing Date: 12/29/2000  
Jurisdiction: US

2  
Mark: Design Only  
Ser. No. 76/187,869  
Filing Date: 12/29/2000  
Jurisdiction: US

3  
Mark: The Extra Effort People  
Ser. No. 76/187,872  
Filing Date: 12/29/00  
Jurisdiction: US

4  
Mark: WESCALC  
Ser. No. 76/326,439  
Filing Date: 10/15/2001  
Jurisdiction: US

# Trademark Applications - WESCO Equity Corporation

5 Mark: WESCO  
Ser. No. 76/187,870  
Filing Date: 12/29/2000  
Jurisdiction: US

Mark: WESCO  
Ser. No. 2273948  
Filing Date: 06/28/2001  
Jurisdiction: Great Britain

Mark: WESCO  
Ser. No. T01/09470D  
Filing Date: 06/29/2001  
Jurisdiction: Singapore

6 Mark: WESCO Buyer's Guide  
Ser. No. 76/320,505  
Filing Date: 10/01/2001  
Jurisdiction: US

Mark: WESCO Buyer's Guide  
Ser. No. N/A  
Filing Date: N/A  
Jurisdiction: Canada

Mark: WESCO Buyer's Guide  
Ser. No. N/A  
Filing Date: N/A  
Jurisdiction: Community TradeMark

Mark: WESCO Buyer's Guide  
Ser. No. N/A  
Filing Date: N/A  
Jurisdiction: Mexico

Mark: WESCO Buyer's Guide  
Ser. No. N/A  
Filing Date: N/A  
Jurisdiction: Singapore

7 Mark: Weslink  
Ser. No. 76/320,705  
Filing Date: 10/02/2001  
Jurisdiction: US

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 19, 2002, by WESCO EQUITY CORPORATION, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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 Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants 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

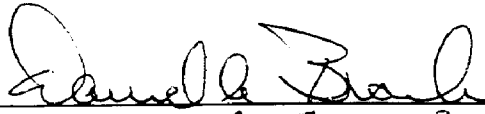
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark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

**[signature page follows]**

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.

WESCO EQUITY CORPORATION

By:   
Name: DANIEL A. BRAILER  
Title: TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

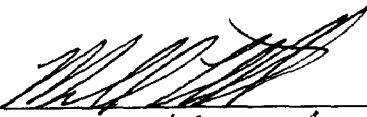
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WESCO EQUITY CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:  \_\_\_\_\_  
Name: MICHAEL LUSTBADER  
Title: DULY AUTHORIZED SIGNATORY

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.

On this 14th day of March, 2002 before me personally appeared DANIEL A. BRAUER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WESCO Equity Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Maritza Torres  
Notary Public

{seal}

**MARITZA TORRES**  
Notary Public, State of New York  
No. 01TO508523  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires Sept. 22, 2005



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Ser. No. 76/320,705  
Filing Date: 10/02/2001  
Jurisdiction: US

**TRADEMARK LICENSES:**  
NONE

**RECORDED: 04/12/2002**

**TRADEMARK**  
**REEL: 2490 FRAME: 0873**