

04-16-2003

Atty. Dkt. No.: 025222.230

Form PTO-1594

R

(Rev. 10/02)

OMB No. 051-0027 (exp. 6/30/2005)



102421502

U.S. DEPARTMENT OF COMMERCE

Patent & Trademark Office

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

1. Name of conveying party(ies):

CANGEN HOLDINGS, LLC

4403

- Individual
- General Partnership
- Corporation-State
- Other Georgia limited liability company
- Association
- Limited Partnership

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

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

Name: SOUTHTRUST BANK
Address: 360 Interstate North Parkway, Suite 500

City Atlanta State GA Zip Code: 30339

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Alabama
- Other _____

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

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 03/07/2003

4(a). Trademark Application No.(s):

4(b). Trademark Registration No.(s):

~~1,728,353~~
2,389,754
1,293,932
1,210,277

Additional numbers attached? Yes No

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

Name Eric J. Hanson, Esq.

Address: SMITH, GAMBRELL & RUSSELL, LLP
Suite 3100, Promenade II
1230 Peachtree Rd.
Atlanta, Georgia 30309

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) enclosed: \$ 115.00

DO NOT USE THIS SPACE

8. Signature.

Eric J. Hanson
Name of Person Signing

April 8, 2003
Date

Total number of pages including cover sheet: 5

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

04/15/2003 ECDOPER 0000050 1728353

01 FC:8521
02 FC:8522

40.00 OP
75.00 OP

TRADEMARK
REEL: 002713 FRAME: 0080

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 7, 2003, by CANGEN HOLDINGS, LLC ("Grantor"), a Georgia limited liability company, in favor of SOUTHTRUST BANK, an Alabama corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof, by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender 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 Loan Agreement and Security Agreement, Grantor is required to execute and deliver to Lender, 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 Article I of the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender 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 the Trademarks 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

(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 (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to

Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests 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.

CANGEN HOLDINGS, LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
SOUTHTRUST BANK,
as Lender

By: James H. Gash, Jr.
Name: JAMES H. GASH, JR.
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of March, 2003 before me personally appeared _____, and proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its members and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public

[Notarial Seal]

Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests 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.

CANGEN HOLDINGS, LLC

By: 
Name: R. Patrick Weston
Title: Manager

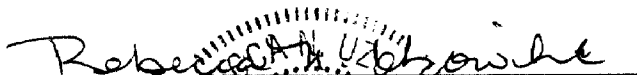
ACCEPTED AND ACKNOWLEDGED BY:
SOUTHTRUST BANK,
as Lender

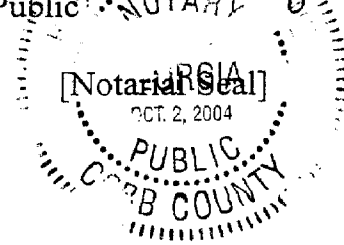
By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this 7th day of March, 2003 before me personally appeared R. Patrick Weston and proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cangen Holdings, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its members and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public _____



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS
OWNED BY CANGEN HOLDINGS, LLC

Registered Trademarks and Applications

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
CEC	1,728,353
CVC*	2,389,754
GENCA*	1,293,932
TRI-DIE*	1,210,277

*The Assignment of Trademark and Trademark Registration between General Cable Technologies Corporation and SPN Tech, LLC ("SPN"), dated June 1, 2001 (the "Assignment") has not been recorded. SPN has agreed to record the Assignment post-closing.