

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Superior Essex Communications LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other LLC - Delaware
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: Suite 800

Street Address: 300 Galleria Parkway

City: Atlanta State: GA Zip: 30339

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- 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

3. Nature of conveyance:

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

Execution Date: November 13, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Katherine A. Seaman

Internal Address: Parker, Hudson, Rainer &

Dobbs LLP

Street Address: 1500 Marquis Two Tower

285 Peachtree Center Avenue N.E.

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Katherine A. Seaman

Name of Person Signing

Signature

November 13, 2003

Date

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

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

OP \$315.00 76525303

EXHIBIT A**Trademarks**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial/Reg. No.</u>	<u>Registration Date</u>
NEXTLAN	United States	2,722,367	June 3, 2003
DATAGAIN	United States	2,627,985	October 1, 2003
PERFORMACHANNEL	United States	2,648,606	November 12, 2002
TERAGAIN	United States	2,541,571	February 19, 2003
NEXTGAIN	United States	2,541,570	February 19, 2002
PERFORMALINK (stylized)	United States	2,745,650	August 5, 2003
BROADGAIN	United States	2,486,170	September 4, 2001
QUICKCOUNT	United States	2,245,861	May 18, 1999
MARATHON LAN	United States	2,231,466	March 16, 1999
SUPERIOR CABLE	United States	2,068,653	June 10, 1997
T-SCREEN	United States	888,975	April 7, 1970

Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
COLORTIP	United States	76/525,303	June 18, 2003

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this ____ day of November, 2003, between **FLEET CAPITAL CORPORATION**, a Rhode Island corporation having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, as collateral and administrative agent (together with its successors in such capacity, "Administrative Agent") for itself and Lenders (as hereinafter defined), and **SUPERIOR ESSEX COMMUNICATIONS LLC**, a Delaware limited liability company ("Superior"), with its chief executive office and principal place of business at 150 Interstate North Parkway, Suite 300, Atlanta, Georgia 30339 ("Company").

Recitals:

Company desires to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Credit Agreement dated November __, 2003 by and among Company, Essex Group, Inc. (collectively, "Borrowers"), Administrative Agent, Lenders and the other parties named therein (hereinafter referred to, together with all amendments thereto, as the "Credit Agreement").

Lenders are willing to make loans and provide other financial accommodations to Borrowers from time to time, pursuant to the terms of the Credit Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement.

2. To secure the prompt payment and performance of any and all indebtedness, obligations, liabilities, covenants and duties of Company to Administrative Agent and Lenders of every kind and description, whether or not evidenced by any note, invoice, billing, guaranty or other instrument, and whether or not for the payment of money, direct or indirect, absolute or contingent, liquidated or unliquidated, joint or several, due or to become due, now existing or hereafter arising under the Credit Agreement or any other Loan Documents and all expenses and attorneys' fees chargeable to Company, whether or not provided in the Credit Agreement, this Agreement or any other Loan Documents (all such indebtedness, obligations, liabilities, covenants and duties being collectively referred to as "Obligations"), Company hereby pledges, assigns and grants to Administrative Agent, for its benefit and the Pro Rata benefit of Lenders, a continuing security interest in and lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and

payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Administrative Agent and Lenders that:

(a) As of the Closing Date, each of the Trademarks listed on Exhibit A is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the registered Trademark Collateral (other than foreign trademarks), enforceable against Company and all third Persons in accordance with its terms; except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights;

(c) To the Company's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) Company has all requisite power and authority to enter into this Agreement and perform its terms;

(e) As of the Closing Date, each of the Trademarks is valid and enforceable; and

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons (except for Permitted Liens).

4. The Company covenants and agrees with Administrative Agent and Lenders that:

(a) Company will maintain the quality of the products associated with the Trademarks, in a manner consistent with past practices; and

(b) Company will continue to use for the duration of this Agreement, proper statutory notice as required under Applicable Law in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law

to maintain the registration thereof without loss of protection therefor, unless Company shall reasonably determine that any such Trademark is no longer material to the conduct of its business.

5. Unless otherwise permitted by the Credit Agreement, until Full Payment of the Obligations and termination of the Credit Agreement, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses in the ordinary course of Company's business, and shall not become a party to any agreement with any Person that is inconsistent with Company's duties under this Agreement.

6. If, before Full Payment of the Obligations, Company shall obtain rights to any new registered trademarks, or become entitled to the benefit of any trademark application or registered trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Administrative Agent prompt notice thereof in writing, together with an amended Exhibit A hereto which includes such future Trademark or trademark applications, and Administrative Agent is hereby authorized to file such amended Exhibit A with the United States Patent and Trademark Office.

7. Upon and at any time after the occurrence, and during the continuance, of an Event of Default, Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Administrative Agent may immediately, for its benefit and the Pro Rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Administrative Agent or any Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Administrative Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Administrative Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Credit Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each other guarantor of the Obligations shall remain jointly and severally liable to Administrative Agent and Lenders therefor.

8. Company hereby makes, constitutes and appoints Administrative Agent and any officer or agent of Administrative Agent as Administrative Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Company's name on all applications, documents, papers and instruments necessary for Administrative Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive

license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations and the termination of the Credit Agreement.

9. After Full Payment of the Obligations and termination of the Credit Agreement, this Agreement shall terminate and Administrative Agent shall execute and deliver to Company, without representation, warranty or recourse and at Company's expense, all releases or other instruments necessary to terminate Administrative Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Administrative Agent pursuant to the terms of this Agreement or any of the Loan Documents.

10. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Administrative Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Administrative Agent that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Administrative Agent in its sole discretion, shall be reimbursed by Company **on demand** by Administrative Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Credit Agreement.

11. In the event that any Trademark is infringed upon, or misappropriated by a third party in a manner actionable under the Applicable Laws, Company shall notify Administrative Agent promptly after Company learns thereof. Company shall, unless it shall reasonably determine that such Trademark is not material to the conduct of its business or operations or that it does not have a reasonable chance of success on the merits, promptly take all appropriate actions, including, if warranted, bringing suit to stop such infringement or misappropriation and to recover any and all damages for such infringement or misappropriation. Upon the occurrence and during the continuance of an Event of Default, Company shall have the duty, through counsel acceptable to Administrative Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations and the termination of the Credit Agreement, to make federal application on registrable but unregistered Trademarks, and promptly, upon Administrative Agent's request, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Administrative Agent to preserve and maintain all rights in the Trademarks, unless Company shall reasonably determine that such Trademark or trademark application is in no way material to the conduct of its business or operations. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right

to file a trademark application, or any pending trademark application or trademark without the consent of Administrative Agent.

12. Notwithstanding anything to the contrary contained in paragraph 11 hereof, Administrative Agent shall have the right, but shall in no way be obligated, at any time during the continuance of on Event of Default to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Administrative Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Administrative Agent to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Administrative Agent for all costs and expenses incurred in the exercise of Administrative Agent's rights under this paragraph 12; provided, that, Company shall not be obligated to indemnify Administrative Agent for its gross negligence or willful misconduct.

13. If Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Administrative Agent may do so in Company's name or in Administrative Agent's name, in Administrative Agent's sole discretion, but at Company's expense, and Company agrees to reimburse Administrative Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Administrative Agent in prosecuting, defending or maintaining the Trademarks or Administrative Agent's interest therein pursuant to this Agreement.

14. No course of dealing between Company and Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Administrative Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Administrative Agent and of each Lender and upon the successors of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Administrative Agent.

19. Company hereby waives notice of Administrative Agent's acceptance hereof.

20. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

21. To the fullest extent permitted by Applicable Law, Company and Administrative Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

Stewart Wahnges
Stewart Wahnges, Secretary

SUPERIOR ESSEX COMMUNICATIONS LLC
("Company")

By: David S. Aldridge
Title: _____

David S. Aldridge
Vice President

Accepted:

FLEET CAPITAL CORPORATION,
as Administrative Agent ("Administrative Agent")

By: _____
Title: _____

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Administrative Agent and of each Lender and upon the successors of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Administrative Agent.

19. Company hereby waives notice of Administrative Agent's acceptance hereof.

20. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

21. To the fullest extent permitted by Applicable Law, Company and Administrative Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

WITNESS the execution hereof under seal as of the day and year first above written.

SUPERIOR ESSEX COMMUNICATIONS LLC
("Company")

ATTEST:

_____, Secretary

By: _____
Title: _____

Accepted:

FLEET CAPITAL CORPORATION,
as Administrative Agent ("Administrative Agent")

By: _____
Title: _____

STATE OF New York §
 §
COUNTY OF New York §

BEFORE ME, the undersigned authority, on this day personally appeared David Aldridge, Vice President of Superior Essex Communications LLC, a Delaware limited liability company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 10th day of November, 2003.

Ronald Carlton
Notary Public
My Commission Expires:

[NOTARIAL SEAL]

RONALD CARLTON
Notary Public, State of New York
No. 01CA4841982
Qualified in Kings County
Commission Expires June 30, 2007

STATE OF Georgia)
)
COUNTY OF Fulton)

BEFORE ME, the undersigned authority, on this day personally appeared John W. Getz, Senior Vice President of Fleet Capital Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 10th day of November, 2003.

Elizabeth G. Hartnett
Notary Public
My Commission Expires: June 19, 2007

