

Form **FTO-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.


<p>1. Name of conveying party(ies): <u>Essex Technology, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Fleet Capital Corporation</u> Internal Address: <u>Suite 800</u></p> <p>Street Address: <u>300 Galleria Parkway</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30339</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Rhode Island</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 13, 2003</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) B. Trademark Registration No.(s)</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Katherine A. Seaman</u> Internal Address: <u>Parker, Hudson, Rainer & Dobbs LLP</u> Street Address: <u>1500 Marquis Two Tower</u> <u>285 Peachtree Center Avenue N.E.</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30303</u></p>	<p>6. Total number of applications and registrations involved: 37</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>940.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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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  December 16, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

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

OP \$940.00 2756494

EXHIBIT A**Trademarks**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial/Reg. No.</u>	<u>Registration Date</u>
Superior Logo	United States	2,756,494	August 26, 2003
SUPERIOR ESSEX	United States	2,679,353	January 28, 2003
OMEGA WEDGE	United States	2,455,637	May 29, 2001
ULTRASHIELD	United States	2,362,523	June 27, 2000
LF & Design	United States	1,830,155	April 12, 1994
LELAND FARADAY	United States	1,827,220	March 22, 1994
VANGUARD	United States	1,827,219	March 22, 1994
FEMCO	United States	1,584,450	February 27, 1990
SX	United States	1,523,072	February 7, 1989
SX (stylized)	United States	1,525,063	February 21, 1989
UTREX	United States	1,326,775	March 26, 1985
ESSEX GROUP	United States	1,313,285	January 8, 1985
RELI-A-BAND	United States	1,286,015	July 17, 1984
TF	United States	1,286,937	July 24, 1984
MR-200	United States	1,234,416	April 12, 1983
THERMALEX 200	United States	1,185,606	January 12, 1982
QUALITY ESSEX MASTERS	United States	1,205,233	August 17, 1982
CASPIC	United States	1,189,207	February 9, 1982
POLYBONDEX	United States	1,172,079	October 6, 1981
ESSEX GROUP	United States	1,178,844	November 24, 1981
REEL PAK	United States	1,144,845	December 30, 1980
SOLIDEX	United States	1,036,145	March 23, 1976
SOLIDON (stylized)	United States	1,038,144	April 20, 1976
SEALPIC	United States	933,738	September 24, 1974
GOPIC	United States	969,536	October 2, 1973
CUPIC	United States	861,615	December 10, 1968
ALPIC	United States	861,614	December 10, 1968
THEMETEX GP200	United States	844,472	February 20, 1968
ALEX	United States	717,483	June 27, 1961
NYTHERM	United States	702,858	August 16, 1960
SODERBOND	United States	672,165	January 6, 1959
SODERON	United States	672,164	January 6, 1959
SODEREX	United States	672,138	January 6, 1959

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial/Reg. No.</u>	<u>Registration Date</u>
THERMALEX	United States	672,137	January 6, 1959
IWI	United States	635,106	October 2, 1956
MAGNA-PAK (stylized)	United States	628,592	June 12, 1956
SX	United States	612,102	September 13, 1955

Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
None.			

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 10th 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 **ESSEX TECHNOLOGY, INC.**, a Delaware limited liability company having its principal place of business at 1601 Wall Street, Fort Wayne, Indiana 46802 ("Company").

Recitals:

Pursuant to that certain Credit Agreement dated November 10, 2003, (as at any time amended, the "Credit Agreement"), among **SUPERIOR ESSEX COMMUNICATIONS LLC**, a Delaware limited liability company, **ESSEX GROUP, INC.**, a Michigan corporation (each a "Borrower" and collectively, "Borrowers"), Administrative Agent, the other parties named therein, and various financial institutions party thereto from time to time ("Lenders"), Lenders agreed to make loans and other extensions of credit to or for the benefit of Borrowers.

Company has agreed to unconditionally guaranty Borrowers' payment and performance of the Obligations under (and as defined in) the Credit Agreement, pursuant to a Continuing Guaranty Agreement by Company and the other guarantors named therein in favor of Administrative Agent dated the date hereof (as at any time amended, the "Guaranty"). A condition to the effectiveness of the Credit Agreement is Company's execution and delivery of the Guaranty and this Agreement, and to induce Lenders to extend credit to Borrowers under the Credit Agreement thereof, Company has agreed to execute and deliver 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 Guaranty or any other Loan Documents and all expenses and attorneys' fees chargeable to Company, whether or not provided in the Guaranty, 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;

(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. 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 or as permitted by the Credit Agreement, 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 the Obligations have been satisfied in full, 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 Trademarks 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 payment in full 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 Agents 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 all of the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated.

9. After Full Payment of the Obligations and the 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 Applicable Law, 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 use its best efforts to detect any infringers of the Trademarks and shall notify Administrative Agent in writing of infringements detected. 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 the Obligations shall have been paid in full and the Credit Agreement terminated, 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.

13. Notwithstanding anything to the contrary contained in paragraph 12 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 13; provided, that, Company shall not be obligated to indemnify Administrative Agent for its gross negligence or willful misconduct.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 7 hereof.

19. 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.


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

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

22. **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 W. Winters Secretary

ESSEX TECHNOLOGY, INC.
("Company")

By: 

Title: _____
David S. Aldridge
Vice President

Accepted:

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

By: _____
Title: _____

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.

18. 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 7 hereof.

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

ATTEST:

ESSEX TECHNOLOGY, INC.
("Company")

_____, Secretary

By: _____
Title: _____

Accepted:

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

By: 
Title: STP

STATE OF New York)
)
)
COUNTY OF New York)

BEFORE ME, the undersigned authority, on this day personally appeared David Aldridge, Vice President of Essex Technology, Inc., a Delaware corporation 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 corporation.

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 Getz, SVP 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



[NOTARIAL SEAL]