

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Essex Technology, Inc.		11/10/2003	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	The Bank of New York, as Collateral Agent
Street Address:	One Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	New York Banking Corporation:

## PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2756494	
Registration Number:	2679353	SUPERIOR ESSEX
Registration Number:	2455637	OMEGA WEDGE
Registration Number:	2362523	ULTRASHIELD
Registration Number:	1830155	LF
Registration Number:	1827220	LELAND FARADAY
Registration Number:	1827219	VANGUARD
Registration Number:	1584450	FEMCO
Registration Number:	1523072	SX
Registration Number:	1525063	SX
Registration Number:	1326775	UTREX
Registration Number:	1313285	ESSEX GROUP
Registration Number:	1286015	RELI-A-BAND
Registration Number:	1286937	TF
Registration Number:	1234416	MR-200

TRADEMARK

REEL: 002772 FRAME: 0983

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Registration Number:	1185606	THERMALEX 200
Registration Number:	1205233	QUALITY ESSEX MASTERS
Registration Number:	1189207	CASPIC
Registration Number:	1172079	POLYBONDEX
Registration Number:	1178844	ESSEX GROUP
Registration Number:	1144845	REEL PAK
Registration Number:	1036145	SOLIDEX
Registration Number:	1038144	SOLIDON
Registration Number:	993738	SEALPIC
Registration Number:	969536	GOPIC
Registration Number:	861615	CUPIC
Registration Number:	861614	ALPIC
Registration Number:	844472	THERMETEX GP200
Registration Number:	717483	ALLEX
Registration Number:	702858	NYTHERM
Registration Number:	672165	SODERBOND
Registration Number:	672164	SODERON
Registration Number:	672138	SODEREX
Registration Number:	672137	THERMALEX
Registration Number:	635106	IWI
Registration Number:	628592	MAGNA-PAK
Registration Number:	612102	SX

#### CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-2276  
 Email: KSolomon@stblaw.com  
 Correspondent Name: Alison J. Winick, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP  
 Address Line 2: 425 Lexington Avenue  
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	022537/0036
NAME OF SUBMITTER:	Kimberly Solomon

Total Attachments: 6  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement"), dated as of November 10, 2003 is made by Essex Technology, Inc., a Delaware corporation (the "Grantor"), in favor of The Bank of New York, a New York banking corporation, as Collateral Agent (the "Agent") for the holders of the Senior Notes pursuant to the Indenture, dated as of November 10, 2003 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Superior Essex Communications LLC, a Delaware limited liability company, Essex Group, Inc., a Michigan corporation (collectively, the "Issuers"), the Guarantors (as defined in the Indenture), and The Bank of New York, a New York banking corporation, as trustee.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, (a) the Issuers (i) have issued Senior Notes and (ii) may issue Secondary Senior Notes (as defined in the Indenture) and (b) the Guarantors have guaranteed the Issuers' obligation under the Senior Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Collateral Agreement, dated as of November 10, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged and granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's Intellectual Property, including Grantor's interest in the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Noteholders to enter into the Indenture, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's rights, title or

interest in the Trademarks that Grantor now has or at any time in the future may acquire (including, without limitation, those items listed on Schedule A hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, or by acceleration or otherwise) of the Grantor's Senior Note Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest has been granted to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Agent and the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ESSEX TECHNOLOGY, INC.

By: 

Name: *David Aldridge*

Title: *Assistant Secretary*

THE BANK OF NEW YORK,  
as Agent

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

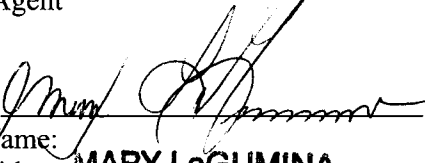
ESSEX TECHNOLOGY, INC.

By: \_\_\_\_\_

Name:

Title:

THE BANK OF NEW YORK,  
as Agent

By:  \_\_\_\_\_

Name:

Title: MARY LaGUMINA

VICE PRESIDENT

TRADEMARK

REEL: 002772 FRAME: 0989

## SCHEDULE A

### U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Serial/Registration Number</u>
Superior Logo	2,756,494
SUPERIOR ESSEX	2,679,353
OMEGA WEDGE	2,455,637
ULTRASHIELD	2,362,523
LF & Design	1,830,155
LELAND FARADAY	1,827,220
VANGUARD	1,827,219
FEMCO	1,584,450
SX	1,523,072
SX (stylized)	1,525,063
UTREX	1,326,775
ESSEX GROUP	1,313,285
RELI-A-BAND	1,286,015
TF	1,286,937
MR-200	1,234,416
THERMALEX	1,185,606
QUALITY ESSEX MASTERS	1,205,233
CASPIC	1,189,207
POLYBONDEX	1,172,079
ESSEX GROUP	1,178,844
REEL PAK	1,144,845
SOLIDEX	1,036,145
SOLIDON (stylized)	1,038,144
SEALPIC	993,738
GOPIC	969,536
CUPIC	861,615
ALPIC	861,614
THERMETEX GP200	844,472
ALLEX	717,483
NYTHERM	702,858
SODERBOND	672,165



<b><u>Trademark</u></b>	<b><u>Serial/Registration Number</u></b>
SODERON	672,164
SODEREX	672,138
THERMALEX	672,137
IWI	635,106
MAGNA-PAK (stylized)	628,592
SX	612,102