

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 Group, Inc.		11/10/2003	CORPORATION: MICHIGAN

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: 2

Property Type	Number	Word Mark
Serial Number:	78222609	GP/MR-200
Serial Number:	78214083	GP/MR-EXTRA

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: 5

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TRADEMARK

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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 Group, Inc., a Michigan 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 Collateral 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 GROUP, INC.

By: 

Name: David Aldridge

Title: Assistant Secretary

THE BANK OF NEW YORK,
as Agent

By: _____

Name:

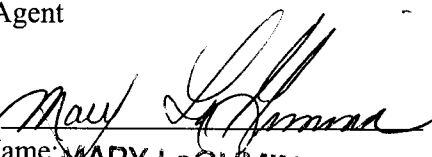
Title:

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 GROUP, INC.

By: _____
Name:
Title:

THE BANK OF NEW YORK,
as Agent

By: 
Name: MARY LaGUMINA
Title: VICE PRESIDENT

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Serial/Registration Number</u>
GP/MR-200	78/222,609
GP/MR-EXTRA	78/214,083