

**COVER SHEET FORWARDING ASSIGNMENT OR
OTHER CONVEYANCE FOR RECORDING**

MAIL STOP – ASSIGNMENT RECORDATION SERVICES

Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Please record the attached original document:

- 1. Name(s) of conveying party(s): **Wire Rope Industries Ltd.**
- 2. Name and address of receiving party: **GMAC Commercial Finance Corporation – Canada
500 René Lévesque Boulevard West, Suite 1400
Montreal, Quebec, H2X 1W7**

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date(s): **March 2, 2004**

- 4. Application number: **See Schedule A**
- Trademark number: **See Schedule A**

If this document is being filed together with a new application, the execution date of the declaration for the application being filed is:

- 5. Name and address of party to whom correspondence concerning documents should be mailed: **Heather M. Barnes, Esq.
BROUSE MCDOWELL
500 First National Tower
106 S. Main Street
Akron, Ohio 44308-1471**

- 6. Total number of applications and trademarks involved: **30**

7. Total fee (37 CFR 1.21(h): \$1,200.00

A check in the amount of \$1,200.00, which includes the fee for recording the Assignment is enclosed.

Please charge deposit account 501210 in the amount of \$1,200.00 to cover the recording fee.

8. Please charge any additional fees due, or credit any overpayment to deposit account number 501210.

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.

Respectfully submitted,

BROUSE MCDOWELL

March 18, 2004
Date

Telephone No.: (330) 535-5711
Fax No.: (330) 253-8601

Heather M. Barnes
Heather M. Barnes, Esq.
Reg. No. 44,022
500 First National Tower
106 S. Main Street
Akron, Ohio 44308-1471

Total number of pages comprising cover sheet: 2

SCHEDULE A

TITLE	APPLICATION NO.	FILING DATE	REGISTRATION DATE	REGISTRATION NO.
AEROTECH	75/394,545	November 21, 1997	April 10, 2001	2,441,724
BLUE-GREEN STRANDS DESIGN	74/261,624	April 2, 1992	April 4, 1995	1,887,728
CUSHION	75/292,008	May 14, 1997	January 5, 1999	2,215,861
CUSHION CORE	73/566,682	November 4, 1985	July 28, 1987	1,449,251
CUSHION-PAC	75/292,017	May 14, 1997	February 2, 1999	2,221,221
CUSHION ROPE	73/668,193	June 23, 1987	November 8, 1988	1,511,498
DRILLTECH	75/394,393	November 21, 1997	October 15, 2002	2,633,736
DY-PAC	73/476,208	April 19, 1984	December 10, 1985	1,374,556
HIGHRISER	75/393,964	November 21, 1997	December 14, 1999	2,299,298
LOBO	73/536,330	May 7, 1985	October 21, 1986	1,413,963
MARINELINE	75/394,313	November 21, 1997	January 15, 2002	2,530,817
MINEPRO	75/394,001	November 21, 1997	January 4, 2000	2,305,223
MINEX	75/394,379	November 21, 1997	September 14, 1999	2,277,300
PERFORMANCE SERIES	75/291,576	May 14, 1997	April 11, 2000	2,339,524
POWERLINE	75/394,305	November 21, 1997	July 10, 2001	2,466,847
POWER-LOC	75/428,463	February 3, 1998	September 21, 1999	2,278,930
POWER-PAC	73/796,896	May 1, 1989	December 12, 1989	1,570,641
PRO-SLING	75/713,079	May 25, 1999	September 3, 2002	2,613,675
PRO-SWAGED	75/428,462	February 3, 1998	September 21, 1999	2,278,929
ROPES THAT OUTPERFORM	76/047,409	May 12, 2000	N/A	Still Pending
SKYTRAM	75/394,390	November 21, 1997	November 13, 2001	2,508,194
STRANDCOTE	76/465,575	November 8, 2002	N/A	Still Pending
STRUCTURES+	75/394,541	November 21, 1997	July 18, 2000	2,367,414
SUPER SWAGED	73/766,289	November 29, 1988	June 20, 1989	1,544,172
SURELIFT	75/394,000	November 21, 1997	September 5, 2000	2,382,100

TRADEMARK

REEL: 002815 FRAME: 0860

TITLE	APPLICATION NO.	FILING DATE	REGISTRATION DATE	REGISTRATION NO.
TRI-MAX	75/428,370	February 3, 1998	December 28, 1999	2,303,461
TRI-PAC	75/428,246	February 3, 1998	March 27, 2001	2,437,820
WIRE ROPE DESIGN (BLUE)	73/828,589	October 2, 1989	April 20, 1993	1,765,535
WOODLANDER	75/394,542	November 21, 1997	March 6, 2001	2,432,508
WRI LOGO DESIGN	75/104,359	May 15, 1996	June 30, 1998	2,168,857

03/12/2004
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Respectfully submitted,

BROUSE MCDOWELL

March 12, 2004
Date

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Heather M. Barnes, Esq.
Reg. No. 44,022
500 First National Tower
106 S. Main Street
Akron, Ohio 44308-1471

Telephone No.: (330) 535-5711
Fax No.: (330) 253-8601

Total number of pages comprising cover sheet: 2

#566464 v1

SCHEDULE A

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MINIPRO	75/394,001	November 21, 1997	January 4, 2000	2,305,223
MINEX	75/394,379	November 21, 1997	September 14, 1999	2,277,300
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POWERLINE	75/394,305	November 21, 1997	July 10, 2001	2,466,847
POWER-LOG	75/428,463	February 3, 1998	September 21, 1999	2,278,930
POWER-PAC	73/796,896	May 1, 1989	December 12, 1989	1,570,641
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PRO-SWAGED	75/428,462	February 3, 1998	September 21, 1999	2,278,929
ROPES THAT				
OUTPERFORM	76/047,409	May 12, 2000	N/A	Still Pending
SKYTRAM	75/394,390	November 21, 1997	November 13, 2001	2,508,194
STRANDCOTE	76/465,575	November 8, 2002	N/A	Still Pending
STRUKTURBS+	75/394,541	November 21, 1997	July 18, 2000	2,367,414
SUPER-SWAGED	73/566,289	November 29, 1988	June 20, 1989	1,544,172
SURELIFT	75/394,000	November 21, 1997	September 5, 2000	2,382,100

MARK	NO.	REG. DATE	REG. CLASS	REG. TERM	REG. FEE
TRE-MAX	75/428,370	February 3, 1998		December 28, 1999	2,303,461
TRE-PAC	75/428,246	February 3, 1998		March 27, 2001	2,457,820
WIRE ROPE DESIGN (BLUE)	75/828,589	October 2, 1989		April 20, 1993	1,765,335
WOODLAMBER	75/394,542	November 21, 1997		March 6, 2001	2,432,508
WRILOGO DESIGN	75/104,339	May 15, 1996		June 30, 1998	2,168,857

SECURITY AGREEMENT
(Trademark)

THIS SECURITY AGREEMENT (TRADEMARK) ("Agreement"), dated as of March 2, 2004, between Wire Rope Industries Ltd., a Quebec company (the "Grantor") and GMAC Commercial Finance Corporation – Canada as Lender and Agent (together with its successors thereto in such capacity, (the "Agent");

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated as of March 2, 2004 (together with all amendments, supplements, restatements and other modifications, if any, from time to time made thereto, the "Loan Agreement") among the Grantor, the Agent, Wire Rope Industries, Inc. and Wire Rope Industries Distribution Ltd. as guarantors, and the Lenders party thereto from time to time, the Lender has agreed to make extensions of credit to the Grantor subject to the terms and provisions of the Loan Agreement.

AND WHEREAS, in connection with the Loan Agreement the Grantor has executed and delivered a Deed of Hypothec on the Universality of Movable and Immovable Property and a General Security Agreement, both dated as of March 2, 2004, (together with all amendments, supplements, restatements and other modifications, if any, from time to time made thereto, collectively the "Security Agreements").

AND WHEREAS, as a condition precedent to the making of the loans on the closing date under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent for its own benefit and for the benefit of Lenders a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations (as defined in the Security Agreements);

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, the Grantor agrees 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 in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations of the Grantor, the Grantor does hereby mortgage, pledge and hypothecate to the Agent for its own benefit and for the benefit of the Lender, and grant to the Agent for its own benefit and for the benefit of the Lender, a security interest in all of the following property, but excluding therefrom the Proprietary Rights Collateral (as defined in the Loan Agreement) applied for

by the Grantor after the closing date of the Loan Agreement and subject to the Grantor's rights to grant the Excluded Licenses (as defined in the Loan Agreement) (the "Trademark Collateral"), now owned and existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the Chilean Trademark Office or in any office or agent of Canada or any foreign country, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any of the items described in clause (a), including each Trademark license referred to in Schedule "A" hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Schedule "A" hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral relating to the Trademarks referred to in Part 1 of Schedule "A" with the Canadian Intellectual Property Office, recording a security interest of the Agent in the Trademark Collateral relating to the Trademarks referred to in Part 2 of Schedule "A" with the United States Patent and Trademark Office and recording a security interest of the Agent in the Trademark Collateral relating to the Trademarks referred to in Part 3 of Schedule "A" with the Chilean Trademark Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of Lender under the Security Agreements. The Security Agreements (and all rights and remedies of the Agent and the Lender) shall remain in full force and effect in accordance with their terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of the Loan Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other document as may be necessary or proper to release the lien on any security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which (including the remedies provided for therein) are incorporated by references herein as if fully set forth herein.

SECTION 6. Loan Document, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall take precedence over those contained herein and, in particular, if any act of the Grantor is expressly permitted under the Loan Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Loan Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by the Agent in accordance with the term of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Language. The parties acknowledge that they have required that this agreement and all related documents be prepared in English. *Les parties aux présentes reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

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 first year above written.

WIRE ROPE INDUSTRIES LTD.

Per: 

Name: Jorge Eugenin Ulloa

Title: President

GMAC COMMERCIAL FINANCE
CORPORATION - CANADA, as Lender and as
Agent

Per: 

Name: Carol Edwards

Title: Senior Vice-President

SCHEDULE "A"

Part 1 - Canada

See attached.

Part 2 - U.S.

See attached.

Part 1 - Canada

MARK	APPL. #	APPL. DATE	REG. #
AEROTECH	847,838	06/16/97	TMA527,381
ARRANGEMENT OF CIRCLES DESIGN (BLUE/GREY OR SILVER)	431,440	10/23/78	TMA241,479
ARRANGEMENT OF CIRCLES DESIGN (GREY/BLACK)	431,441	10/23/78	TMA240,988
BLUE LINE	694,608	12/02/91	TMA427,432
BLUE PIN	602,297	03/08/88	TMA350,252
BLUE PIN DESIGN	592,456	09/28/88	TMA351,587
BLUE STRAND	550,625	10/15/85	TMA316,744
BLUE STRAND DESIGN	163,023	09/27/33	UCA2855
BLUE-GREEN STRANDS DESIGN	736,597	09/10/93	TMA440,953
BLU-FLEX	229,272	03/10/55	TMA101,643
BLU-LOC	228,041	12/15/54	TMA100,843
BULL DOG & DESIGN	244,678	03/10/58	TMA111,818
BULLDOG WIRE ROPE	076,800		TMDA17612
CAN-LIFT	336,319	09/17/70	TMA202,660
CUSHION	830,765	12/04/96	TMA488,585
CUSHION CORE	546,792	07/25/85	TMA315,212
CUSHION ROPE	581,117	03/31/87	TMA339,319
CUSHION-PAC	830,764	12/04/96	TMA493,431
DOUBLE BLUE STRAND	309,308	11/29/67	TMA161,930
DRILL MASTER	647,044	12/18/89	TMA376,972
DRILLTECH	847,844	06/16/97	TMA517,870
DY-PAC	517,681	02/29/84	TMA298,594
GOUROCK	440,843	05/30/79	TMA254,632
GREEN STRAND DESIGN	303,757	03/30/67	TMA155,234
HIGHRISER	847,842	06/16/97	TMA509,780
LES CABLES ULTRAPERFORMANTS	1042957	01/18/2000	
LOBO	531,607	11/14/84	TMA309,924

TRADEMARK**REEL: 002815 FRAME: 0871**

MARK	APPL. #	APPL. DATE	REG. #
MARATHON	221,269	09/18/53	UCA45879
MARINELINE	847,840	06/16/97	TMA527,379
MARTIN BLACK SILVER STRAND	0248341	11/25/58	TMA116,482
MILLER BOOM	678,072	03/18/91	TMA403,045
MINEPRO	847,845	06/16/97	TMA505,070
MINEX	847,846	06/16/97	TMA506,135
NYCORE	239,380	02/06/57	TMA107,690
ORANGE STRAND	322,503	05/20/69	TMA222,327
ORANGE STRAND DESIGN	303,756	03/30/67	TMA224,565
ORANGE-BLACK-ORANGE DESIGN	540,224	04/17/85	TMA319,977
PERFORMANCE SERIES	830,766	12/04/96	TMA498,462
POWERLINE	847,839	06/16/97	TMA527,378
POWER-LOC	854,592	08/28/97	TMA506,202
POWER-PAC	594,846	11/05/87	TMA349,238
PRO-SLING	1,010,129	03/29/99	TMA537,623
PRO-SWAGED	854,595	08/28/97	TMA506,139
QV DESIGN	799,549	12/12/95	TMA475,820
ROPES THAT OUTPERFORM	1042611	01/17/2000	TMA588,171
SILVER STRAND	322,487	05/20/69	TMA169,155
SILVER STRAND DESIGN	629,165	04/10/89	TMA371,281
SKIDDER-MATE	346,353	09/20/71	TMA187,835
SKYTRAM	847,841	06/16/97	TMA529,157
SPEEDWELL SILVER STRAND	0248339	11/25/58	TMA116,480
STICKLESS BOOM	678,073	03/18/91	TMA403,046
STRANDCOTE	1,141,143	05/16/2002	
STRUCTURES+	847,843	06/16/97	TMA517,873
SUPER SWAGED	651,045	02/15/90	TMA389,172
SURELIFT	847,992	06/16/97	TMA517,861
TALURIT	315,430	08/20/68	TMA163,765
TIMBERFLEX	308,153	10/05/67	TMA159,664

MARK	APPL. #	APPL. DATE	REG. #
TRAWL-MOR	643,389	10/27/89	TMA381,678
TRAWL-PAC	621,781	12/09/88	TMA362,505
TRI-MAX	854,594	08/28/97	TMA506,138
TRI-PAC	854,593	08/28/97	TMA527,439
TWIN-LOC	403,986	11/09/76	TMA228,507
WIRE ROPE DESIGN (BLUE JACKET)	781097	04/25/95	TMA463,787
WIRE ROPE DESIGN (BLUE)	640,635	09/18/89	TMA376,887
WIRE ROPE DESIGN WITH GREEN AND CREAM STRANDS	601,768	02/24/88	TMA373,233
WIRE ROPE DESIGN WITH RED AND GREEN STRANDS	577,804	02/06/87	TMA376,602
WIRE ROPE DESIGN WITH RED AND WHITE STRANDS	578,144	02/06/87	TMA351,117
WOODLANDER	847,991	06/16/97	TMA517,869
WRI & CIRCLES DESIGN	309,307	11/20/67	TMA161,956
WRI LOGO DESIGN	799,548	12/12/95	TMA475,821

Part 2 - U.S

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MARK	APPL. #	APPL. DATE	REG. #
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WRI LOGO DESIGN	75/104,359	05/15/1996	2,168,857

SECURITY AGREEMENT
(Trademark)

THIS SECURITY AGREEMENT (TRADEMARK) ("Agreement"), dated as of March 2, 2004, between Wire Rope Industries Ltd., a Quebec company (the "Grantor") and GMAC Commercial Finance Corporation - Canada as Lender and Agent (together with its successors thereto in such capacity, (the "Agent")):

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated as of March 2, 2004 (together with all amendments, supplements, restatements and other modifications, if any, from time to time made thereto, the "Loan Agreement") among the Grantor, the Agent, Wire Rope Industries, Inc. and Wire Rope Industries Distribution Ltd. as guarantors, and the Lenders party thereto from time to time, the Lender has agreed to make extensions of credit to the Grantor subject to the terms and provisions of the Loan Agreement.

AND WHEREAS, in connection with the Loan Agreement the Grantor has executed and delivered a Deed of Hypothec on the Universality of Movable and Immovable Property and a General Security Agreement, both dated as of March 2, 2004, (together with all amendments, supplements, restatements and other modifications, if any, from time to time made thereto, collectively the "Security Agreements"),

AND WHEREAS, as a condition precedent to the making of the loans on the closing date under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent for its own benefit and for the benefit of Lenders a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations (as defined in the Security Agreements);

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, the Grantor agrees 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 in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations of the Grantor, the Grantor does hereby mortgage, pledge and hypothecate to the Agent for its own benefit and for the benefit of the Lender, and grant to the Agent for its own benefit and for the benefit of the Lender, a security interest in all of the following property, but excluding therefrom the Proprietary Rights Collateral (as defined in the Loan Agreement) applied for

by the Grantor after the closing date of the Loan Agreement and subject to the Grantor's rights to grant the Excluded Licenses (as defined in the Loan Agreement) (the "Trademark Collateral"), now owned and existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the Chilean Trademark Office or in any office or agent of Canada or any foreign country, including those referred to in Schedule "A" hereto and all renewals, extensions or renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any of the items described in clause (a), including each Trademark license referred to in Schedule "A" hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Schedule "A" hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral relating to the Trademarks referred to in Part 1 of Schedule "A" with the Canadian Intellectual Property Office, recording a security interest of the Agent in the Trademark Collateral relating to the Trademarks referred to in Part 2 of Schedule "A" with the United States Patent and Trademark Office and recording a security interest of the Agent in the Trademark Collateral relating to the Trademarks referred to in Part 3 of Schedule "A" with the Chilean Trademark Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of Lender under the Security Agreements. The Security Agreements (and all rights and remedies of the Agent and the Lender) shall remain in full force and effect in accordance with their terms.

SECTION 4. ~~Release of Security Interest.~~ Upon payment in full of all Obligations and the termination of the Loan Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on any security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall take precedence over those contained herein and, in particular, if any act of the Grantor is expressly permitted under the Loan Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Loan Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by the Agent in accordance with the term of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Language. The parties acknowledge that they have required that this agreement and all related documents be prepared in English. *Les parties aux présentes reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

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 first year above written.

WIRE ROPE INDUSTRIES LTD.

Per: 

Name: Jorge Eugenio Ulloa

Title: President

GMAC COMMERCIAL FINANCE CORPORATION - CANADA, as Lender and as Agent

Per: 

Name: Carol Edwards

Title: Senior Vice-President

SCHEDULE "A"

Part 1 - Canada
See attached.

Part 2 - U.S.
See attached.

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TRADEMARK
REEL: 002815 FRAME: 0880

Part 1 - Canada

MARK	APPL. #	APPL. DATE	REG. #
AEROTECH	847,838	06/16/97	TMA527,381
ARRANGEMENT OF CIRCLES DESIGN (BLUE/GREY OR SILVER)	431,440	10/23/78	TMA241,479
ARRANGEMENT OF CIRCLES DESIGN (GREY/BLACK)	431,441	10/23/78	TMA240,988
BLUE LINE	694,608	12/02/91	TMA427,432
BLUE PIN	602,297	03/08/88	TMA350,252
BLUE PIN DESIGN	592,456	09/28/88	TMA351,587
BLUE STRAND	550,625	10/15/85	TMA316,744
BLUE STRAND DESIGN	163,023	09/27/33	UCA2855
BLUE-GREEN STRANDS DESIGN	736,597	09/10/93	TMA440,953
BLU-FLEX	229,272	03/10/55	TMA101,643
BLU-LOC	228,041	12/15/54	TMA100,843
BULL DOG & DESIGN	244,678	03/10/58	TMA111,818
BULLDOG WIRE ROPE	076,800		TMDA17612
CAN-LIFT	336,319	09/17/70	TMA202,660
CUSHION	830,765	12/04/96	TMA488,585
CUSHION CORE	546,792	07/25/85	TMA315,212
CUSHION ROPE	581,117	03/31/87	TMA339,319
CUSHION-PAC	830,764	12/04/96	TMA493,431
DOUBLE BLUE STRAND	309,308	11/29/67	TMA161,930
DRILL MASTER	647,044	12/18/89	TMA376,972
DRILLTECH	847,844	06/16/97	TMA517,870
DY-PAC	517,681	02/29/84	TMA298,594
GOUROCK	440,843	05/30/79	TMA254,632
GREEN STRAND DESIGN	303,757	03/30/67	TMA155,234
HIGHRISER	847,842	06/16/97	TMA309,780
LES CABLES ULTRAPERFORMANTS	1042957	01/18/2000	
LOBO	531,607	11/14/84	TMA309,924

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MARK	APPL. #	APPL. DATE	REG. #
MARATHON	221,269	09/18/53	UCA45879
MARINELINE	847,840	06/16/97	TMA527,379
MARTIN BLACK SILVER STRAND	0248341	11/25/58	TMA116,482
MILLER BOOM	678,072	03/18/91	TMA403,045
MINEPRO	847,845	06/16/97	TMA505,070
MINEX	847,846	06/16/97	TMA506,135
NYCORE	239,380	02/06/57	TMA107,690
ORANGE STRAND	322,503	05/20/69	TMA222,327
ORANGE STRAND DESIGN	303,756	03/30/67	TMA224,565
ORANGE-BLACK-ORANGE DESIGN	540,224	04/17/85	TMA319,977
PERFORMANCE SERIES	830,766	12/04/96	TMA498,462
POWERLINE	847,839	06/16/97	TMA527,378
POWER-LOC	854,592	08/28/97	TMA506,202
POWER-PAC	594,846	11/05/87	TMA349,238
PRO-SLING	1,010,129	03/29/99	TMA537,623
PRO-SWAGED	854,595	08/28/97	TMA506,139
QV DESIGN	799,549	12/12/95	TMA475,820
ROPES THAT OUTPERFORM	1042611	01/17/2000	TMA588,171
SILVER STRAND	322,487	05/20/69	TMA169,155
SILVER STRAND DESIGN	629,165	04/10/89	TMA371,281
SKIDDER-MATE	346,353	09/20/71	TMA187,835
SKYTRAM	847,841	06/16/97	TMA529,157
SPEEDWELL SILVER STRAND	0248339	11/25/58	TMA116,480
STICKLESS BOOM	678,073	03/18/91	TMA403,046
STRANDCOTE	1,141,143	05/16/2002	
STRUCTURES+	847,843	06/16/97	TMA517,873
SUPER SWAGED	651,045	02/15/90	TMA389,172
SURELIFT	847,992	06/16/97	TMA517,861
TALURIT	315,430	08/20/68	TMA163,765
TIMBERFLEX	308,153	10/05/67	TMA159,664

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MARK	APPL. #	APPL. DATE	REG. #
TRAWL-MOR	648,989	10/27/89	TMA381,678
TRAWL-PAC	621,781	12/09/88	TMA362,505
TRI-MAX	854,594	08/28/97	TMA506,138
TRI-PAC	854,593	08/28/97	TMA527,489
TWIN-LOC	403,986	11/09/76	TMA228,507
WIRE ROPE DESIGN (BLUE JACKET)	781097	04/25/95	TMA463,787
WIRE ROPE DESIGN (BLUE)	640,635	09/18/89	TMA376,887
WIRE ROPE DESIGN WITH GREEN AND CREAM STRANDS	601,768	02/24/88	TMA373,233
WIRE ROPE DESIGN WITH RED AND GREEN STRANDS	577,804	02/06/87	TMA376,602
WIRE ROPE DESIGN WITH RED AND WHITE STRANDS	578,144	02/06/87	TMA351,117
WOODLANDER	847,991	06/16/97	TMA517,869
WRI & CIRCLES DESIGN	309,307	11/20/67	TMA161,956
WRI LOGO DESIGN	799,548	12/12/95	TMA475,821

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Part 2 - US

MARK	APPL. #	APPL. DATE	REG. #
AEROTECH	75/394,545	11/21/1997	2,441,724
BLUE-GREEN STRANDS DESIGN	74/261,624	04/02/1992	1,887,728
CUSHION	75/292,008	05/14/1997	2,215,861
CUSHION CORE	73/566,682	11/04/1985	1,449,251
CUSHION-PAC	75/292,017	05/14/1997	2,221,321
CUSHION ROPE	73/668,193	06/23/1987	1,511,498
DRILLTECH	75/394,393	11/21/1997	2,633,736
DY-PAC	73/476,203	04/19/1984	1,374,556
HIGHRISE	75/393,964	11/21/1997	2,299,298
LOBO	73/536,330	05/07/1985	1,413,963
MARINELINE	75/394,313	11/21/1997	2,530,817
MINEPRO	75/394,001	11/21/1997	2,305,223
MINEX	75/394,379	11/21/1997	2,277,300
PERFORMANCE SERIES	75/291,576	05/14/1997	2,339,524
POWERLINE	75/394,305	11/21/1997	2,466,847
POWER-LOC	75/428,463	02/03/1998	2,278,930
POWER-PAC	73/796,896	05/01/1989	1,570,641
PRO-SLING	75/713,079	05/25/1999	2,613,675
PRO-SWAGED	75/428,462	02/03/1998	2,278,929
ROPES THAT OUTPERFORM	76/047,409	05/12/2000	PENDING
SKYTEAM	75/394,390	11/21/1997	2,508,194
STRANDCOTE	76/465,575	11/08/2002	PENDING
STRUCTURES+	75/394,541	11/21/1997	2,367,414
SUPER SWAGED	73/766,289	11/29/1988	1,544,172
SURELIFT	75/394,000	11/21/1997	2,382,100
TRI-MAX	75/428,370	02/03/1998	2,303,461
TRI-PAC	75/428,246	02/03/1998	2,437,820
WIRE ROPE DESIGN (BLUE)	73/828,589	02/10/1989	1,765,535

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MARK	APPL.#	APPL. DATE	REG.#
WOODLANDER	75/394,542	11/21/1997	2,432,508
WRI LOGO DESIGN	75/104,359	05/15/1996	2,168,857

DOCSTL: 9711412