

06-14-2004

6-14-04

Form PTO-1594

(Rev. 03/01)

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

Tab settings ⇨ ⇨ ⇨



102713098

ET

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

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

1. Name of conveying party(ies):

Insteel Industries, Inc.

1373 Boggs Drive

Mount Airy, NC 27030

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____Execution Date: June 2, 2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 500 W. Monroe StreetCity: ChicagoState: IL Zip: 60661☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State DE☐ 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1871001Additional number(s) attached ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Christina McClure

Internal Address: _____

Street Address: Latham & Watkins Illinois LLC233 S. Wacker Drive, Suite 5800City: ChicagoState: ILZip: 606066. Total number of applications and
registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Christina McClure

Name of Person Signing

Christina McClure

Signature

9/10/2004

Date

Total number of pages including cover sheet, attachments, and document: 6

06/14/2004 JJALLAH2 00000030 1871001

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:8521
02 FC:852340.00 OP
120.00 OPTRADEMARK
REEL: 002870 FRAME: 0761

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 2, 2004, by INSTEEL INDUSTRIES, INC., a North Carolina corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Insteel Wire Products Company, a North Carolina corporation ("Borrower"), Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its United States Trademarks and Trademark Licenses relating to United States Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any such Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INSTEEL INDUSTRIES, INC., a North Carolina corporation

By: Michael C. Gazmarian
Name: Michael C. Gazmarian
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF NC)

) ss.

COUNTY OF Surry)

On this 2 day of June, 2004 before me personally appeared Michael C. Gazmarian proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INSTEEL INDUSTRIES, INC., a North Carolina corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Shirley M. Spencer
Notary Public
My Commission Expires: 9/30/06

{seal}


[Signature Page to Holdings Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INSTEEL INDUSTRIES, INC., a North
Carolina corporation**

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Gregory Ecu
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR
STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2004 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INSTEEL INDUSTRIES, INC., a North Carolina corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

[Signature Page to Holdings Trademark Security Agreement]

SCHEDULE I
TO
INSTEEL INDUSTRIES, INC.
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Application or Registration Number
Insteel Wire Products	1, 871,001