

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	release of security interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foothill Capital Corporation		11/18/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Essex Electric Inc.
Street Address:	1710 Wall Street
City:	Fort Wayne
State/Country:	INDIANA
Postal Code:	46802
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1931948	ROYAL
Registration Number:	1865679	ULTIMA
Registration Number:	1484145	TRIANGLE
Registration Number:	1480522	EZC EXTRA
Registration Number:	1305793	E-Z-C
Registration Number:	837470	ROYAL
Registration Number:	780919	EXCEL XL

CORRESPONDENCE DATA

Fax Number: (312)569-3468
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-569-1468
 Email: IPDOCKET@GCD.COM
 Correspondent Name: Mary Margaret Murray - Gardner et al.
 Address Line 1: 191 N. Wacker Drive
 Address Line 2: Suite 3700
 Address Line 4: Chicago, ILLINOIS 60606

CH \$190.00 1931948

ATTORNEY DOCKET NUMBER:

086191-0002(9)

NAME OF SUBMITTER:

Mary Margaret Murray

Total Attachments: 32

source=Foothill#page1.tif

source=Foothill#page2.tif

source=Foothill#page3.tif

source=Foothill#page4.tif

source=Foothill#page5.tif

source=Foothill#page6.tif

source=Foothill#page7.tif

source=Foothill#page8.tif

source=Foothill#page9.tif

source=Foothill#page10.tif

source=Foothill#page11.tif

source=Foothill#page12.tif

source=Foothill#page13.tif

source=Foothill#page14.tif

source=Foothill#page15.tif

source=Foothill#page16.tif

source=Foothill#page17.tif

source=Foothill#page18.tif

source=Foothill#page19.tif

source=Foothill#page20.tif

source=Foothill#page21.tif

source=Foothill#page22.tif

source=Foothill#page23.tif

source=Foothill#page24.tif

source=Foothill#page25.tif

source=Foothill#page26.tif

source=Foothill#page27.tif

source=Foothill#page28.tif

source=Foothill#page29.tif

source=Foothill#page30.tif

source=Foothill#page31.tif

source=Foothill#page32.tif

WELLS FARGO FOOTHILL, INC.

November 18, 2003

Essex Electric Inc.
c/o Alpine Holdco, Inc.
One Meadowlands Plaza; Suite 200
East Rutherford, New Jersey 07073

Re: Essex Electric Inc.

Ladies and Gentlemen:


Reference is hereby made to that certain Loan and Security Agreement dated as of December 11, 2002 (as the same may heretofore have been or may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Alpine Holdco Inc., a Delaware corporation ("Parent"), DNE Technologies, Inc., a Delaware corporation ("Technologies"), DNE Manufacturing and Service Company, a Delaware corporation ("Manufacturing"), Essex Electric Inc., a Delaware corporation ("Electric"; Parent, Technologies, Manufacturing and Electric are collectively, the "Borrowers" and each, a "Borrower"), DNE Systems, Inc., a Delaware corporation ("Systems" or "Credit Party"), Wells Fargo Foothill, Inc., a California corporation formerly known as Foothill Capital Corporation, as agent ("Agent") for the Lenders (defined below) and as a Lender, Congress Financial Corporation (Southern), as documentation agent for the Lenders ("Documentation Agent") and as a Lender, and the Lenders. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

Parent and Electric have informed Agent that Electric intends to dispose of the "Purchased Assets" that certain Select Asset Transfer Agreement dated as of November 18, 2003 between Electric and Coleman Cable, Inc. (the "Purchase Agreement").

This letter will confirm that upon the disposition of the Purchased Assets by Electric in accordance with the terms of the Purchase Agreement and receipt by Agent of all of the net cash proceeds thereof to be paid on or about the date hereof, (i) the liens and security interests of the Agent in the Purchased Assets shall be released and terminated and (ii) Parent shall be authorized to file a UCC-3 partial release covering the Purchased Assets (and no other assets of Electric) in respect of the UCC-1 financing statement on record with the Delaware Secretary of State and naming Electric as debtor and the Agent as secured party.

Very truly yours,

WELLS FARGO FOOTHILL, INC., as Agent

By 
Its Will Hancock

November 18, 2003

CONSENT UNDER LOAN AND SECURITY AGREEMENT

Alpine Holdco, Inc.
One Meadowlands Plaza
Suite 200
East Rutherford, New Jersey 07073

Reference is hereby made to that certain Loan and Security Agreement dated as of December 11, 2002 (as the same may heretofore have been or may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Alpine Holdco Inc., a Delaware corporation ("Parent"), DNE Technologies, Inc., a Delaware corporation ("Technologies"), DNE Manufacturing and Service Company, a Delaware corporation ("Manufacturing"), Essex Electric Inc., a Delaware corporation ("Electric"; Parent, Technologies, Manufacturing and Electric are collectively, the "Borrowers" and each, a "Borrower"), DNE Systems, Inc., a Delaware corporation ("Systems" or "Credit Party"), Foothill Capital Corporation, as agent ("Agent") for the Lenders (defined below) and as a Lender, Congress Financial Corporation (Southern), as documentation agent for the Lenders ("Documentation Agent") and as a Lender, and the Lenders. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

1. Borrower Representative has advised Agent that Electric desires to sell certain of its assets to Coleman Cable, Inc. (the "Buyer") pursuant to the terms of that certain Select Asset Transfer Agreement dated as of November 18, 2003 between Electric and the Buyer (the "Purchase Agreement"). Because the same would violate the terms of Section 7.4 of the Loan Agreement, Borrower Representative has requested that Agent and the Required Lenders consent to the execution and delivery of the Purchase Agreement and the consummation of the transactions contemplated thereby.

2. Subject to the satisfaction of the condition precedent set forth in paragraph 3 hereof, Agent and the Required Lenders hereby consent to the execution and delivery of the Purchase Agreement and the consummation of the transactions contemplated thereby. Agent agrees that, upon the consummation of the sale of the Purchased Assets in accordance with the terms of the Purchase Agreement and the satisfaction of the condition precedent set forth in paragraph 3 hereof, Agent shall execute and deliver such documents that Electric may reasonably request to effect the release of the liens in favor of Agent, for its benefit and the benefit of the Lenders, in the "Purchased Assets" under and as defined in the Purchase Agreement. The undersigned Lenders hereby authorize and direct Agent to execute and deliver any such release documents in accordance with the preceding sentence. The consent provided for in this paragraph 2 shall not constitute a modification or alteration of the

terms, conditions or covenants of the Loan Agreement or any other Loan Document or a waiver, release or limitation upon the exercise by Agent or any Lender of any of its rights, legal or equitable, under the Loan Agreement or any other Loan Document except with respect to the matters specifically consented to in this paragraph 2.

3. The consent of Agent and the Required Lenders set forth in paragraph 2 is subject to (i) the condition precedent that all of the net cash proceeds of the consideration payable to Electric under the Purchase Agreement on or about the date hereof shall have been received by Agent for application toward the repayment of the principal balance of Advances outstanding under the Loan Agreement and (ii) the condition subsequent and the requirement that all of the net cash proceeds of the consideration payable to Electric under the Purchase Agreement subsequent to the date hereof shall be delivered Agent for application toward the repayment of the principal balance of Advances outstanding under the Loan Agreement.

4. This Consent may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Consent. Each Borrower acknowledges that Section 16.7 of the Loan Agreement applies to this Consent.

Sincerely,

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By 
Title Vice President


DOCUMENTATION AGENT:

CONGRESS FINANCIAL CORPORATION
(SOUTHERN),
a Georgia corporation

By _____
Title _____

LENDERS:

WELLS FARGO FOOTHILL, INC.

By 
Title Vice President

STANDARD FEDERAL BANK NATIONAL
ASSOCIATION

By: LaSalle Business Credit, Inc., its Agent

By _____
Title _____

Sincerely,

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By _____
Title _____

DOCUMENTATION AGENT:

CONGRESS FINANCIAL CORPORATION
(SOUTHERN),
a Georgia corporation

By [Handwritten Signature] as Agent
Title First Vice President

LENDERS:

WELLS FARGO FOOTHILL, INC.

By _____
Title _____

STANDARD FEDERAL BANK NATIONAL
ASSOCIATION

By: LaSalle Business Credit, Inc., its Agent

By _____
Title _____

Sincerely,

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By _____
Title _____

DOCUMENTATION AGENT:

CONGRESS FINANCIAL CORPORATION
(SOUTHERN),
a Georgia corporation

By _____
Title _____

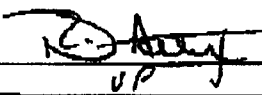
LENDERS:

WELLS FARGO FOOTHILL, INC.

By _____
Title _____

STANDARD FEDERAL BANK NATIONAL
ASSOCIATION

By: LaSalle Business Credit, LLC, its Agent

By  _____
Title VP _____

**CONGRESS FINANCIAL CORPORATION
(SOUTHERN)**

By [Signature] AS AGENT
Title FIRST VICE PRESIDENT

THE CIT GROUP / BUSINESS CREDIT, INC.

By _____
Title _____

ORIX FINANCIAL SERVICES, INC.

By _____
Title _____

Acknowledged, Accepted and Agreed:

BORROWERS:

DNE TECHNOLOGIES, INC.
a Delaware corporation

By _____
Title _____

DNE MANUFACTURING AND SERVICE COMPANY
a Delaware corporation

By _____
Title _____

ESSEX ELECTRIC INC.,
a Delaware corporation

By _____
Title _____

**CONGRESS FINANCIAL CORPORATION
(SOUTHERN)**

By _____
Title _____

THE CIT GROUP / BUSINESS CREDIT, INC.

By  _____
Title Vice President

ORIX FINANCIAL SERVICES, INC.

By _____
Title _____

Acknowledged, Accepted and Agreed:

BORROWERS:

DNE TECHNOLOGIES, INC.
a Delaware corporation

By _____
Title _____

DNE MANUFACTURING AND SERVICE COMPANY
a Delaware corporation

By _____
Title _____

ESSEX ELECTRIC INC.,
a Delaware corporation

By _____
Title _____

**CONGRESS FINANCIAL CORPORATION
(SOUTHERN)**

By _____
Title _____

THE CIT GROUP / BUSINESS CREDIT, INC.

By _____
Title _____

ORIX FINANCIAL SERVICES, INC.

By Anden Kowalsky
Title Vice President

Acknowledged, Accepted and Agreed:

BORROWERS:

DNE TECHNOLOGIES, INC.
a Delaware corporation

By _____
Title _____

DNE MANUFACTURING AND SERVICE COMPANY
a Delaware corporation

By _____
Title _____

ESSEX ELECTRIC INC.,
a Delaware corporation

By _____
Title _____

**CONGRESS FINANCIAL CORPORATION
(SOUTHERN)**

By _____
Title _____

THE CIT GROUP / BUSINESS CREDIT, INC.

By _____
Title _____

ORIX FINANCIAL SERVICES, INC.

By _____
Title _____

Acknowledged, Accepted and Agreed:

BORROWERS:

DNE TECHNOLOGIES, INC.
a Delaware corporation

By Sam H. Wahroza
Title _____

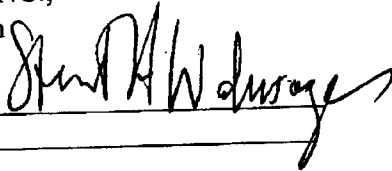
DNE MANUFACTURING AND SERVICE COMPANY
a Delaware corporation

By Sam H. Wahroza
Title _____

ESSEX ELECTRIC INC.,
a Delaware corporation

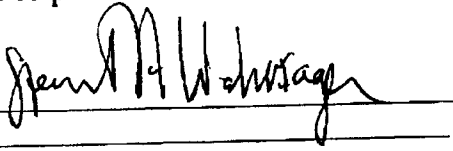
By Sam H. Wahroza
Title _____

ALPINE HOLDCO INC.,
a Delaware corporation

By _____ 
Title _____

CREDIT PARTY:

DNE SYSTEMS, INC.,
a Delaware corporation

By _____ 
Title _____

VII D. 6

SELECT ASSET TRANSFER AGREEMENT

THIS SELECT ASSET TRANSFER AGREEMENT (the "Agreement") dated as of November __, 2003, is made by and between ESSEX ELECTRIC INC., a Delaware corporation ("Seller"), and COLEMAN CABLE, INC., a Delaware corporation ("Buyer").

RECITALS:

A. Seller and Buyer are both engaged in the business of manufacturing and selling certain wire and cable products.

B. Seller desires to sell certain of its assets to Buyer, and Buyer desires to purchase such assets from Seller, all at the price and on the terms and conditions contained in this Agreement.

AGREEMENTS:

In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. **Purchased Assets.** Subject to this Agreement's terms and conditions, Seller shall sell, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any liens, claims, interests, security interests, charges and encumbrances of any nature whatsoever (any and all of which are herein referred to as "Liens"), all of Seller's right and title to and interest in the following assets of Seller (the "Purchased Assets"):

(a) All of Seller's finished goods SO portable cord inventory, wherever located, and set forth on Schedule 1(a) hereof (the "Inventory");

(b) All of the trademarks, service marks, slogans, trade names, trade dress and the like which are identified on Schedule 1(b), and the associated goodwill of each (collectively, the "Intellectual Property"); and

(c) All of Seller's Underwriter's Laboratories and Canadian Standards Association files, certifications, approvals, listings and other permits related to the Inventory (the "Standards Approvals"), to the extent transferable.

2. **Asset Transfer.** The Purchased Assets shall be delivered to Buyer as follows:

(a) Simultaneously with the execution of this Agreement, Seller shall convey to Buyer all of the Intellectual Property and the Standards Approvals (to the extent transferable), free and clear of any and all Liens;

(b) Seller shall deliver to Buyer the Inventory at such times and in such amounts as Buyer may from time to time request upon the submission by Buyer to Seller of purchase orders in Buyer's standard format (a copy of which is attached hereto as Exhibit A); provided, however, that Buyer shall submit orders for all Inventory, and Seller shall deliver all Inventory, no later than December 31, 2003. Each Inventory purchase order (the "Orders") shall include the following:

- (i) Payment terms shall be net sixty (60) days on all Orders of Inventory;
- (ii) Seller shall pay all normal freight charges for all Orders of Inventory;
- (iii) The Inventory shall be F.O.B. Buyer's requested final continental U.S. destination; and

(iv) Seller's standard terms and conditions of sale in the form attached hereto as Exhibit B shall apply to the Inventory purchases and shall control over any of the standard terms in Buyer's purchase order format to the extent inconsistent, except in the case such terms and conditions of sale are in conflict with any of the other provisions of this Agreement, in which case the provisions of this Agreement shall control in all respects.

3. Payment. In consideration of the transfer by Seller to Buyer of the Purchased Assets, Buyer hereby agrees to pay to Seller the following consideration:

(a) For the Inventory, the amounts set forth on Schedule 1(a), which shall be payable at such times as set forth in the Orders therefor;

(b) For the Intellectual Property:

(i) A one time payment of Fifty Thousand and 00/100 Dollars (\$50,000) payable upon execution of this Agreement; plus

(ii) For each year beginning with calendar year 2005 and continuing through calendar year 2008, an annual amount equal to the sum of (A) one-half of one percent (0.5%) of the Annual SO Cord Revenue (as herein defined) up to Five Million Dollars (\$5,000,000) received by Buyer in that year, plus (B) three-quarters of one percent (.75%) of the Annual SO Cord Revenue in excess of Five Million Dollars (\$5,000,000) received by Buyer in that year (together, the "Additional Purchase Price").

(c) For the purposes of this Agreement, "Annual SO Cord Revenue" shall mean the gross sales revenue unconditionally and actually collected by Buyer and its affiliates on account of sales by it only of two gauge through eighteen gauge through five conductor SO (rubber) portable cords in any calendar year, less discounts, rebates and returns.

(d) The Additional Purchase Price shall be determined as follows:

(i) No later than forty-five (45) days following each calendar year beginning with calendar year 2005 (each calendar year being referred to herein as a "Measurement

Period"), Buyer shall deliver to Seller a detailed determination of the Annual SO Cord Revenue generated by Buyer during the immediately preceding Measurement Period (each, a "Sales Calculation"), with such supporting documentation as shall be reasonably necessary to enable Seller to verify Buyer's determination contained in the Sales Calculation. Seller shall have the right, from time to time upon reasonable advance notice and without disruption of Buyer's business, to examine Buyer's relevant records for the limited purpose of verifying Buyer's Annual SO Cord Revenue.

(ii) Seller shall have sixty (60) days after receipt of a Sales Calculation (the "APP Dispute Period") to dispute any of the elements of or amounts reflected on such Sales Calculation (an "APP Dispute"). If Seller does not give written notice of a Dispute within the Dispute Period to Buyer (an "APP Dispute Notice"), the Sales Calculation shall be deemed to have been accepted and agreed to by Seller in the form in which it was delivered by Buyer, and shall be final and binding upon the parties hereto. If Seller has an APP Dispute, Seller shall give Buyer an APP Dispute Notice within the APP Dispute Period, setting forth in reasonable detail the elements and amounts with which it disagrees and its determination of the Additional Purchase Price with respect to the Measurement Period reflected in the Sales Calculation. Within sixty (60) days after delivery of an APP Dispute Notice, the parties hereto shall attempt to resolve such APP Dispute and agree in writing upon the final Additional Purchase Price for such Measurement Period.

(iii) If Buyer and Seller are unable to resolve any APP Dispute within the sixty (60) day period after Buyer's receipt of an APP Dispute Notice, the parties hereto shall select by mutual agreement an Arbitrating Accountant. In connection with the resolution of any APP Dispute, the Arbitrating Accountant shall have access to all documents, records, work papers, facilities and personnel necessary to perform its function as arbitrator. The arbitration before the Arbitrating Accountant shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The Arbitrating Accountant's award with respect to any APP Dispute shall be final and binding upon the parties hereto, and judgment may be entered on the award. The fees and expenses of the Arbitrating Accountant with respect to any APP Dispute shall be borne by the party whose proffered Additional Purchase Price is furthest from the Additional Purchase Price as determined by the Arbitrating Accountant.

(iv) Buyer shall pay to Seller the Additional Purchase Price for each Measurement Period in the amount shown on, and together with its delivery of, each of Buyer's sales calculation documentation and, if Seller disputes such calculation within the time period aforesaid and it is determined Buyer owes more Additional Purchase Price to Seller than tendered with the sales calculation, then any additional amount due by Buyer to Seller shall be paid within five (5) days of the final determination thereof. In the event it is determined that Buyer overpaid any installment of Additional Purchase Price, then the overpayment shall either be offset against future payments of additional Purchase Price, or if no such payments are due, paid by Seller to Buyer within five (5) days of Buyer's request therefor.

TRADEMARK

REEL: 002946 FRAME: 0248

(v) Following the payment of the Additional Purchase Price with respect to the fifth Measurement Period (calendar year 2008), no further Additional Purchase Price payments shall be due or owing hereunder.

4. Additional Covenants. The parties hereby further covenant and agree as follows:

(a) Seller hereby covenants and agrees that it shall deliver to Buyer upon execution of this Agreement copies of all SO (rubber) portable cord product specifications and manufacturing information (the "Product Specs") as is in Seller's possession or control, and shall deliver to Buyer, promptly upon Seller's receipt thereof, such additional copies of Product Specs as may hereafter come under Seller's possession or control from time to time hereafter. Seller shall be entitled to continue to use the Product Specs to manufacture product so long as it does not sell any such product utilizing any of the Intellectual Property.

(b) Seller hereby covenants and agrees to execute and deliver such assignments and bills of sale as Buyer may reasonably request from time to time to transfer title of the Purchased Assets to Buyer free and clear of any and all Liens, including without limitation, trademark assignments duly notarized for recordation at Buyer's expense with the United States Patent and Trademark Office.

(c) The parties hereby agree that any press releases or other public announcements and the timing thereof, whether written or oral, to be made by any of them with respect to the transaction the subject of this Agreement, shall be subject to the mutual agreement and consent of the parties prior to the dissemination thereof.

(d) As a further inducement for the parties to enter into this Agreement, each party agrees that for the longest period permitted by law, each party shall hold in strictest confidence, and shall not disclose to any person, firm, partnership, company, entity, or corporation (other than as required by law or to their respective lending institutions so long as they agree to be bound by the confidentiality provisions hereof) any Confidential Information (as defined herein) owned by the other party, previously or hereafter disclosed, without the other party's prior written approval. As used herein, "Confidential Information" means any and all information furnished previously or in the future (irrespective of the forms of communication and expressly including oral presentations) to either party by the other party or any of its representatives, including without limitation all research and studies, data, analyses, exhibits, lists or schedules of properties or assets and/or liabilities, books of record and account, financial data (including, without limitation, the Sales Calculations and supporting documentation issued in connection therewith), compilations, manuals, business plans, or other documents prepared by the receiving party or their respective representatives containing, or based in whole or in part on any such furnished information, or reflecting either party's review of the other party based on such

information, provided that the term "Confidential Information" shall not include such portions of the Confidential Information which are or become generally available to the public other than as a result of a disclosure by the receiving party or others receiving Confidential Information from the receiving party or was in the receiving party's possession or available to it on a non-confidential basis by a third party prior to its receipt in connection herewith or is hereafter obtained from third parties without obligation of confidentiality.

(e) At any time after the date hereof, the parties shall execute and deliver any instruments, assignments and other documents that are reasonably necessary to effect the transactions this Agreement contemplates or otherwise carry out the purpose of this Agreement.

(f) The parties shall be responsible for the fees and disbursements of their respective counsel and other professional advisors.

(g) Seller hereby covenants and agrees to manufacture for the benefit of Buyer SOOWA portable cord products in the type, quantity, quality and at such price as specified in on Schedule 5(g) attached hereto and made a part hereof (the "SOOWA Product"). Seller agrees to manufacture the SOOWA Product for shipment prior to December 31, 2003 and to manufacture the SOOWA Product by using copper strand supplied to Seller by Buyer (which such copper strand Buyer shall supply to Seller in time to enable Seller to meet its obligations hereunder). Buyer shall deliver to Seller an order for the SOOWA Product in the same form as the Inventory Orders, and all such orders shall be subject to the terms and conditions applicable to the Inventory Orders, except that payment terms for the SOOWA Product shall be net thirty (30) days.

(h) For a period following the closing of this transaction and expiring on the earlier of (i) five (5) years from the date hereof, or (ii) for so long as Buyer manufactures SEOO portable cord, Buyer agrees to sell to Seller such SEOO portable cord product as Buyer manufactures and Seller orders. The terms of such purchase shall be in accordance with Buyer's standard terms and conditions of sale, provided that the price to be paid for such SEOO portable cord product shall equal 110% of Buyer's standard manufacturing costs for such product, F.O.B. Buyer's plant, and such invoices shall be payable in net thirty (30) days. Buyer agrees to private label such SEOO portable cord product orders for Seller provided that Seller shall order such private label product in reasonable minimum run quantities as specified by Buyer. Seller shall have the right, from time to time upon reasonable advance notice and without disruption of Buyer's business, to verify Buyer's standard manufacturing costs for the SEOO portable cord product.

5. Seller Representations. Seller hereby represents and warrants to Buyer the truth and accuracy of the following:

(a) Seller is a corporation duly organized, validly existing and in good standing, under the laws of the State of Delaware.

(b) Seller has full corporate power and authority to enter into and perform (i) this Agreement and (ii) all documents and instruments to be executed by Seller pursuant to this Agreement (collectively, "Seller's Ancillary Documents"). This Agreement has been, and Seller's

Ancillary Documents will be, duly executed and delivered by duly authorized officers of Seller and are enforceable against Seller in accordance with their respective terms (except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, and other laws affecting creditors' rights, and by the availability of injunctive relief, specific performance and other equitable remedies). The execution, delivery and performance of this Agreement by Seller and all transactions contemplated hereby have been duly authorized by all necessary action on the part of Seller and will not result in a violation or breach of any contract or agreement to which Seller is a party.

(c) No consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery of this Agreement and Seller's Ancillary Documents and the consummation by Seller of the transaction contemplated by this Agreement and Seller's Ancillary Documents.

(d) Neither the execution and delivery of this Agreement and Seller's Ancillary Documents by Seller, nor the consummation by Seller of the transaction contemplated hereby or thereby, will conflict with or result in a breach of any of the terms, conditions or provisions of Seller's Articles of Incorporation or By-laws, or of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or any governmental authority or of any arbitration award applicable to Seller.

(e) Seller has good and marketable title to, and the corporate power to sell, the Purchased Assets, free and clear of any Liens. No unreleased mortgage, trust deed, chattel mortgage, security agreement, financing statement or other instrument encumbering any of the Purchased Assets has been recorded, filed, executed or delivered.

(f) Seller is not a party to, or bound by, any unexpired, undischarged or unsatisfied written or oral contract, agreement, indenture, mortgage, debenture, note or other instrument under the terms of which performance by Seller according to the terms of this Agreement will be a default or an event of acceleration, or whereby timely performance by Seller according to the terms of this Agreement may be prohibited, prevented or delayed.

(g) There is no claim, action, suit, litigation or proceeding of any nature (including, without limitation, any governmental, administrative or other investigation) pending or, to the best of Seller's knowledge, threatened against or affecting the Purchased Assets, or Seller's ownership thereof in any court or before any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.

(h) There are no material claims pending or, to the best of Seller's knowledge, anticipated or threatened against Seller with respect to the quality of or absence of defects in its SO portable cord products.

(i) Schedule 1(b) contains a complete and accurate list of all trademarks, tradenames, logos, servicemarks and other identifying intellectual property used by Seller in connection with the marketing, distribution and sale of its SO portable cord products, which list contains all registration numbers and applications. No other firm, corporation, association or person claims the right to use

in connection with similar or closely related goods and in the same geographic area, any mark which is identical or confusingly similar to any of the Intellectual Property; (ii) Seller has no knowledge of any claim, and has no reason to believe that any third party asserts ownership rights in any of the Intellectual Property; (iii) Seller has no knowledge of any claim and has no reason to believe that Seller's use of any Intellectual Property infringes any right of any third party; and (iv) Seller has no knowledge or any reason to believe that any third party is infringing any of Seller's rights in any of the Intellectual Property.

(j) The Inventory is good, marketable, free from defects in materials and/or workmanship, and fit for their normal purposes.

(k) The copies of all documents furnished by Seller to Buyer pursuant to the terms of this Agreement are complete and accurate copies of the originals. The information contained in the Schedules is complete and accurate in all material respects.

6. Buyer's Representations. Buyer represents and warrants the truth and accuracy of the following:

(a) Buyer is a corporation duly organized, existing and in good standing, under the laws of the State of Delaware.

(b) Buyer has full power and authority to enter into and perform (i) this Agreement and (ii) all documents and instruments to be executed by Buyer pursuant to this Agreement (collectively, "Buyer's Ancillary Documents"). This Agreement has been, and Buyer's Ancillary Documents will be, duly executed and delivered by the duly authorized officers of Buyer and are enforceable against Buyer in accordance with their respective terms (except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, and other laws affecting creditors' rights, and by the availability of injunctive relief, specific performance and other equitable remedies). The execution, delivery and performance of this Agreement by Buyer and all transactions contemplated hereby have been duly authorized by all necessary action on the part of Buyer and will not result in a violation or breach of any contract or agreement to which Buyer is a party.

(c) No consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required which has not already been received for the execution and delivery by Buyer of this Agreement and Buyer's Ancillary Documents, and the consummation by Buyer of the transaction contemplated by this Agreement and Buyer's Ancillary Documents.

(d) Neither the execution and delivery by Buyer of this Agreement and Buyer's Ancillary Documents, nor the consummation by Buyer of the transaction contemplated hereby or thereby, will conflict with or result in a breach of any of the terms, conditions or provisions of Buyer's Articles of Incorporation or By-laws, or of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or governmental authority or of any arbitration award applicable to Buyer.

(e) Buyer is not a party to any unexpired, undischarged or unsatisfied written or oral contract, agreement, indenture, mortgage, debenture, note or other instrument under the terms of which performance by Buyer according to the terms of this Agreement will be a default, or whereby timely performance by Buyer according to the terms of this Agreement may be prohibited, prevented or delayed.

7. **Indemnification by Seller.** Seller shall indemnify, defend and hold harmless Buyer against all costs, expenses, losses, damages or liabilities (including, without limitation, reasonable attorneys' fees) (collectively, "Damages") incurred by Buyer with respect to or in connection with:

(a) the existence of any fact, circumstance or condition constituting a breach or violation of any of the representations and warranties of Seller contained in this Agreement;

(b) the breach by Seller of any covenant or agreement contained in this Agreement; and

(c) any product defect or warranty claim attributable to the Inventory.

8. **Indemnification by Buyer.** Buyer shall indemnify, defend and hold harmless Seller against all costs, expenses, losses, damages or liabilities (including, without limitation, reasonable attorney's fees) (collectively, "Damages") incurred by Seller with respect to or in connection with:

(a) the existence of any fact, circumstance or condition constituting a breach or violation of any of the representations and warranties of Buyer contained in this Agreement; and

(b) the breach by Buyer of any covenant or agreement contained in this Agreement.

9. **Survival of Representations and Warranties.** Except as set forth below, the representations and warranties contained in this Agreement and in any instrument or document delivered pursuant to this Agreement shall expire on the two (2) year anniversary of the date hereof. Notwithstanding the immediately preceding sentence: (i) Buyer's representation in Section 6(b) and Seller's representations in Sections 5(b), (c) and (i) shall survive indefinitely. The applicable period of survival for each representation and warranty is the "Survival Period." Any claim for indemnification under Sections 7, 8, 10 or 11 hereof based upon or arising out of a breach of a representation or warranty made in this Agreement or any instrument or document delivered pursuant to this Agreement, must be made in writing within the Survival Period, or the party against which such claim is made shall have no indemnification obligation with respect to that claim.

10. **Procedure for Indemnification - Third-Party Claims.** If a complaint, claim or legal action is brought or made by a third party ("Third Party Claim") as to which Seller or Buyer is entitled to indemnification ("Indemnified Party"), the Indemnified Party shall give written notice of such Third Party Claim to the indemnifying party ("Indemnifying Party") promptly after the Indemnified Party receives notice of that claim, which notice shall include a copy of any letter, complaint or similar writing received by the Indemnified Party; provided, however, that any failure

to provide, or delay in providing, such notification shall not constitute a bar or defense to indemnification except to the extent the Indemnifying Party has been prejudiced.

The Indemnifying Party shall have the right to assume the defense of such Third Party Claim with counsel reasonably satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of the Indemnifying Party's election to assume defense of the Third Party Claim, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in defending such Third Party Claim except provided below. If the Indemnifying Party elects to assume the defense and select counsel, the Indemnified Party may participate in the defense through its own separate counsel, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) otherwise specifically agreed in writing by the Indemnifying Party, or (ii) counsel selected by the Indemnifying Party determines that, because of a conflict of interest between the Indemnifying Party and the Indemnified Party, counsel for the Indemnifying Party cannot adequately represent both parties in defending the action (in which case the Indemnifying Party shall not have the right to direct the defense of the Third Party Claim on the Indemnified Party's behalf).

The Indemnifying Party's failure to notify an Indemnified Party of its election to defend such Third Party Claim within twenty-one (21) days after notice of the Third Party Claim was given to the Indemnifying Party shall be deemed a waiver by the Indemnifying Party of its rights to defend the Third Party Claim.

If the Indemnifying Party assumes the defense of the Third Party Claim, its obligations shall include taking all steps necessary in defending the Third Party Claim and holding the Indemnified Party harmless against any and all Damages caused by or arising out of any settlement approved by the Indemnified Party or any judgment in connection with such claim or litigation.

If the Indemnifying Party does not assume the defense of the Third Party Claim, the Indemnified Party may defend against such claim or litigation in such manner as it deems appropriate; provided, however, that the Indemnified Party may not settle such Third Party Claim without the Indemnifying Party's prior written consent. The Indemnifying Party may not withhold such consent unless it has provided security of a type and in an amount reasonably acceptable to the Indemnified Party for the payment of its indemnification obligations for such Third Party Claim. The Indemnifying Party shall promptly reimburse the Indemnified Party for the Damages caused by or arising out of such settlement, or for the amount of any judgment rendered on the Third Party Claim, and for all costs and expenses the Indemnified Party reasonably incurred in defending the claim.

The Indemnifying Party may settle any Third Party Claim, in its sole discretion, without the Indemnified Party's prior written consent, provided that such settlement grants a full and unconditional release of the Indemnified Party and does not impose any liability or obligation on the Indemnified Party.

11. Procedure for Indemnification - Other Claims. A claim for indemnification for any matter not involving a Third Party Claim may be asserted by written notice to the party from whom indemnification is sought. Without limiting the foregoing, Buyer shall have the right from

time to time to return to Seller for full refund or credit any and all Inventory in accordance with terms of sale for such Inventory.

12. Miscellaneous

(a) This Agreement sets forth the entire understanding, and supersedes all prior and contemporaneous oral and written agreements, between the parties relating to the subject matter it contains and merges all prior and contemporaneous discussions between them. No party shall be bound by any definition, condition, representation, warranty, covenant or provision other than as expressly stated in this Agreement or in the other documents referred to in this Agreement which form a part of this Agreement.

(b) The parties expressly agree that it is not either's intention to violate any public policy, statutory or common laws, rules, regulations, treaties or decisions of any government. If any provision of this Agreement is judicially or administratively interpreted or construed as being unenforceable, such provision shall be inoperative, and the remainder of this Agreement shall remain binding upon the parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid as written by reason of its scope, the parties intend that such provision be enforced to the maximum extent permitted under applicable laws.

(c) All notices, demands or requests provided for or permitted to be given in this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if delivered to Federal Express or another reputable overnight courier for next business day delivery, charges billed to or prepaid by shipper, or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to Buyer:

Coleman Cable, Inc.
1586 South Lakeside Drive
Waukegan, Illinois 60085
Attn: Gary Yetman, President

If to Seller:

Essex Electric Inc.
1710 Wall Street
Fort Wayne, Indiana 46802
Attn: Harold Karp, President

Each notice, demand or request shall be effective upon personal delivery, or one (1) business day after delivery to a reputable overnight courier or upon receipt with respect to notices, demands or requests deposited in the United States registered or certified mail. Rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall not adversely impact the effectiveness of any such notice, demand or request.

Any addressee may change its address for notices by giving written notice in accordance with this Section.

TRADEMARK

REEL: 002946 FRAME: 0255

(d) This Agreement may be executed in any number of counterparts, including counterparts bearing faxed signature, and no counterpart must contain the signature of both parties as long as at least one separate counterpart has been signed by each party. Each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute one and the same agreement. The parties intend that a facsimile signature on this Agreement shall have the same force and effect as an original signature.

(e) Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their heirs, legatees, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

(f) The headings in this Agreement are inserted for convenience of reference only and are not a part of and will not control or affect the meaning of this Agreement. Unless otherwise expressly stated in this Agreement, all references to sections and paragraphs are to sections and paragraphs in this Agreement, and all references to Exhibits and Schedules are to Exhibits and Schedules to this Agreement. The word "including" means "including but not limited to." If any payment is required to be made on a day which is not a business day, such payment shall be made on the next succeeding business day.

(g) The Schedules and Exhibits referred to in, and attached to, this Agreement are incorporated by reference as if fully set forth in the text.

(h) The parties to this Agreement may modify or supplement this Agreement in such manner as may be mutually agreed upon by them in writing.

(i) The terms, covenants, representations, warranties and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provisions shall in no manner affect the right at a later date to enforce the same. No waiver by any party of any condition, or any breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or the breach of any other provision, term, covenant, representation or warranty of this Agreement.

(j) The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Delaware, without regard to its conflict of laws rules.

(k) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns; however, neither this Agreement nor the rights or obligations of any party may be assigned except with the written consent of the other parties, which consent shall not be unreasonably withheld.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

TRADEMARK

REEL: 002946 FRAME: 0256

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

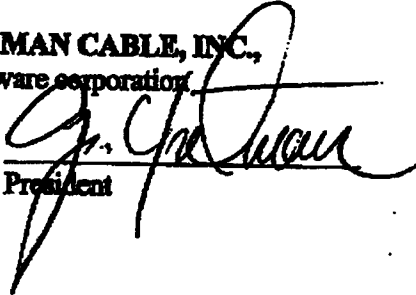
SELLER:

ESSEX ELECTRIC INC.,
a Delaware corporation

By: _____
Its: _____

BUYER:

COLEMAN CABLE, INC.,
a Delaware corporation

By: 
Its: President

TRADEMARK

REEL: 002946 FRAME: 0257

EXHIBIT A

Form of Purchase Order

EXHIBIT B

Form of Terms and Conditions of Sale

TRADEMARK

REEL: 002946 FRAME: 0259

SCHEDULE 1(a)

Inventory

The following purchase order (see attached) details the purchase of Essex' s present portable cord inventory. The following conditions are included in this purchase order.

- a) \$170,678 of copper that Coleman Cable is supplying to support Coleman Cable' s new production purchase order (schedule 5G) will be deducted from this invoice.
- b) 160 reels of returnable copper reels @ \$300 each = \$48,000 will be deducted from this invoice.
- c) \$48,000 will be credited back to Essex upon return of the copper reels.

SCHEDULE 1(b)

Intellectual Property

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Expiration</u>
EXCEL & xl Design	US	780,919	12/01/04
EXCELENE (stylized)	US	1,032,113	02/03/06
E-Z-C	US	1,305,793	11/20/04
EZC EXTRA	US	1,480,522	03/15/08
ROYAL	US	837,470	10/24/07
ROYAL*	Canada	TMA, 480,297	08/13/12
ROYAL and Design	US	1,931,948	10/31/05
TRIANGLE and Design	US	1,484,145	04/12/08
ULTIMA	US	1,865,679	12/06/04

SCHEDULE 5(g)

SOOWA Product

The following purchase order represents Coleman Cable's SOO buy from Essex Electrical (see attached).

COLEMANCABLE

COLEMAN CABLE, INC.
1586 S. LAKESTIDE DR.
WALKEGAN, IL 60085
847-672-2300

DATE 11/14/03

JOSEPH CC PAGE 1
031117

PURCHASE ORDER NO.

3105-00206

* SHIP TO ADDRESS:

COLEMAN CABLE, INC
3155 CENTRAL AVE
WALKEGAN, IL 60085
847-672-2300

ESSEX ELECTRICAL INC
1710 WALL STREET
FORT WAYNE, IN
46802

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREON. CONFIRMATION

QUANTITY	DELIVERED	TERMS	NET 60	SHIP VIA	ESSEX	DELIVERY DATE
25,000	01	18/4 SOOM UL 90C BLK BLK 25,000 FT DUE 12/31/03	FT	822425-17-08	.1162	2,906
175,000	02	16/3 SOOM UL 90C BLK BLK 175,000 FT DUE 12/31/03	FT	822326-17-08	.1066	18,652
25,000	03	16/5 SOOM 90C BLK BLK 25,000 FT DUE 12/31/03	FT	830506-17-08	.1924	4,810
25,000	04	14/2 SOOM UL 90C BLK BLK 25,000 FT DUE 12/31/03	FT	822227-17-08	.1578	3,945
50,000	05	14/3 SOOM UL 90C BLK BLK 50,000 FT DUE	FT	-08	.1785	8,925
25,000	06	14/4 SOOM UL 90C BLK BLK 25,000 FT DUE	FT	-08	.2217	5,542
25,000	07	12/2 SOOM UL 90C BLK BLK 25,000 FT DUE	FT	-08	.2108	5,270
25,000	08	18/5 SOOM 90C BLK BLK 25,000 FT DUE	FT	-08	.1616	4,040
305,000	09	12/3 SOOM UL 90C BLK BLK 305,000 FT DUE	FT	-08	.2463	74,877
100,000	10	12/4 SOOM UL 90C BLK BLK 100,000 FT DUE	FT	-08	.2999	29,990
175,000	11	10/3 SOOM UL 90C BLK BLK 175,000 FT DUE 12/31/03	FT	822327-17-08	.3235	56,412
150,000	12	10/4 SOOM UL 90C BLK BLK 150,000 FT DUE 12/31/03	FT	822429-17-08	.3970	59,550
25,000	13	10/5 SOOM UL 90C BLK BLK 25,000 FT DUE 12/31/03	FT	830509-17-08	.5033	12,582
100,000	14	8/3 SOOM NON UL BLK BLK 100,000 FT DUE 12/31/03	FT	822320-17-08	.3837	38,370
40,000		6/3 SOOM NON UL 90C BLK	FT	822321-17-08	.5624	22,496

PLEASE SIGN THE ACKNOWLEDGEMENT COPY
AND RETURN AT ONCE TO BUYER

NON EQUAL OPPORTUNITY EMPLOYER

PRINTED ON RECYCLED PAPER

VENDOR

AUTHORIZED SIGNATURE

TRADEMARK

REEL: 002946 FRAME: 0263

COLEMAN CABLE

COLEMAN CABLE, INC.
1586 S. LANESIDE DR.
WALKEGAN, IL 60085
847-672-2300

DATE 11/14/03

JOSEPH CC PAGE 2
03117

PURCHASE ORDER NO.

3105-10206

* SHIP TO ADDRESS:

COLEMAN CABLE, INC.
3155 CENTRAL AVE
WALKEGAN, IL 60085
847-672-2300

ESSEX ELECTRICAL INC
1710 WALL STREET
FORT WAYNE, IN
46802

CONFIRMATION

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF.

DELIVERED	TERMS	NET 60	SHIP VIA	ESSEX	DELIVERY DATE
QUANTITY	DESCRIPTION			PRICE	TOTAL
15	40,000 FT DUE 12/31/03				
30,000	18/3 S.JOOM 90C BLK BULK				
16	50,000 FT DUE 12/31/03		823325-17-08	.0813	4,041
30,000	18/4 S.JOOM 90C BLK BULK				
17	30,000 FT DUE 12/31/03		823425-17-08	.0902	2,706
25,000	16/2 S.JOOM 90C BLK BULK				
18	25,000 FT DUE 12/31/03		823226-17-08	.0790	1,965
150,000	16/3 S.JOOM 90C BLK BULK				
19	150,000 FT DUE		823326-17-08	.0925	13,875
175,000	14/3 S.JOOM 90C BLK BULK				
20	175,000 FT DUE			.1177	20,597
50,000	14/4 S.JOOM 90C BLK BULK				
21	50,000 FT DUE			.1489	7,445
250,000	12/3 S.JOOM 90C BLK BULK				
22	250,000 FT DUE			.1694	42,351
25,000	12/4 S.JOOM 90C BLK BULK				
23	25,000 FT DUE			.2222	5,555
35,000	10/3 S.JOOM 90C BLK BULK				
24	35,000 FT DUE			.2842	9,947
35,000	12/2 S.JOOM 90C BLK BULK				
25	35,000 FT DUE			.1294	4,529
25,000	10/4 S.JOOM 90C BLK BULK				
26	25,000 FT DUE 12/31/03		823429-17-08	.3748	9,371

PLEASE SIGN THE ACKNOWLEDGEMENT COPY
AND RETURN AT ONCE TO BUYER

AN EQUAL OPPORTUNITY EMPLOYER

PRINTED ON RECYCLED PAPER
Schmidt S (a)

VENDOR

AUTHORIZED SIGNATURE

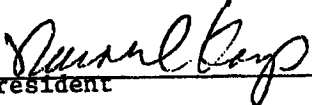
TRADEMARK

REEL: 002946 FRAME: 0264

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

SELLER:

ESSEX ELECTRIC INC.,
a Delaware corporation

By: 
Its: President

BUYER:

COLEMAN CABLE, INC.,
a Delaware corporation

By: _____
Its: President