



08-21-2003



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

Form PTO-159
(Rev. 10/02)
OMB No. 0651-0027 (Exp. 07/30/2005)
Tab settings → → →

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

1. Name of conveying party(ies):

Champlain Cable Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware corporation
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 06/18/2003

2. Name and address of receiving party(ies)

Name: The Provident Bank

Internal Address: One East Fourth Street

Street Address: _____

City: Cincinnati State: OH Zip: 45202

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- 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) Sheet attached
Sheet

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amy Brown

Internal Address: c/o Katz Teller Brant & Hild
255 E. Fifth Street, Suite 2400

Street Address: _____

City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Amy E. Brown
Name of Person Signing

Amy E. Brown
Signature

8/15/03
Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/20/2003 ECDPER 00000215 1212678

01 FC:8521 40.00 OP
02 FC:8522 150.00 OP

700202572

TRADEMARK
REEL: 003173 FRAME: 0777

EXHIBIT B**TRADEMARKS AND SERVICE MARKS****REGISTERED MARKS:**

<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction (State or Country)</u>	<u>Date of Issue</u>	<u>Expiration Date</u>
CHAMPLAIN (plus logo)	1,212,878	USA	10/19/82	
EXRAD (plus logo)	1,559,646	USA	10/10/89	
CHAMPLAIN	1,746,640	USA	1/19/93	
(for plastic resin blends)		USA	2/2003	
CHAMPLAIN	1,634,732	USA	2/12/91	
(for insulated electric wire)		USA	2001	
DATACLEAR	1,633,084	USA	1/29/91	
EXAR	1,041,235	USA	6/15/96	
EXAR-PLUS	1,701,572	USA	7/21/92	

PENDING APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Jurisdiction (State or County)</u>	<u>Date of Filing</u>
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OTHER UNREGISTERED MARKS:

<u>Mark</u>	<u>State/Countries of Use</u>
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INTELLECTUAL PROPERTY ASSIGNMENT AND SECURITY AGREEMENT

June 18, 2003

This Intellectual Property Assignment and Security Agreement ("Agreement") is made as of the date set forth above by and between Champlain Cable Corporation, a Delaware corporation having a mailing address at 175 Hercules Drive, Colchester, Vermont 05446 ("Assignor"), and The Provident Bank, having a mailing address at One East Fourth Street, Cincinnati, Ohio 45202 ("Lender").

Background

Assignor and the Lender have entered into a Loan and Security Agreement dated the date hereof (as amended from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to advance one or more loans to Assignor. In order to induce the Lender to execute and deliver the Loan Agreement, Assignor has agreed to assign to Lender all of its intellectual property rights. The Lender is granted a lien on and security interest in all of the assets of the Assignor, including without limitation, manufacturing procedures, quality control procedures and product specifications ("Other Assets") relating to products sold under the Intellectual Property (as defined below), whereby Lender shall have the right to foreclose on the Intellectual Property and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Loan Agreement, in order that the owner of the Intellectual Property may continue the manufacture of products to be sold under the Intellectual Property and maintain substantially the same product specifications and quality as maintained by Assignor. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender all of Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter created or acquired (the following items being collectively referred to as the "Intellectual Property"):

(a) patents and patent applications, in the United States and elsewhere, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and

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future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) trademarks, trademark registrations, trade names and trade name registrations and trademark and trade name applications, used in the United States and elsewhere, including, without limitation, the trademarks, trademark registrations, trade names, trade name registrations and trade name and trademark applications listed on Exhibit B, attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registration, trade names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations, copyright applications listed on Exhibit C, attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registration, and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(d) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Assignor and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereafter individually and/or collectively referred to as the "Trade Secrets"); and

(e) all license agreements with respect to any of the Patents, the Trademarks, the Copyrights, the Trade Secrets, or any other patent, trademark, trade name, copyright or trade secret, or any application or registration thereof, between Assignor and any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, such license agreements granting the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Assignor and now or hereafter covered by such license agreements, and the licenses listed on Exhibit D attached hereto and made a part hereof, and (a) renewals, extensions

or amendments thereof, (b) all income, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing, together with items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Licenses").

2. Assignor covenants and warrants that:

(a) Each item of Intellectual Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Patents, Trademarks, Copyrights and Licenses is valid and enforceable;

(c) To the best of Assignor's knowledge, no claim has been made that the use of any of the Intellectual Property by Assignor does or may violate the rights of any third person;

(d) Except as set forth in the Disclosure Schedule, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the items of Intellectual Property, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

(g) The Licenses, complete copies of each of which have been provided to Lender, are valid and binding agreements enforceable according to their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to moratorium laws from time to time in effect). Each of the Licenses is in full force and effect and has not been amended or abrogated and, to the best of Assignor's knowledge, there is no default under any of the Licenses.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new Patents, Trademarks or copyrights registered with the United States Patent and Trademark Office, the United States Copyright Office, or equivalent agency in any state or foreign country, patentable inventions, or become entitled to the

benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof.

5. Assignor authorizes Lender to modify this Agreement by amending the exhibits hereto to include any future trademarks, trademark applications, patents and/or patent applications and copyrights covered by paragraphs 1 and 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, worldwide, royalty free, nontransferable right and license to use the Intellectual Property on and in connection with products sold by Assignor, in each case, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in the license granted to Assignor in this paragraph 6, without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed.

7. If any Event of Default shall have occurred and be continuing, Assignor's license under the Intellectual Property, as set forth in paragraph 6, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Cincinnati, Ohio, or elsewhere, all or from time to time the Intellectual Property (or any portion thereof), or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds after payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Intellectual Property shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note (as defined in the Loan Agreement) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released. If an Event of Default shall have occurred and be continuing, Assignor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all patents on said inventions to Lender as assignee of such Assignor's entire interest therein; (b) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal on all of the

Trademarks to Lender as assignee of Assignor's entire interest therein and in goodwill of Assignor's business connected therewith and symbolized thereby; and (c) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal on all of the Copyrights to Lender as assignee of Assignor's entire interest therein;

8. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor's full title to the Intellectual Property, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the default rate prescribed in the Loan Agreement.

10. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any application of the Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Patents, Trademarks or Copyrights in accordance with customary and prudent business practices, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Patents, Trademarks or Copyrights. Any expenses incurred in connection with the foregoing shall be borne by Assignor. The Assignor shall not abandon any Patents, Trademarks or Copyrights without the consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

11. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, conditioned or delayed, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Intellectual Property (or any portion thereof), in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable legal fees, incurred by Lender in the fulfillment of the provisions of this paragraph 11.

12. In the event of the occurrence of an Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent or Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Intellectual Property, or to grant or issue any exclusive or nonexclusive license under the Intellectual Property to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Intellectual Property.

14. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the Intellectual Property whether established hereby or by the Loan Agreement, or by any other agreements or by law shall cumulative and may be exercised singularly or concurrently.

16. At the request of Lender, Assignor will join with Lender in executing one or more financing statements pursuant to the version of the Uniform Commercial Code enacted in the State of Ohio, in form satisfactory to Lender, and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is reasonably deemed necessary or desirable by Lender. Assignor will execute and deliver to Lender from time to time such supplemental collateral assignments or mortgages or other instruments, including, but not by way of limitation, additional collateral assignments to be filed with the United States Patent and Trademark Office, or United States Copyright Offices, as Lender may require for the purpose of confirming Lender's interest in the Intellectual Property (or any portion thereof).

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Ohio.

WITNESS the execution hereof as of the day and year first above written.

Lender:

Assignor:

THE PROVIDENT BANK

CHAMPLAIN CABLE CORPORATION

By: Barry S. Klein

Barry S. Klein
Vice President

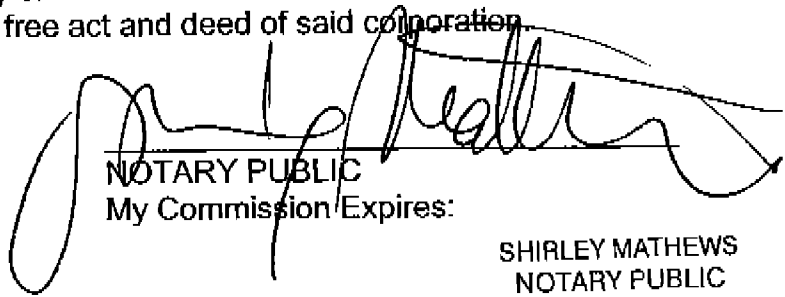
By: [Signature]

Its: CHAIRMAN

CERTIFICATE OF ACKNOWLEDGMENT

C-7
STATE OF ~~OHIO~~)
Fairfield) ss: Celestine
COUNTY OF ~~HAMILTON~~

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 13 day of June, 2003, personally appeared Leonard Leve to me known personally, and who, being by me duly sworn, deposes and says that he is the Chairman of CHAMPLAIN CABLE CORPORATION, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



NOTARY PUBLIC
My Commission Expires:

SHIRLEY MATHEWS
NOTARY PUBLIC
State of Connecticut
My Commission Expires 8/31/07

EXHIBIT A**PATENTS**

<u>Patent</u>	<u>Registration No.</u>	<u>Jurisdiction (Country)</u>	<u>Date of Issue</u>	<u>Expiration Date</u>
Automotive-wire insulation	6,359,230 B1	USA	3/19/02	
Automotive-wire insulation	6,017,626	USA	1/25/00	
Ozone Resistant Insulation	6,221,500	USA	4/24/01	
High Voltage Automotive and Appliance Cable	5,612,510	USA	3/18/97	
Surge Protected Cable	5,545,853	USA	8/13/96	
Shielded Wire and Cable	5,473,113	USA	12/5/95	
Motor Lead Wire	5,281,766	USA	1/25/94	
Inherently Shielded Cable Construction with Braided Reinforcing and Grounding Layer	5,262,591	USA	11/16/93	
Wire and Cable Having Conductive Fiber Core	5,218,171	USA	6/8/93	
Conductive Polymeric Shielding Materials and Articles	5,206,459	USA	4/27/93	
Shielded Wire and Cable Metal Coated Shielding Materials and Articles	5,180,884	USA	1/19/93	
Fabricated Therefrom Shielded Wire and Cable	5,171,937	USA	12/15/92	
Non-Halogenated Insulation with High Oxygen Index	5,103,067	USA	4/7/92	
	5,063,266	USA	11/5/91	
			12/19/95	
Electrical Cable	5,043,530	USA	8/27/91	

EXHIBIT B**TRADEMARKS AND SERVICE MARKS****REGISTERED MARKS:**

<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction (State or Country)</u>	<u>Date of Issue</u>	<u>Expiration Date</u>
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PENDING APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Jurisdiction (State or County)</u>	<u>Date of Filing</u>
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OTHER UNREGISTERED MARKS:

<u>Mark</u>	<u>State/Countries of Use</u>
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EXHIBIT C

COPYRIGHTS

REGISTERED COPYRIGHTS:

None.

EXHIBIT D

LICENSES

None.