



**Continuation Item 1**

Wesco Distribution, Inc., a Delaware Corp.  
Wesco Equity Corporation, a Delaware Corp.  
Herning Enterprises, Inc., a Delaware Corp.  
Wesco Nevada, Ltd., a Nevada Corporation

*Continuation of Item 4*

ANNEX A

| TRADEMARKS         |                                 |                     |                    |            |                          |  |
|--------------------|---------------------------------|---------------------|--------------------|------------|--------------------------|--|
| Jurisdiction       | Mark                            | Reg. No. (Ser. No.) | Registered (Filed) | Status     | Present Owner            |  |
| 1<br>US            | ACE ELECTRIC INC. & Design      | 1,764,906           | 04/13/1993         | Registered | Ace Electric, Inc.       |  |
| Great Britain      | Design (Stick Figure w/o Lines) | 2,273,918           | 06/28/2001         | Registered | WESCO Equity Corporation |  |
| 2<br>Singapore     | Design (Stick Figure w/o Lines) | T01/09471B          | 04/28/2003         | Registered | WESCO Equity Corporation |  |
| US                 | Design (Stick Figure w/o Lines) | 2,549,664           | 03/19/2002         | Registered | WESCO Distribution, Inc. |  |
| Mexico             | Design (Stick Figure w/o Lines) | (665,914)           | (07/12/2004)       | Pending    | WESCO Equity Corporation |  |
| 3<br>US            | Design (Stick Figure w/ Lines)  | 2,546,771           | 03/12/2002         | Registered | WESCO Distribution, Inc. |  |
| 4<br>US            | E EESCO                         | 1,495,501           | 7/5/1998           | Registered | WESCO Distribution, Inc. |  |
| 5<br>US            | E EESCO E UNITED                | 1,487,214           | 5/3/1988           | Registered | WESCO Distribution, Inc. |  |
| 6<br>US            | EESCO E ENGLEWOOD               | 1,487,215           | 5/3/1988           | Registered | WESCO Distribution, Inc. |  |
| 7<br>US            | THE EXTRA EFFORT PEOPLE         | 2,544,566           | 03/05/2003         | Registered | WESCO Distribution, Inc. |  |
| 8<br>US            | WESCALC                         | 2,802,113           | 01/06/2004         | Registered | WESCO Distribution, Inc. |  |
| European Community | WESCALC                         |                     |                    |            | WESCO Distribution, Inc. |  |
| 9<br>US            | WESCO                           | 3306149             | 12/22/2004         | Registered | WESCO Distribution, Inc. |  |
| Great Britain      | WESCO                           | 2,835,737           | 04/27/2004         | Registered | WESCO Distribution, Inc. |  |
| Singapore          | WESCO                           | 2,273,948           | 06/06/2003         | Registered | WESCO Equity Corporation |  |
| Canada             | WESCO                           | T01/09470D          | 03/24/2003         | Registered | WESCO Equity Corporation |  |
| Mexico             | WESCO                           | TMA646,537          | 08/24/2005         | Registered | WESCO Equity Corporation |  |
|                    |                                 | (665,913)           | (07/12/2004)       | Pending    | WESCO Equity Corporation |  |

NY-979305.5

| TRADEMARKS             |  |                        |   |            |                          |  |
|------------------------|--|------------------------|---|------------|--------------------------|--|
| Jurisdiction           | Mark   | Reg. No.<br>(Ser. No.) | Registered<br>(Filed)   | Status     | Present Owner            |  |
| China                  | WESCO  |                        |   | Pending    | WESCO Equity Corporation |  |
| US                     | WESCO BUYERS GUIDE                           | 2,726,553              | 06/17/2003  | Registered | WESCO Distribution, Inc. |  |
| Canada                 | WESCO BUYERS GUIDE                           | (1,130,228)            | (02/01/2002)  | Pending    | WESCO Equity Corporation |  |
| Community<br>Trademark | WESCO BUYERS GUIDE                           | 2,561,272              | 02/04/2002  | Registered | WESCO Equity Corporation |  |
| Mexico                 | WESCO BUYERS GUIDE                           | 874045                 | 03/30/2005  | Registered | WESCO Equity Corporation |  |
| Singapore              | WESCO BUYERS GUIDE                           | T02-01352Z             | 10/01/2001  | Registered | WESCO Equity Corporation |  |
| US                     | WESLINK                                      | 2,591,489              | 07/09/2002  | Registered | WESCO Distribution, Inc. |  |
| US                     | WESCO Distribution & Design                  | 2,868,516              | 08/03/2004  | Registered | WESCO Distribution, Inc. |  |
| Canada                 | WESCO Distribution & Design                  | (1,178,223)            | (05/16/2003)  | Pending    | WESCO Equity Corporation |  |
| Mexico                 | WESCO Distribution & Design                  | (666,351)              | (07/14/2004)  | Pending    | WESCO Equity Corporation |  |
| European<br>Community  | WESCO Distribution & Design                  | 3239159                | 10/04/2004  | Registered | WESCO Equity Corporation |  |
| US                     | Running Man Design                           | 2,866,090              | 07/27/2004  | Registered | WESCO Distribution, Inc. |  |
| Canada                 | Running Man Design                           | (1,178,222)            | (05/16/2003)  | Pending    | WESCO Equity Corporation |  |
| European<br>Community  | Running Man Design                           | 3238871                | 01/14/2005  | Registered | WESCO Equity Corporation |  |
| Canada                 | WESCO<br>THE EXTRA EFFORT<br>PEOPLE & DESIGN | TMA 443,851            | August 19, 1992<br>(filed)<br>August 23, 1996<br>(registered) | Registered | WESCO Equity Corporation |  |

**AMENDED AND RESTATED**  
**TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2005, by WESCO DISTRIBUTION, INC., a Delaware corporation ("WESCO Distribution"), WESCO EQUITY CORPORATION, a Delaware corporation ("WESCO Equity"), HERNING ENTERPRISES, INC., a Delaware corporation ("Herning"), WESCO NEVADA, LTD., a Nevada corporation ("WESCO Nevada" and together with WESCO Distribution, WESCO Equity and Herning, "Grantors" and each individually, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Canadian Agent and Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, of even date herewith, by and among Grantors, the other Persons named therein as Credit Parties, Agent, Canadian Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), which amends and restates in its entirety that certain Amended and Restated Credit Agreement, dated as of June 17, 2005 (the "Existing Credit Agreement"), which Existing Credit Agreement in turn amended and restated that certain Credit Agreement, originally dated as of March 19, 2002 (as amended by Amendment No. 1 to Credit Agreement, dated as of September 30, 2002, the Second Amendment and Consent, dated as of December 2, 2002, the Third Amendment to Credit Agreement, dated as of December 9, 2002, the Fourth Amendment and Consent to Credit Agreement, dated as of March 28, 2003, the Fifth Amendment and Consent to Credit Agreement, dated as of July 29, 2004, the Sixth Amendment to Credit Agreement, dated as of December 13, 2004, and the Seventh Amendment to Credit Agreement, dated as of May 9, 2005, as so amended, restated or otherwise modified, the "Original Credit Agreement"), Lenders have agreed, among other things, to continue to make Loans and to continue to incur Letter of Credit Obligations for the benefit of Grantors and the other Credit Parties;

WHEREAS, Agent, Canadian Agent and Lenders are willing to continue to make Loans and to continue to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the benefit of Canadian Agent and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement, dated as of the date hereof, which amends and restates the Security Agreement, dated as of March 19, 2002 (and as reaffirmed by the Reaffirmation of Security Agreement dated as of June 17, 2005 and as so amended, restated, reaffirmed, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the benefit of Canadian Lender and the ratable benefit of Lenders, this Trademark Security Agreement (this "Trademark Security Agreement");

WHEREAS, Agent, Canadian Agent, Lenders and Grantors have determined to amend and restate and continue the effectiveness of the existing Trademark Security Agreement, dated as of March 19, 2002 by and between WESCO Distribution and Agent and the existing Trademark Security Agreement, dated as of March 19, 2002 by and between WESCO Equity and Agent (collectively, the "Existing Trademark Security Agreement"), as and to the extent set forth in 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, each 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. Each Grantor hereby grants to Agent, on behalf of itself, Canadian Agent and Lenders, a continuing first priority security interest in all of its 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 Trademarks and Trademark Licenses 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 Trademark and each 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 Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any 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, Canadian Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Canadian 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.

4. AMENDMENT AND RESTATEMENT; REAFFIRMATION OF CONTINUING SECURITY. This Trademark Security Agreement amends and restates in its entirety the Existing Trademark Security Agreement, which Existing Trademark Security Agreement continues in effect as so amended and restated as set forth in this Trademark Security Agreement. Without limiting the generality of the immediately preceding sentence, the security interests granted under the Existing Trademark Security Agreement as so amended and restated as set forth in this Trademark Security Agreement shall in all respects be and remain continuing, securing the payment of all of the Obligations. Each Grantor hereby reaffirms the security interests granted to the Agent for its benefit and the ratable benefit of the Lenders pursuant to the Existing Trademark Security Agreement.

**[signature page follows]**

IN WITNESS WHEREOF, each 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.

**WESCO DISTRIBUTION, INC.**

By: \_\_\_\_\_  
Name: Daniel A. Brailer  
Title: Treasurer Assistant Secretary

**WESCO EQUITY CORPORATION**

By: \_\_\_\_\_  
Name: Daniel A. Brailer  
Title: Treasurer

**HERNING ENTERPRISES, INC.**

By: \_\_\_\_\_  
Name: Daniel A. Brailer  
Title: Treasurer

**WESCO NEVADA, LTD.**

By: \_\_\_\_\_  
Name: Daniel A. Brailer  
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**ACKNOWLEDGMENT OF GRANTORS**

STATE OF PENNSYLVANIA     )  
  )  
COUNTY OF ALLEGHENY     )     ss.

On this \_\_\_ day of September, 2005 before me personally appeared Daniel A. Brailer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WESCO Distribution, Inc., 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}

**ACKNOWLEDGMENT OF GRANTORS**

STATE OF PENNSYLVANIA     )  
  )  
COUNTY OF ALLEGHENY     )     ss.

On this \_\_\_\_ day of September, 2005 before me personally appeared Daniel A. Brailer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WESCO Equity 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}

**ACKNOWLEDGMENT OF GRANTORS**

STATE OF PENNSYLVANIA    )  
  )     ss.  
COUNTY OF ALLEGHENY    )

On this \_\_\_\_ day of September, 2005 before me personally appeared Daniel A. Brailer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Herning Enterprises, Inc., 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}

**ACKNOWLEDGMENT OF GRANTORS**

STATE OF PENNSYLVANIA     )  
  )  
COUNTY OF ALLEGHENY     )     ss.

On this \_\_\_\_ day of September, 2005 before me personally appeared Daniel A. Brailer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WESCO Nevada, Ltd., 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}

**DRAFT OF 09/16/05:  
FOR REVIEW AND COMMENT ONLY**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

Licensing Agreements:

1. Trademark License Agreement between WESCO Equity Corp. and WESCO Distribution, Inc. dated October 1, 1997.
2. License Agreement between Lemelson Foundation Partnership and WESCO Distribution, Inc. dated September 30, 2000.
3. Master Agreement between i2 Technologies, Inc. and WESCO Distribution, Inc. dated June 30, 2001.
4. WESCO Distribution, Inc. has entered into various supplier participation agreements providing royalty-free licenses of catalog content to electronic marketplace providers, various software agreements upon commercially available terms, and other de minimis license agreements.

Trademarks, Patents, and Copyrights:  
See Attached Annex A

## ANNEX A

| TRADEMARKS            |                                 |                        |                       |            |                          |   |
|-----------------------|---------------------------------|------------------------|-----------------------|------------|--------------------------|---|
| Jurisdiction          | Mark                            | Reg. No.<br>(Ser. No.) | Registered<br>(Filed) | Status     | Present Owner            |   |
| US                    | ACE ELECTRIC INC. & Design      | 1,764,906              | 04/13/1993            | Registered | Ace Electric, Inc.       | 1 |
| Great Britain         | Design (Stick Figure w/o Lines) | 2,273,918              | 06/28/2001            | Registered | WESCO Equity Corporation |   |
| Singapore             | Design (Stick Figure w/o Lines) | T01/09471B             | 04/28/2003            | Registered | WESCO Equity Corporation |   |
| US                    | Design (Stick Figure w/o Lines) | 2,549,664              | 03/19/2002            | Registered | WESCO Distribution, Inc. | 2 |
| Mexico                | Design (Stick Figure w/o Lines) | (665,914)              | (07/12/2004)          | Pending    | WESCO Equity Corporation |   |
| US                    | Design (Stick Figure w/ Lines)  | 2,546,771              | 03/12/2002            | Registered | WESCO Distribution, Inc. | 3 |
| US                    | E EESCO                         | 1,495,501              | 7/5/1998              | Registered | WESCO Distribution, Inc. | 4 |
| US                    | E EESCO E UNITED                | 1,487,214              | 5/3/1988              | Registered | WESCO Distribution, Inc. | 5 |
| US                    | EESCO E ENGLEWOOD               | 1,487,215              | 5/3/1988              | Registered | WESCO Distribution, Inc. | 6 |
| US                    | THE EXTRA EFFORT<br>PEOPLE      | 2,544,566              | 03/05/2003            | Registered | WESCO Distribution, Inc. | 7 |
| US                    | WESCALC                         | 2,802,113              | 01/06/2004            | Registered | WESCO Distribution, Inc. | 8 |
| European<br>Community | WESCALC                         | 3306149                | 12/22/2004            | Registered | WESCO Distribution, Inc. |   |
| US                    | WESCO                           | 2,835,737              | 04/27/2004            | Registered | WESCO Distribution, Inc. | 9 |
| Great Britain         | WESCO                           | 2,273,948              | 06/06/2003            | Registered | WESCO Equity Corporation |   |
| Singapore             | WESCO                           | T01/09470D             | 03/24/2003            | Registered | WESCO Equity Corporation |   |
| Canada                | WESCO                           | TMA646,537             | 08/24/2005            | Registered | WESCO Equity Corporation |   |
| Mexico                | WESCO                           | (665,913)              | (07/12/2004)          | Pending    | WESCO Equity Corporation |   |

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| TRADEMARKS             |  |                        |   |            |                           |  |
|------------------------|--|------------------------|---|------------|---------------------------|--|
| Jurisdiction           | Mark   | Reg. No.<br>(Ser. No.) | Registered<br>(Filed)   | Status     | Present Owner             |  |
| China                  | WESCO  |                        |   | Pending    | WESCO Equity Corporation  |  |
| US                     | WESCO BUYERS GUIDE                           | 2,726,553              | 06/17/2003  | Registered | WESCO Distribution, Inc.  |  |
| Canada                 | WESCO BUYERS GUIDE                           | (1,130,228)            | (02/01/2002)  | Pending    | WESCO Equity Corporation  |  |
| Community<br>Trademark | WESCO BUYERS GUIDE                           | 2,561,272              | 02/04/2002  | Registered | WESCO Equity Corporation  |  |
| Mexico                 | WESCO BUYERS GUIDE                           | 874045                 | 03/30/2005  | Registered | WESCO Equity Corporation  |  |
| Singapore              | WESCO BUYERS GUIDE                           | T02-01352Z             | 10/01/2001  | Registered | WESCO Equity Corporation  |  |
| US                     | WESLINK                                      | 2,591,489              | 07/09/2002  | Registered | WESCO Distribution, Inc.  |  |
| US                     | WESCO Distribution & Design                  | 2,868,516              | 08/03/2004  | Registered | WESCO Distribution, Inc.. |  |
| Canada                 | WESCO Distribution & Design                  | (1,178,223)            | (05/16/2003)  | Pending    | WESCO Equity Corporation  |  |
| Mexico                 | WESCO Distribution & Design                  | (666,351)              | (07/14/2004)  | Pending    | WESCO Equity Corporation  |  |
| European<br>Community  | WESCO Distribution & Design                  | 3239159                | 10/04/2004  | Registered | WESCO Equity Corporation  |  |
| US                     | Running Man Design                           | 2,866,090              | 07/27/2004  | Registered | WESCO Distribution, Inc.  |  |
| Canada                 | Running Man Design                           | (1,178,222)            | (05/16/2003)  | Pending    | WESCO Equity Corporation  |  |
| European<br>Community  | Running Man Design                           | 3238871                | 01/14/2005  | Registered | WESCO Equity Corporation  |  |
| Canada                 | WESCO<br>THE EXTRA EFFORT<br>PEOPLE & DESIGN | TMA 443,851            | August 19, 1992<br>(filed)<br>August 23, 1996<br>(registered) | Registered | WESCO Equity Corporation  |  |

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| TRADEMARKS                    |   |                        |  |            |                          |  |
|-------------------------------|---|------------------------|--|------------|--------------------------|--|
| Jurisdiction                  | Mark  | Reg. No.<br>(Ser. No.) | Registered<br>(Filed)  | Status     | Present Owner            |  |
| Canada                        | WESCO LES GENS QUI<br>SE SURPASSENT &<br>DESIGN     | TMA 461,377            | August 14,<br>1992 (filed)<br>August 23,<br>1996(registered) | Registered | WESCO Equity Corporation |  |
| Mexico                        | WESCO THE EXTRA EFFORT<br>PEOPLE & Design           | 462664                 | 06/07/1994   | Registered | Wesco Equity Corporation |  |
| Mexico                        | WESCO Gente Que Se Esfuerza<br>Al Maximo and Design | 444,992                | 10/26/1993   | Registered | Wesco Equity Corporation |  |
| STATE TRADEMARK REGISTRATIONS |   |                        |  |            |                          |  |
| Jurisdiction                  | Mark  | Reg. No.<br>(Ser. No.) | Registered<br>(Filed)  | Status     | Registrant               |  |
| Maine                         | REDBALL   | 19890294               | 6/12/1989  | Registered | WESCO Distribution, Inc. |  |



IN WITNESS WHEREOF, each 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.

WESCO DISTRIBUTION, INC.

By: *Daniel A. Brailer*  
Name: Daniel A. Brailer  
Title: Treasurer Assistant Secretary

WESCO EQUITY CORPORATION

By: *Daniel A. Brailer*  
Name: Daniel A. Brailer  
Title: Treasurer

HERNING ENTERPRISES, INC.

By: *Daniel A. Brailer*  
Name: Daniel A. Brailer  
Title: Treasurer

WESCO NEVADA, LTD.

By: *Daniel A. Brailer*  
Name: Daniel A. Brailer  
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

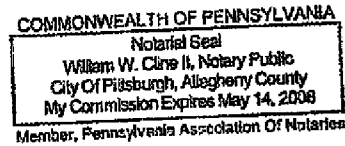
**ACKNOWLEDGMENT OF GRANTORS**

STATE OF PENNSYLVANIA     )  
  )  
  )     ss.  
COUNTY OF ALLEGHENY     )

On this \_\_\_ day of September, 2005 before me personally appeared Daniel A. Brailer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WESCO Distribution, Inc., 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.

*William W. Cline II*  
\_\_\_\_\_  
Notary Public

{seal}



**ACKNOWLEDGMENT OF GRANTORS**

STATE OF PENNSYLVANIA     )  
                                      )     ss.  
COUNTY OF ALLEGHENY     )

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*William W. Cline II*  
\_\_\_\_\_  
Notary Public

{seal}

|   |
|---|
| COMMONWEALTH OF PENNSYLVANIA<br>Notarial Seal<br>William W. Cline II, Notary Public<br>City Of Pittsburgh, Allegheny County<br>My Commission Expires May 14, 2008<br>Member, Pennsylvania Association Of Notaries |
|---|

ACKNOWLEDGMENT OF GRANTORS

STATE OF PENNSYLVANIA     )  
  )  
COUNTY OF ALLEGHENY     )     ss.

On this \_\_\_\_ day of September, 2005 before me personally appeared Daniel A. Brailer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Herning Enterprises, Inc., 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.

*William W. Cilne II*  
\_\_\_\_\_  
Notary Public

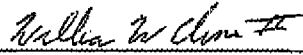
{seal}

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
William W. Cilne II, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 14, 2008  
Member, Pennsylvania Association Of Notaries

**ACKNOWLEDGMENT OF GRANTORS**

STATE OF PENNSYLVANIA     )  
  )     ss.  
COUNTY OF ALLEGHENY     )

On this \_\_\_ day of September, 2005 before me personally appeared Daniel A. Brailer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WESCO Nevada, Ltd., 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}

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
William W. Cline II, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 14, 2008  
Member, Pennsylvania Association Of Notaries