

01-19-2006



103098679

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Insteel Wire Products Company
1373 Boggs Drive
Mount Airy, NC 27030

- Individual(s)
- General Partnership
- Corporation- State: NC
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 12, 2006

- Assignment
- Security Agreement
- Other Trademark Security Agreement Amend.
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation

Internal Address: _____

Address: _____

Street Address: 500 W. Monroe Street

City: Chicago

State: IL

Country: USA Zip: 60661

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship DE

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)

1306805, 1338773

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christina McClure

Internal Address: _____

Street Address: c/o Latham and Watkins
233 South Wacker Drive, #5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: (312) 876-6557

Fax Number: (312) 993-9767

Email Address: christina.mcclure@lw.com

6. Total number of applications and registrations involved:

two

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Christina McClure
Signature

January 17, 2006
Date

Christina McClure
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **5**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of January 12, 2006 is entered into between INSTEEL WIRE PRODUCTS COMPANY, a North Carolina corporation ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("GECC").

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of June 2, 2004 (the "Existing Trademark Agreement") which was filed with the United States Patent and Trademark Office on June 14, 2004, at Reel 002870, Frame 0755. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Agreement.

WHEREAS, Grantor desires to amend the Existing Trademark Agreement to reflect the addition of certain Trademarks listed below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Agreement. "Schedule I to Trademark Security Agreement" appended to the Existing Trademark Agreement is hereby amended by adding the following Trademarks:

Mark	Serial Number/ Registration Number	Country
Flo-Tech	1306805	United States
Flo-Bond	1338773	United States

2. Absence of Waiver or Setoff.

2.1. No Waiver. GECC and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Agreement or any other Loan Document.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to GECC that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of GECC that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and GECC and their respective successors and assigns, and shall inure to the benefit of Grantor and GECC and the successors and assigns of GECC.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

INSTEEL WIRE PRODUCTS COMPANY

By: Michael C. Gozmarian
Name: Michael C. Gozmarian
Title: CFO & Treasurer

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

*SIGNATURE PAGE TO AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT CH816885*

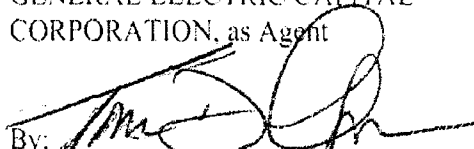
**TRADEMARK
REEL: 003230 FRAME: 0822**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

INSTEEL WIRE PRODUCTS COMPANY

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: TOM D. CHAPMAN
Title: Duly Authorized Signatory

*SIGNATURE PAGE TO
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT*

CHES16885