

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IWG High Performance Conductors, Inc.		05/15/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	BNY Midwest Trust Company		
Street Address:	2 N. LaSalle Street, Suite 1020		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Trust Company: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2008745	CC-78	
Registration Number:	2069514	CT-37	
Registration Number:	802972	TENSILE-FLEX	
Registration Number:	1351448	CS 95	
Registration Number:	1046252	MIRABRITE	
CORRESPONDENCE DATA			
Fax Number:	(214)746-8571		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	brittany.perez@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Brittany Perez		
Address Line 1:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	66226.0041		

CH \$140.00 2008745

NAME OF SUBMITTER:	Brittany Perez
Signature:	/Brittany Perez/
Date:	05/19/2006
Total Attachments: 8 source=BNY executed Trademark Security Agrt#page1.tif source=BNY executed Trademark Security Agrt#page2.tif source=BNY executed Trademark Security Agrt#page3.tif source=BNY executed Trademark Security Agrt#page4.tif source=BNY executed Trademark Security Agrt#page5.tif source=BNY executed Trademark Security Agrt#page6.tif source=BNY executed Trademark Security Agrt#page7.tif source=BNY executed Trademark Security Agrt#page8.tif	

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of May 15, 2006, between IWG High Performance Conductors, Inc., a New York corporation (the "Grantor"), and BNY Midwest Trust Company, an Illinois Trust Company (the "Secured Party").

Grantor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Indenture. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Indenture" means that certain Indenture dated as of October 20, 2004, between International Wire Group, Inc., the Secured Party and the Guarantors, as amended, supplemented or otherwise modified from time to time.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of New York from time to time.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Indenture shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Security Obligations, Grantor hereby grants to Secured Party a security interest in, all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or

hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11 or pursuant to the Indenture.

SECTION 3. Supplement to Indenture. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Indenture or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Indenture or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral

consisting of U.S. trademarks, trademark registrations or applications owned by Grantor, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable as requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

SECTION 6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new trademark rights constituting Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective permitted successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Indenture.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 9. Entire Agreement; Amendment. This Agreement, the other Security Documents and the Indenture, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Indenture. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Indenture, the provision of the Indenture shall govern.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so

executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Security Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 13. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Indenture.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

**IWG HIGH PERFORMANCE CONDUCTORS,
INC., the Grantor**

By: 
Name: Rodney D. Keitt
Title: Chief Executive Officer

**BNY MIDWEST TRUST COMPANY, the
Secured Party**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

**IWG HIGH PERFORMANCE CONDUCTORS,
INC., the Grantor**

By: _____
Title:

**BNY MIDWEST TRUST COMPANY, the
Secured Party**

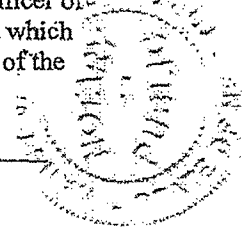
By: M Callahan
Title:
VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On this 12TH day of MAY, 2006, before me personally came Rodney D. Kent, to me known, who being duly sworn, did depose and say, that he/she is the Chief Executive Officer of IWG HIGH PERFORMANCE CONDUCTORS, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

NANCY J. MORCZEK
NOTARY PUBLIC, STATE OF NEW YORK
IN ONEIDA COUNTY
REGISTRATION # 72574
MY COMMISSION EXPIRES APRIL 30, 2010

Nancy J. Morczek
Notary Public



STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of _____, 2006, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he is the _____ of BNY MIDWEST TRUST COMPANY, the company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said company.

SCHEDULE A

to the Trademark Security Agreement

Grantor: IWG High Performance Conductors, Inc.

Registered U.S. Trademarks of Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
2,008,745	October 15, 1996	Hudson International Conductors	CC-78
2,069,514	June 10, 1997	Hudson International Conductors	CT-37
802,972	February 1, 1996 (renewed)	Hudson Wire Company	Tensile Flex
1,351,448	July 30, 1985	Hudson Wire Company	CS-95
1,046,252	August 17, 1976 (renewed)	Hudson Wire Company	Mirabrite

Pending U.S. Trademark Applications of Grantor

None.