TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IWG High Performance Conductors, Inc.		03/30/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	600 Steamboat Road
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY:

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

CH $140.00 2008745

CORRESPONDENCE DATA

Fax Number: (214)746-8571
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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

NAME OF SUBMITTER:	Brittany Perez
Signature:	/Brittany Perez/
Date:	06/14/2006

Total Attachments: 16
source=IWG TM#page1.tif
source=IWG TM#page2.tif
source=IWG TM#page3.tif
source=IWG TM#page4.tif
source=IWG TM#page5.tif
source=IWG TM#page6.tif
source=IWG TM#page7.tif
source=IWG TM#page8.tif
source=IWG TM#page9.tif
source=IWG TM#page10.tif
source=IWG TM#page11.tif
source=IWG TM#page12.tif
source=IWG TM#page13.tif
source=IWG TM#page14.tif
source=IWG TM#page15.tif
source=IWG TM#page16.tif

EXECUTION COPY

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated March 31, 2006, is by and between IWG HIGH PERFORMANCE CONDUCTORS, INC., a New York corporation ("Grantor"), with its chief executive office at 12 Masonic Avenue, Camden, New York 13316, and SILVER POINT FINANCE, LLC, a Delaware limited liability company, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity "Secured Party"), having an office at 600 Steamboat Road, Greenwich, CT 06830.

W I T N E S S E T H:

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) may make loans and advances and provide other financial accommodations to certain affiliates of Grantor party to the Loan Agreement as borrowers (individually, each a "Borrower" and collectively, "Borrowers" and together with Grantor, collectively, the "Loan Parties") as set forth in the Loan and Security Agreement, dated October 20, 2004, by and among Borrowers, certain affiliates of Borrowers (including Grantor), Secured Party and Lenders, as amended by Amendment No. 1 to Loan and Security Agreement dated of even date herewith (as the same now exists or may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, the Loan Parties are mutually dependent on each other in the conduct of their respective businesses as an integrated operation, with the credit needed from time to time by each such Loan Party often being provided through financing obtained by the other Loan Parties and the ability to obtain such financing being dependent on the successful operations of all of the Loan Parties as a whole;

WHEREAS, Grantor has determined that the execution, delivery and performance of this Agreement directly benefit, and are in the best interest of, such Grantor; and

WHEREAS, in order to induce Secured Party and Lenders to enter into Amendment No. 1 to Loan and Security Agreement and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Grantor has agreed to grant to Secured Party certain collateral security as set forth herein.

TRADEMARK
REEL: 003326 FRAME: 0953

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Grantor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Grantor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Grantor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); provided however, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Grantor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Grantor to Secured Party, any Lender and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement or the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Grantor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are

TRADEMARK
REEL: 003326 FRAME: 0954

allowed or allowable in whole or in part in such case and including loans, interest, fees, charges and expenses related thereto and all other obligations of Grantor to Secured Party or any Lender arising after the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Grantor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) As of the date hereof, Grantor, to its knowledge, does not have any Trademarks or pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(b) Grantor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder after the occurrence and during the continuance of an Event of Default.

(c) In the event Grantor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Grantor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Grantor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Grantor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of or general lien upon such Trademark in favor of Secured Party.

(d) Grantor has not abandoned any of the Trademarks and Grantor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Grantor may abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Grantor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Grantor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Grantor or

TRADEMARK
REEL: 003326 FRAME: 0955

any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Event of Default, shall exist or have occurred as of such time. Grantor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to any Trademarks necessary in the business of Grantor or any of its affiliates or subsidiaries may become abandoned, canceled, invalidated, avoided, or avoidable.

(e) After the occurrence and during the continuance of an Event of Default, Grantor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(f) To Grantor's knowledge no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Grantor shall promptly notify Secured Party if Grantor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which materially infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, after the occurrence and during the continuance of an Event of Default, Grantor, at Grantor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

4. EVENTS OF DEFAULT

An Event of Default under the Loan Agreement shall constitute an Event of Default hereunder.

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party or any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Grantor nor any affiliate or subsidiary of Grantor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Grantor or any subsidiary or affiliate of Grantor or for such other reason as Secured Party may determine.

TRADEMARK
REEL: 003326 FRAME: 0956

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Grantor of intended disposition of Collateral is required by law, the giving of ten (10) days (or such longer period as may be required by law) prior written notice to Grantor of any proposed disposition shall be deemed reasonable notice thereof and Grantor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Grantor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Grantor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Grantor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party set forth in the Loan Agreement.

(f) Grantor shall supply to Secured Party or to Secured Party's designee, Grantor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Grantor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

TRADEMARK
REEL: 003326 FRAME: 0957

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Grantor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever Secured Party may elect and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of Grantor and Secured Party or any Lender in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Grantor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Grantor or its property).

(c) Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Grantor in any other manner provided under the rules of any such courts.

(d) GRANTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF GRANTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GRANTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GRANTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GRANTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Secured Party and Lenders shall not have any liability to Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor in connection with, arising out of, or in any way related to the transactions or

TRADEMARK
REEL: 003326 FRAME: 0958

relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Grantor:	c/o International Wire Group, Inc. 11116 South Towne Square Suite 101 St. Louis, Missouri 63123 Attention: Glenn Holler Telephone No.: 314-719-1016 Telecopy No.: 314-719-1040
with a copy to:	Weil Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153 Attention: Elaine Stangland Telephone No.: 212-310-8000 Telecopy No.: 212-310-8007
If to Secured Party:	Silver Point Finance, LLC, as Agent 600 Steamboat Road Greenwich, Connecticut 06830 Attention: David Sawyer Telephone No.: 203-618-6413 Telecopy No.: 203-618-2698

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Grantor, Secured Party, any Lender and Borrowers pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof or in accordance with the terms of the Loan Agreement. All references to the term "Person" or "person" herein shall mean any

TRADEMARK
REEL: 003326 FRAME: 0959

individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. Unless otherwise defined herein, capitalized terms used herein and not defined herein shall have the meaning given to such term in the Loan Agreement.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Grantor and its successors and permitted assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TRADEMARK
REEL: 003326 FRAME: 0960

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

IWG HIGH PERFORMANCE CONDUCTORS, INC.

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

SILVER POINT FINANCE, LLC, as Agent

By:_____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AND ASSIGNMENT AND SECURITY AGREEMENT (SECOND LIEN)]

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

On this 30th day of March, 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. Moryzek
NANCY J. MORYZEK
NOTARY PUBLIC, STATE OF NEW YORK
IN ONEIDA COUNTY
REGISTRATION #4728704
MY COMMISSION EXPIRES APRIL 30, 2006
Notary Public

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

On this ____ day of March, 2006, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he is the _____ of SILVER POINT FINANCE, LLC, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

_____

Notary Public

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

IWG HIGH PERFORMANCE CONDUCTORS, INC.

By:_____
Name: Rodney D. Kent
Title: Chief Executive Officer

SILVER POINT FINANCE, LLC, as Agent

By:_____
Name: Zachary M. Zeitlin
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AND ASSIGNMENT AND SECURITY AGREEMENT (SECOND LIEN)]

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

On this ___ day of March, 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.

_____

Notary Public

STATE OF Connecticut)
) ss.: Greenwich
COUNTY OF Fairfield)

On this 30TH day of March, 2006, before me personally came Zachary Zeitlin, to me known, who, being duly sworn, did depose and say, that he is the Authorized Signatory of SILVER POINT FINANCE, LLC, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Marc S Diagonale

Notary Public

MARC S. DIAGONALE
Notary Public
My Commission Expires 8/31/10

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Reg. Date	Reg. Number
CC-78	October 15, 1996	2,008,745
CT-37	June 10, 1997	2,069,514
Tensile Flex	February 1, 1966 (renewed)	802,972
CS-95	July 30, 1985	1,351,448
Mirabrite	August 17, 1976 (renewed)	1,046,252

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

None.

TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that IWG HIGH PERFORMANCE CONDUCTORS, INC. ("Grantor"), having an office at 12 Masonic Avenue, Camden, NY 13316 hereby appoints and constitutes, severally, SILVER POINT FINANCE, LLC ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Grantor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: March 30, 2006

IWG HIGH PERFORMANCE CONDUCTORS, INC.

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

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

On this 30th day of March, 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

NANCY J. MORCZEK
NOTARY PUBLIC, STATE OF NEW YORK
IN ONEIDA COUNTY
REGISTRATION#4725784
MY COMMISSION EXPIRES APRIL 30, 2006