

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY 80034-394 Corr

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):

Liberty Wire & Cable, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) May 5, 2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Re-record to correct Security Agreement Reg # 3,071,108

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

A. Trademark Application No.(s)

correct #3,071,108

B. Trademark Registration No.(s)

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: (312) 558-6352

Fax Number: (312) 558-5700

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- ☐ 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 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath

Signature

Name of Person Signing

6/28/06

Date

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

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

l.konrath@winston.com

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RightFax

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OMB Collection 0551-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY 8004-394 Corr

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): Liberty Wire & Cable, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____	Name: <u>General Electric Capital</u> Internal <u>Corporation, as agent</u> Address: _____ Street Address: <u>299 Park Ave.</u> City: <u>New York</u> State: <u>NY</u> Country: <u>US</u> Zip: <u>10171</u>
Citizenship (see guidelines) Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____
3. Nature of conveyance (Execution Date(s)): Execution Date(s) <u>May 5, 2006</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <u>correct #3,071,108</u> B. Trademark Registration No.(s)	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Additional sheets attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konzath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>(312) 558-6352</u> Fax Number: <u>(312) 558-5700</u> Email Address: _____	6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ <u>40</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>Laura Konzath</u>
9. Signature: <u>[Signature]</u> Laura Konzath	Date <u>6/28/06</u> Total number of pages including cover sheet, attachments, and document: _____
Name of Person Signing _____	

Documents to be recorded (including cover sheet) should be filed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1489, Alexandria, VA 22313-1489

1 konzath@winston.com

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Revised & cleaned copy attached

Continuation
Item

4

TRADEMARKS

<u>Mark</u>	<u>Registration/Serial No.</u>	<u>Reg./Filing Date</u>
ACTIVELINK	78/861,930	4/14/2006
ACTIVELINX	78/861,930	4/14/2006
ASSEMBLYCRAFTERS	78/846,433	3/27/2006
AUDIOCAT	3,079,323	4/11/06
AXLINK	3,079,322	4/11/06
BANANA-SPLIT	78/815,376	2/15/2006
CADBLOX	78/602,157	4/5/2005
CADQUOTE	3,076,465	4/4/2006
CATMASTER	78/601,997	4/5/2005
COAXMASTER	78/604,689	4/8/2005
COAXMASTER & Design	2,691,131	2/23/03
CONDUITMASTER	3,071,114	3/21/06
CONNECTEC	78/604,688	4/8/2005
DIGITALYNX	78/809,662	2/8/2006
DIGITLINK	78/602,227	4/5/2005
EXTRAFLEX	3,073,467	3/28/06
EZ-CAP	78/601,711	4/5/2005
EZ-RGB	78/815,370	2/15/2006
EZ-STAGE	78/602,251	4/5/2005
EZLINX	78/601,733	4/5/2005
HOMETRAX	78/601,734	4/5/2005
INTERFLEX	78/601,912	4/5/2005

KO+	3,073,478	3/28/2006	
LABELCRAFTERS	78/846,434	3/27/2006	
LIBERTY AV SOLUTIONS	78/809,704	2/8/2006	
LIBERTY CONNECTIVITY SOLUTIONS	78/809,679	2/8/2006	
LIBERTY WIRE & CABLE	3,079,345	4/11/2006	
LIBERTYLINK	78/601,971	4/5/2005	
LWC	78/874,092	5/2/2006	
PANELCRAFTERS & Design	2,899,282	2/3/2004	
PANELCRAFTERS	78/604,698	4/8/2005	
PROJECTORNET	3,071,106	3/21/06	
QUADFLEX	3,071,107	3/21/06	
RACKMATE	78/602,075	4/5/2005	
STAR QUAD	3,073,579	3/28/2006	
TABLELINX	3,071,113	3/21/06	
TABLELYNX	78/809,699	2/8/2006	
TRUPHASE	78/601,983	4/5/2005	
TTP	3,071,188	3/21/06	3,071,108
ULTRABLOCK	3,073,484	3/28/2006	
ULTRACAP	3,073,485	3/28/2006	
UNIVERSAL DIGITAL ASSEMBLY	78/679,848	7/27/2005	
UNIVERSAL DIGITAL CABLE	78/678,374	7/26/2005	
UNIVERSAL DIGITAL CONNECTION	78/679,736	7/27/2005	

UNIVERSAL DIGITAL LINX	78/809,729	2/8/2006
UNIVERSAL DIGITAL LYNX	78/679,497	7/27/2005
UNIVERSAL DIGITAL WIRE	78/679,290	7/27/2005
UNIVERSAL MEDIA ASSEMBLY	78/679,851	7/27/2005
UNIVERSAL MEDIA CABLE	78/679,295	7/27/2005
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UNIVERSAL MEDIA LINX	78/809,927	2/8/2006
UNIVERSAL MEDIA LYNX	78/679,506	7/27/2005
UNIVERSAL MEDIA WIRE	78/679,424	7/27/2005
WEBBLOX	78/602,163	4/5/2005

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2006, by LIBERTY WIRE & CABLE, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 3, 2006 by and among Communications Supply Corporation and the other Borrowers party thereto, the Persons named therein as Credit Parties, 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"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, the Credit Parties have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of March 3, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to that certain Instrument of Assumption and Joinder to Credit Agreement, Security Agreement and Loan Documents dated as of the date hereof (the "Joinder Agreement"), Grantor has agreed to be bound as a Credit Party by all of the terms and provisions of the Credit Agreement to the same extent as if Grantor had been a Credit Party on the Closing Date and has agreed to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as if Grantor had been a Grantor thereunder on the Closing Date;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, 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. Grantor hereby grants to Agent, on behalf of itself 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 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


(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 (ii) injury to the goodwill associated with any Trademark.

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 and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

[signature page follows]

IN WITNESS WHEREOF, 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.

LIBERTY WIRE & CABLE, INC.

By: 
Andrew Szafran
Vice President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

[Signature Page – Liberty Trademark Security Agreement]

TRADEMARK
REEL: 003358 FRAME: 0831

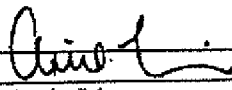
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIBERTY WIRE & CABLE, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: _____
Title: Artis Lin
Its Duly Authorized Signatory

[Signature Page - Liberty Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTORSTATE OF New York)COUNTY OF New York)

ss.

On this 5th day of May, 2006 before me personally appeared ANDREW STRAWN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LIBERTY WIRE & CABLE, 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

LISA A. ALEXANDER
Notary Public, State of New York
No. 01AL6132225
Qualified in Nassau County
Commission Expires August 22, 2009

TRADEMARK

REEL: 003358 FRAME: 0833

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

[See Attached]

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UNIVERSAL DIGITAL LYNX	78/679,497	7/27/2005
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UNIVERSAL MEDIA WIRE	78/679,424	7/27/2005
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