

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	U.S. Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WIRE ROPE CORPORATION OF AMERICA, INC.		02/08/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank:

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	0511202	
Registration Number:	0659208	
Registration Number:	0912107	
Registration Number:	1213787	
Registration Number:	1178813	
Registration Number:	1327980	
Registration Number:	1854444	
Registration Number:	0942542	
Registration Number:	0576187	
Registration Number:	1243398	
Registration Number:	2824330	
Registration Number:	0580161	
Registration Number:	0688970	

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Registration Number:	1608812	7-FLEX
Registration Number:	1080192	BLACK STRAND
Registration Number:	1777638	FLEX-KOTE
Registration Number:	1470416	FLEX-X
Registration Number:	0655686	GRAY STRAND
Registration Number:	0356888	HI-FATIGUE
Registration Number:	0506331	HI-LASTIC
Registration Number:	2365683	HI-VIS
Registration Number:	0917012	LESCHEN
Registration Number:	2316516	LESCHEN
Registration Number:	0083754	MACWHYTE
Registration Number:	0129992	"MACWHYTE"
Registration Number:	0856321	NORSELAY
Registration Number:	1517770	NYCOAT
Registration Number:	1196108	ORANGE STRAND
Registration Number:	1855517	POWER FLEX
Registration Number:	0622100	
Registration Number:	1470417	RED CORE
Registration Number:	0933754	RED-STRAND
Registration Number:	0684291	SAFE-GUARD
Registration Number:	1567970	SAILBRYTE
Registration Number:	0853481	SPACE-LAY
Registration Number:	1051098	STEEL-GRIP
Registration Number:	1294370	SUPER-FLEX
Registration Number:	1566749	TORQUE-BALANCED
Registration Number:	1586492	TOWERPOWER 35
Registration Number:	0822649	TUF-FLEX
Registration Number:	1664696	TUFFY
Registration Number:	0633836	TUFFY
Registration Number:	2523916	TUF-GRIP
Registration Number:	1814697	TUF-KOTE
Registration Number:	0668871	TUFWIRE
Registration Number:	2319042	UNION
Registration Number:	1145639	WHYTE STRAND
Registration Number:	2597454	WIRECO

Registration Number:	1189098	WIRECO WR
Registration Number:	0637584	WIRELON
Registration Number:	0822225	WR
Registration Number:	2321772	WR WIRECO
Registration Number:	1657146	WRCA
Registration Number:	2316517	WRCA
Registration Number:	0786634	XIP
Registration Number:	1268871	XXIP
Registration Number:	0551915	YELLOW STRAND
Registration Number:	0865580	YELLOWBRAID
Registration Number:	3102947	TUF-MAX

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038265-0030
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kristinazcona/
Date:	02/13/2007

Total Attachments: 9
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This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated February 8, 2007, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of Canadian Imperial Bank of Commerce ("CIBC"), as collateral agent (together with its successors, in such capacity, (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Wire Rope Corporation of America, Inc., a Delaware corporation (the "Borrower"), WRCA US Holdings Inc., a Delaware corporation (the "U.S. Holdings") have entered into a Credit Agreement dated as of February 8, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with WRCA (Cyprus) Holdings Limited, as the Parent, CIBC, as administrative agent for the Lenders, CIBC World Markets Corp. and Jefferies Finance LLC, as joint lead arrangers and joint book managers and Jefferies Finance LLC, as syndication agent. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement, or if not therein, in the U.S. Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement and the entry into the Secured Hedging Agreements by certain Lenders and their Affiliates from time to time, the Grantor has executed and delivered that certain U.S. Security Agreement dated February 8, 2007 made by the Grantor and the other Loan Parties party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement").

WHEREAS, under the terms of the U.S. Security Agreement, the Grantor have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. Grant of Security. As collateral security for the payment or performance, as and when due, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the United States patents and patent applications set forth in Schedule A hereto;
- (ii) the United States trademark and service mark registrations and applications set forth in Schedule B hereto (provided 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), together with the goodwill symbolized thereby;

(iii) the United States copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, reexaminations and renewals of any of the foregoing;

(v) all rights to sue for damages and injunctive relief for past, present or future infringement, dilution, misappropriation, violation, misuse or breach with respect to of any of the foregoing; and

(vi) any and all Proceeds with respect to or arising from any and all of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in two or more counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 6.04 of the U.S. Security Agreement), and shall become effective as provided in Section 6.04 of the U.S. Security Agreement. Delivery of an executed signature page to this IP Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the U.S. Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the U.S. Security Agreement, the terms of the U.S. Security Agreement shall control.

SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Intercreditor Agreement. To the extent that any applicable provision of this Agreement involving the rights of the Collateral Agent with respect to the Collateral or the exercise of remedies against any Collateral conflicts with or is inconsistent with the terms of the Intercreditor Agreement or affects the rights and remedies of the Collateral Agent with respect to the Collateral, the provisions of the Intercreditor Agreement shall prevail.

IN WITNESS WHEREOF, the Grantor has duly executed this IP Security Agreement as of the day and year first above written.

WIRE ROPE CORPORATION OF AMERICA,
INC.

By


Name: Ira Glazer

Title: President

[Signature Page to Intellectual Property Security Agreement]

Schedule A

Patents

Grantor: Wire Rope Corporation of America, Inc.

Patent Number	Title
4,676,058	Wire Rope with Ductile Core
5,804,964	Wire Rope Damage Index Monitoring Device (50%) interest
5,908,261	Turnbuckle and Method of Making Turnbuckle
6,260,343	High-Strength, Fatigue Resistant Strands and Wire Ropes
4,982,473	Wire Rope cleaning apparatus
4,887,422	Rope with Fiber Core and Method of Forming Same

Schedule B

Trademarks

Grantor: Wire Rope Corporation of America, Inc.

Trademark	Registration Number
(Design only)	511,202
(Design only)	659,208
(Design only)	912,107
(Design only)	1,213,787
(Design only)	1,178,813
(Design only)	1,327,980
(Design only)	1,854,444
(Design only)	942,542
(Design only)	576,187
(Design only)	1,243,398
(Design only)	2,824,330
(Design only)	580,161
(Design only)	688,970
7-FLEX	1,608,812
BLACK STRAND	1,080,192
FLEX-KOTE	1,777,638
FLEX-X	1,470,416
GRAY STRAND	655,686
HI-FATIGUE (Stylized)	356,888
HI-LASTIC	506,331
HI-VIS	2,365,683
LESCHEN	917,012
LESCHEN (and design)	2,316,516

Trademark	Registration Number
MACWHYTE	83,754
MACWHYTE (Stylized)	129,992
NORESELAY	856,321
NYCOAT	1,517,770
ORANGE STRAND	1,196,108
POWER FLEX	1,855,517
POWERSTEEL	622,100
RED CORE	1,470,417
RED-STRAND	933,754
SAFE-GUARD	684,291
SAILBRYTE	1,567,970
SPACE-LAY	853,481
STEEL-GRIP	1,051,098
SUPER-FLEX (Stylized)	1,294,370
TORQUE- BALANCED	1,566,749
TOWER POWER 35	1,586,492
TUF-FLEX	822,649
TUFFY (and Design)	1,664,696
TUFFY (and Design)	633,836
TUF-GRIP	2,523,916
TUF-KOTE	1,814,697
TUFWIRE	668,871
UNION (and Design)	2,319,042
WHYTE STRAND	1,145,639
WIRECO	2,597,454
WIRECO WR (and Design)	1,189,098

Trademark	Registration Number
WIRELON (Stylized)	637,584
WR (Stylized)	822,225
WR WIRECO (and Design)	2,321,772
WRCA	1,657,146
WRCA (and Design)	2,316,517
XIP	786,634
XXIP	1,268,871
YELLOW STRAND (Stylized)	551,915
YELLOWBRAID	865,580
TUF-MAX	3,102,947
XLT ⁴	Pending

Schedule C

Copyrights

Grantor: Wire Rope Corporation of America, Inc.

Copyrights	Registration No.
T L C for you	PA-45-715
The Precision machine	PA-162-169
Making the right connections	PA-893-171
Wire rope for logging and forest industries	TX-56-758
Alloy chain slings	TX-77-947
The Ropology story, with Wirey the Ropeman	TX-101-052
Our industry has problems, apathy leads the list, speak out, we did	TX-184-088
The Large, the long, and the heavy	TX-192-550
Wire rope slings: every sling made to order in length and capacity	TX-192-551
Wireco with synthetic fiber WEB slings	TX-192-552
Rigging the big lift: an engineer's guide to wire rope slings and lifting systems	TX-192-553
WRCA alloy chain slings	TX-452-051
Avoid kinks: uncoil and unreel rope properly	TX-498-026

Copyrights	Registration No.
Wire Rope Corporation of America, Inc., presents a two-day seminar on wire rope and rigging: St. Joseph, Missouri, September 7-9, 1980	TX-526-098
Oil & gas applications of wire rope	TX-585-503
Rigger's digest	TX-4-334-144
Tuf-Grip wire rope assemblies	TX-4-340-265
Wire Rope crane user's guide	TX-4-352-611
We don't put our name just anyplace: WRCA Wire	TX-4-352-612
Loads of flexibility: flex-Grip slings	TX-4-352-613
Turf-Strand-raise your expectations	TX-4-777-944
Take a load off your mind	TX-4-799-870
Synthetic web products: everything you need to take a load off your mind	TX-4-799-877
Wire Rope handbook	TX-4-808-629
Wire rope: surface mining user's guide	TX-4-817-252