

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: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC Business Credit (USA) Inc., as Agent
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: DELAWARE

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	

CH \$1490.00 0511202

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: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8008339848
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 760246
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	03/05/2007

Total Attachments: 26

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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 Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of HSBC Business Credit (USA) Inc., as agent (together with its successors, in such capacity, (the "Agent") for the Lenders and L/C Issuer party to the Loan 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 Loan and Security Agreement dated as of February 8, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with WRCA (Cyprus) Holdings Limited, as the Parent, certain affiliates of the Parent, as pledgors, The CIT Group/ Business Credit, Inc., as documentation agent and a Lender, and JPMorgan Chase Bank, N.A., as syndication agent and a Lender. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

WHEREAS, under the terms of Section 4 of the Loan Agreement, the Grantors have granted to the Agent, for its benefit and the ratable benefit of the Lenders and L/C Issuers, a security interest in, among other property, certain intellectual property of the Grantors, 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, each 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 Indebtedness, each Grantor hereby grants to the Agent, for its benefit and the ratable benefit of the Lenders and L/C Issuer, 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. Each 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, and shall become effective as to any Grantor when a counterpart hereof shall have been executed on behalf of such Grantor and a counterpart hereof shall have been executed on behalf of the Agent. 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 Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Loan 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 Loan Agreement, the terms of the Loan Agreement shall control.

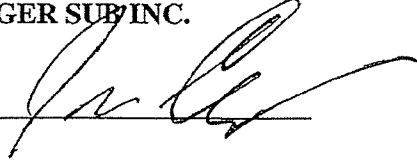
SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Intercreditor Agreement. To the extent that any applicable provision of this Agreement involving the rights of the 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 Agent with respect to the Collateral, the provisions of the Intercreditor Agreement shall prevail.

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

**WIRE ROPE CORPORATION OF AMERICA,
INC., successor in interest to CLOSER
MERGER SUB INC.**

By _____



Name: Ira Glazer
Title: President

Address for Notices:
609 North Second Street
St. Joseph, MO 64501

[SIGNATURE PAGE TO U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Schedule APatents

Owner: 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 BTrademarks

Owner: Wire Rope Corporation of America, Inc.

Trademarks	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
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FLEX-KOTE	1,777,638
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LESCHEN	917,012
LESCHEN (and design)	2,316,516
MACWHYTE	83,754
MACWHYTE (Stylized)	129,992
NORESELAY	856,321
NYCOAT	1,517,770
ORANGE STRAND	1,196,108
POWER FLEX	1,855,517

Trademarks	Registration Number
POWERSTEEL	622,100
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RED-STRAND	933,754
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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
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 CCopyrights and Copyright Licenses

Owner: 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.
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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

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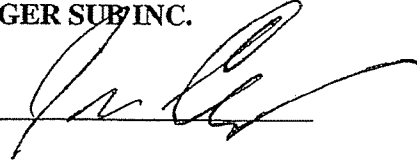
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Wire Rope handbook	TX-4-808-629
Wire rope: surface mining user's guide	TX-4-817-252

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.

DOCUMENT COVER SHEET 

For Recordation of Documents
UNITED STATES COPYRIGHT OFFICE

DATE OF RECORDATION
(Assigned by Copyright Office)

Month _____ Day _____ Year _____

Volume _____ Page _____

Volume _____ Page _____

FUNDS RECEIVED _____

Do not write above this line.

To the Register of Copyrights:

Please record the accompanying original document or copy thereof.

FOR OFFICE USE ONLY

1 Name of the party or parties to the document spelled as they appear in the document (List up to the first three)
Wire Rope Corporation of America, Inc.
HSBC Business Credit (USA) Inc., as Agent

2 Date of execution and/or effective date of the accompanying document February 8, 2007
(month) (day) (year)

3 Completeness of document
 Document is complete by its own terms.
 Document is not complete. Record "as is."

4 Description of document
 Transfer of Copyright
 Security Interest
 Change of Name of Owner
 Termination of Transfer(s) [Section 304]
 Shareware
 Life, Identity, Death Statement [Section 302]
 Transfer of Mask Works
 Other _____

5 Title of first work as given in the document See attached Schedule C

6 Total number of titles in document 25

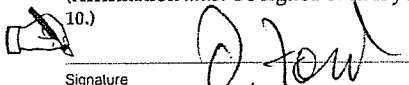
7 Amount of fee calculated \$ _____

8 Fee enclosed
 Check
 Money Order

Fee authorized to be charged to:
Copyright Office
Deposit Account number _____

Account name _____

9 Affirmation*: I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document. (Affirmation must be signed even if you are also signing Space 10.)


Signature _____
Date 2/14/07
Phone Number 212 478 7385 Fax Number 212 478 7400

10 Certification*: Complete this certification in addition to the Affirmation if a photocopy of the original signed document is substituted for a document bearing the actual signature.

NOTE: This space may not be used for an official certification. I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.

Signature _____
Duly Authorized Agent of: _____
Date _____

Recordation will be mailed in window envelope to this address:

Name▼
Attn: Joselyn Fine / Hahn & Hessen LLP

Number/Street/Apt▼
488 Madison Avenue

City/State/ZIP▼
New York, New York 10022

YOU MUST:
• Complete all necessary spaces
• Sign your Cover Sheet in Space 9

SEND ALL ELEMENTS TOGETHER:
1. Two copies of the Document Cover Sheet
2. Check/money order payable to Register of Copyrights
3. Document

MAIL TO:
Library of Congress, Copyright Office
Documents Recordation Section, LM-462
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000

Fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.

*Knowingly and willfully falsifying material facts on this form may result in criminal liability, 18 U.S.C. § 1001.

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 Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of HSBC Business Credit (USA) Inc., as agent (together with its successors, in such capacity, (the "Agent") for the Lenders and L/C Issuer party to the Loan 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 Loan and Security Agreement dated as of February 8, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with WRCA (Cyprus) Holdings Limited, as the Parent, certain affiliates of the Parent, as pledgors, The CIT Group/ Business Credit, Inc., as documentation agent and a Lender, and JPMorgan Chase Bank, N.A., as syndication agent and a Lender. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

WHEREAS, under the terms of Section 4 of the Loan Agreement, the Grantors have granted to the Agent, for its benefit and the ratable benefit of the Lenders and L/C Issuers, a security interest in, among other property, certain intellectual property of the Grantors, 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, each 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 Indebtedness, each Grantor hereby grants to the Agent, for its benefit and the ratable benefit of the Lenders and L/C Issuer, 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. Each 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, and shall become effective as to any Grantor when a counterpart hereof shall have been executed on behalf of such Grantor and a counterpart hereof shall have been executed on behalf of the Agent. 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 Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Loan 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 Loan Agreement, the terms of the Loan Agreement shall control.

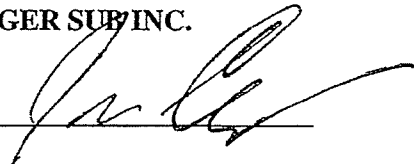
SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Intercreditor Agreement. To the extent that any applicable provision of this Agreement involving the rights of the 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 Agent with respect to the Collateral, the provisions of the Intercreditor Agreement shall prevail.

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

**WIRE ROPE CORPORATION OF AMERICA,
INC., successor in interest to CLOSER
MERGER SUB INC.**

By _____



Name: Ira Glazer
Title: President

Address for Notices:
609 North Second Street
St. Joseph, MO 64501

[SIGNATURE PAGE TO U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Schedule APatents

Owner: 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 BTrademarks

Owner: Wire Rope Corporation of America, Inc.

Trademarks	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
MACWHYTE	83,754
MACWHYTE (Stylized)	129,992
NORESELAY	856,321
NYCOAT	1,517,770
ORANGE STRAND	1,196,108
POWER FLEX	1,855,517

Trademarks	Registration Number
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
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 ^d	Pending

Schedule CCopyrights and Copyright Licenses

Owner: 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