

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement to that certain Credit Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kelly Wire Rope, Inc.		11/07/2008	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	CIT CAPITAL USA INC.		
Street Address:	505 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76553071	KELLY WIRE ROPE, INC.	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Elizabeth Stafford, IP Specialist		
Address Line 1:	2001 Ross Avenue; Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	024205.0102		
NAME OF SUBMITTER:	Elizabeth A. Stafford, IP Specialist		
Signature:	/Elizabeth A. Stafford, IP Specialist/		
Date:	11/14/2008		

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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**IP Security Agreement**") is made and effective this 7th day of November, 2008, by KELLY WIRE ROPE, INC., a Texas corporation (the "**Grantor**") in favor of CIT CAPITAL USA INC., as Administrative Agent for the Lenders party to the Credit Agreement described below (in such capacity, the "**Administrative Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

RECITALS

WHEREAS, pursuant to a Joinder Agreement of even date herewith, among Grantor and Administrative Agent, Grantor has joined that certain Credit Agreement, dated August 4, 2008 by and among Delta Rigging and Tools Holding Company, as successor by merger with DRTH Merger Co, a Delaware corporation ("**Intermediate Holdings**"), Delta Rigging and Tools, Inc. ("**Delta Rigging**", and together with Intermediate Holdings and Grantor, collectively, the "**Borrowers**"), the Guarantors named therein, Administrative Agent and the Lenders party thereto from time to time (as amended, amended and restated, joined, extended supplemented and/or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Grantor desires to induce Administrative Agent and the other Lenders to extend certain financial accommodations to Grantor and the other Borrowers, pursuant to the Credit Agreement by the execution of this IP Security Agreement;

WHEREAS, Grantor, will derive substantial direct and indirect benefits from the financial accommodations made to it and the other Borrowers pursuant to the Credit Agreement; and

WHEREAS, Administrative Agent and the Lenders are unwilling to perform under the Credit Agreement or the other Loan Documents unless Grantor shall have executed and delivered this IP Security Agreement to Administrative Agent, for the ratable benefit of the Lenders.

NOW, THEREFORE, in consideration of the willingness of Administrative Agent and the Lenders to make Loans pursuant to and subject to the terms and conditions of the Credit Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest in IP Collateral.** To secure the due and punctual payment in full of the Obligations of Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a)

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of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), Grantor hereby grants to Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (collectively, the "IP Collateral"):

(a) The U.S and foreign copyrights, copyright intellectual property licenses, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Administrative Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the

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Obligations secured hereby unconditionally and indefeasibly, (b) the expiration or cancellation of all issued and outstanding Letters of Credit, if any, and (c) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination Administrative Agent shall, at Grantor's expense, execute and deliver to Grantor or otherwise authorize the filing of such documents as Grantor shall reasonably request, including financing statement amendments, termination letters with respect to intellectual property filings, and powers of attorney, in each case to evidence such termination. Upon any disposition of IP Collateral permitted by the Credit Agreement, the Liens granted herein shall be deemed to be automatically released and such IP Collateral shall automatically revert to Grantor with no further action on the part of any Person. Administrative Agent shall, at Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantor shall reasonably request, in form and substance reasonably satisfactory to Administrative Agent, including financing statement amendments, termination letters with respect to intellectual property filings and powers of attorney, in each case to evidence such release.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent, for the ratable benefit of the Lenders, under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all the terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts (and by the different parties hereto in different counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement .

(c) The provisions of this IP Security Agreement shall be binding upon Grantor, its successors and assigns and shall inure, together with the rights and remedies of the Administrative Agent and Lenders, to the benefit of the Administrative Agent and the Lenders and their successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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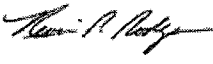
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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

KELLY WIRE ROPE, INC.

By:  _____

Name: Kevin Rodgers

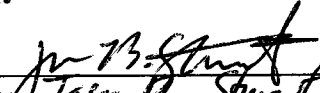
Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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

CIT CAPITAL USA INC., as Administrative Agent

By: 
Name: Jason B. Spunt
Title: Managing Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

None.

Pending Copyright Applications:

None.

SCHEDULE B
PATENT COLLATERAL

Registered Patents:

None.

Pending Patent Applications:

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

"Kelly Wire Rope, Inc."

SCHEDULE D
DOMAIN NAMES

Domain Name _____ **Record Owner**

None.

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