

Form PTO-1594 (Rev. 01-09)

CORRECTED

U.S. DEPARTMENT OF COMMERCE

OMB Collection 0651-0027 (exp. 02/28/2009) Document ID No.: 900142498

United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Industrial Electric Wire & Cable, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Wisconsin
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Wisconsin corporation

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 31, 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent for
Internal and on behalf of Lenders
Address: _____

Street Address: 20935 Swenson Drive, Suite 400

City: Waukesha

State: Wisconsin

Country: United States Zip: 53186

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other national banking association Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes 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)

77/630,042 77/638,169 77/630,090 77/630,073

B. Trademark Registration No.(s)

3,359,784 2,001,034 3,095,679 1,983,177 3,129,194 3,650,367 3,119,947 3,119,941

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

20 20 20/20 VISION, 24 7, C.A.R.S., COLONIAL, CONNECTION, CUSTOMER AUTOMATED REPLENISHMENT SYSTEM, CUSTOMER DRIVEN. SOLUTION FOCUSED...WEVE GOT YOU COVERED!, FABTECH, HOT WIRE, IEWC, INDUSTRIAL ELECTRIC WIRE & CABLE, QUICKQUOTE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Cheryl M. Smukowski

Internal Address: Quarles & Brady LLP

Street Address: 411 East Wisconsin Avenue

City: Milwaukee

State: Wisconsin Zip: 53202

Phone Number: (414) 277-5789

Fax Number: (414) 978-8789

Email Address: cheryl.smukowski@quarles.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 17-0055

Authorized User Name Cheryl M. Smukowski

9. Signature:

Cheryl Smukowski
Signature
Cheryl M. Smukowski

September 11, 2009

Date

Name of Person Signing

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

15

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

TO: CHERYL M. SMUKOWSKI COMPANY: 411 EAST WISCONSIN AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

09/03/2009
900142498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Industrial Electric Wire & Cable, Inc.		08/31/2009	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent for and on behalf of Lenders
Street Address:	20935 Swenson Drive, Suite 400
City:	Waukesha
State/Country:	WISCONSIN
Postal Code:	53186
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77630042	20 20 20/20 VISION
Registration Number:	3359784	24 7
Registration Number:	2001034	C.A.R.S.
Serial Number:	77638169	COLONIAL
Registration Number:	3095679	CONNECTION
Registration Number:	1983177	CUSTOMER AUTOMATED REPLENISHMENT SYSTEM
Registration Number:	3129194	CUSTOMER DRIVEN . SOLUTION FOCUSED ... WEVE GOT YOU COVERED!
Serial Number:	77630090	FABTECH
Registration Number:	3650367	HOT WIRE
Registration Number:	3119947	IEWC
Registration Number:	3119941	INDUSTRIAL ELECTRIC WIRE & CABLE
Serial Number:	77630073	QUICKQUOTE

CH S315.00 77630042

TO: CHERYL M. SMUKOWSKI COMPANY: 411 EAST WISCONSIN AVENUE

CORRESPONDENCE DATA

Fax Number: (414)978-8789
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (414) 277-5789
Email: lm-dept@quarles.com
Correspondent Name: Cheryl M. Smukowski
Address Line 1: 411 East Wisconsin Avenue
Address Line 2: Quarles & Brady LLP
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	630027.00225
NAME OF SUBMITTER:	Cheryl M. Smukowski
Signature:	/cms/
Date:	09/03/2009

Total Attachments: 8
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TO: CHERYL M. SMUKOWSKI COMPANY: 411 EAST WISCONSIN AVENUE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is entered into as of August 31, 2009 by and between INDUSTRIAL ELECTRIC WIRE & CABLE, INC., a Wisconsin corporation (the "Debtor"), and JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as Collateral Agent for and on behalf of the Lenders (the "Collateral Agent").

RECITALS:

WHEREAS, the Debtor, IEWC Mexico S. de R.L. de C.V., Industrial Electric Wire & Cable Company, and IEWC EMEA GmbH (collectively, the "Borrowers") and IEWC Holdings Corp., as guarantor ("Holdings") are indebted to the Lenders under that certain Credit Agreement dated August 31, 2009 (as amended or amended and restated or otherwise modified from time to time, including any refinancings thereof, the "Credit Agreement"), among the Borrowers, Holdings, the lenders signatory thereto (the "Lenders"), M&I Marshall & Ilsley Bank, as Administrative Agent, JPMorgan Chase Bank, N.A., as Collateral Agent, and M&I Marshall & Ilsley Bank and JPMorgan Chase Bank, N.A., as Co-Agents, pursuant to which, among other things, the Lenders will make certain loans and extend certain other credit to the Borrowers on the terms and conditions set forth therein;

WHEREAS, the Debtor and Holdings have executed and delivered that certain Security Agreement dated as of the date hereof in favor of the Collateral Agent, for and on behalf of the Lenders (as it may be amended, restated or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders, the Administrative Agent, the Collateral Agent and the Co-Agents Lenders to continue to extend credit to the Debtor and the other Borrowers under the Credit Agreement;

WHEREAS, the Debtor is entering into this Agreement to confirm and ratify its grant to the Collateral Agent of a continuing security interest in the Trademark Collateral (as defined below) pursuant to the Security Agreement; and

WHEREAS, it is a condition precedent to the Lenders, the Administrative Agent, the Collateral Agent and the Co-Agents Lenders' obligation to continue to extend credit to Debtor and the other Borrowers under the Credit Agreement that Debtor enter into this Agreement.

NOW, THEREFORE, in consideration of these premises and the commitments and agreements of Secured Party, the Administrative Agent, the Co-Agents and the other Lenders in the Credit Agreement and any other financial accommodation now or hereafter granted by the Collateral Agent, the Lenders, the Administrative Agent and the Co-Agents, to Debtor and the other Borrowers, the parties hereto agree as follows:

AGREEMENT:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement described in the Recitals of this Agreement as such Credit Agreement may

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TO: CHERYL M. SMUKOWSKI COMPANY: 411 EAST WISCONSIN AVENUE

be amended, modified, extended or supplemented or amended and restated from time to time, the "Credit Agreement".

2. Confirmation and Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby confirms the Debtor's grant of a security interest in the General Intangibles (including, without limitation, the Trademark Collateral defined below) pursuant to, and as defined in, the Security Agreement and, without limiting such grant, hereby pledges, assigns and grants to the Collateral Agent, for its benefit and the ratable benefit of the Lenders, to secure the prompt and complete payment and performance of the Obligations (as defined in the Security Agreement), a continuing first priority security interest in and to all right, title and interest of the Debtor in and to any and all of the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States of America or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, including those referred to in Exhibit A hereto;

(b) all trademark licenses, including each trademark license referred to in Exhibit A hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Exhibit A hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Representations and Warranties. The Debtor represents and warrants to the Collateral Agent and the Lenders that, with respect to any Trademark Collateral:

(a) Such Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

TO: CHERYL M. SMUKOWSKI COMPANY: 411 EAST WISCONSIN AVENUE

(b) To the best of Debtor's knowledge, such Trademark Collateral is valid and enforceable;

(c) The Debtor has made all necessary filings and recordations to protect its interest in such Trademark Collateral listed on Exhibit A, including, without limitation, recordations of all interests in the Trademark Collateral listed on Exhibit A in the United States Patent and Trademark Office;

(d) To the best of Debtor's knowledge, the Debtor is the exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark Collateral, and, to the best of Debtor's knowledge, no claim has been made that the use of Trademark Collateral does or may violate the asserted rights of any third party; and

(e) The Debtor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Trademark Collateral listed on Exhibit A in full force and effect in the United States of America, as applicable.

4. Covenants.

(a) The Debtor shall not, and the Debtor shall not permit any of its licensees to, unless the Debtor shall reasonably and in good faith determine (and notice of such determination shall have been delivered to the Collateral Agent) that any of the Trademark Collateral is of negligible economic value to the Debtor:

(i) Fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use;

(ii) Fail to maintain as in the past the quality of products and services offered under all of the Trademark Collateral;

(iii) Fail to employ all of the Trademark Collateral registered with any federal or state authority with an appropriate notice of such registration;

(iv) Use any of the Trademark Collateral registered with any federal or state authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made; and

(v) Do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable.

(b) The Debtor shall notify the Collateral Agent within ten (10) business days if it knows, or has reason to know, that any application or registration relating to any material item of the Trademark Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding the Debtor's ownership of

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any of the Trademark Collateral, its right to register the same or to keep and maintain and enforce the same.

(c) The Debtor shall, on or before the 30th day following the end of each of the Debtor's fiscal quarters, provide the Collateral Agent with written notice of any filing during such fiscal quarter by the Debtor or any of its agents, employees, designees or licensees of any application for the registration of any Trademark Collateral with the United States Patent and Trademark Office, and upon request of the Collateral Agent, shall execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Trademark Collateral and the goodwill and general intangibles of the Debtor relating thereto or represented thereby.

(d) The Debtor shall take all reasonably necessary steps, including in any proceeding before the United States Patent and Trademark Office, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of the Trademark Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a)).

(e) Following the occurrence and during the continuance of an Event of Default, the Debtor hereby (i) grants to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Debtor) to use, license or sublicense any Trademark Collateral now owned or hereafter acquired by the Debtor, and wherever the same may be located, and (ii) irrevocably agrees that the Collateral Agent may sell or assign any of the Debtor's Trademark Collateral to any person in accordance with the enforcement of the Collateral Agent's rights and remedies under this Security Agreement.

5. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of, among other things, ratifying and confirming the grant of a security interest in the Trademark Collateral to the Collateral Agent for the benefit of the Lenders under the Security Agreement, and registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest confirmed and granted hereby has been confirmed and granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

6. Release of Security Interest. Upon termination of the Security Agreement in accordance with Section 16 thereof, the Collateral Agent shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

TO: CHERYL M. SMUKOWSKI COMPANY: 411 EAST WISCONSIN AVENUE

7. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted and confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

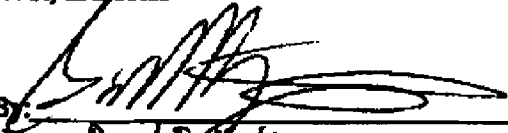
8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

TO: CHERYL M. SMUKOWSKI COMPANY: 411 EAST WISCONSIN AVENUE

IN WITNESS WHEREOF, the Debtor and the Collateral Agent have executed this Agreement as of the date first above written.

INDUSTRIAL ELECTRIC WIRE & CABLE,
INC., as Debtor

By: 
Name: David D. Nestingen
Title: President

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 004060 FRAME: 0507

TO: CHERYL M. SMUKOWSKI COMPANY: 411 EAST WISCONSIN AVENUE

**JPMORGAN CHASE BANK, N.A., as Collateral
Agent**

By: Richard Bennett
Name: Richard Bennett
Title: VP

[Signature Page to Trademark Security Agreement]
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