

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phillystran, Inc.		01/25/2010	CORPORATION: PENNSYLVANIA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	0996803	PHILLYSTRAN	
Registration Number:	2061608	PHILLYSTRAN, INC.	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	263182		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		
Date:	01/26/2010		

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 REEL: 004137 FRAME: 0503

Total Attachments: 7

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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 January 25, 2010, is made by the Person listed on the signature page hereof (the "New Grantor") in favor of HSBC Business Credit (USA) Inc. ("HSBC"), as agent (together with its successors, in such capacity, the "Agent") for the Lenders and the L/C Issuer party to the Loan Agreement referred to below.

WHEREAS, WireCo WorldGroup, Inc. (formerly known as Wire Rope Corporation of America, Inc.), a Delaware corporation (the "Borrower"), has 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, HSBC, as agent, The CIT Group/Business Credit, Inc., as documentation agent, JPMorgan Chase Bank, N.A., as syndication agent, and the lenders party thereto from time to time. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

WHEREAS, the New Grantor has executed Supplement No. 3 to the Loan Agreement, dated as of January 25, 2010 (the "Loan Agreement Supplement"). Pursuant to the Loan Agreement Supplement, the New Grantor has become a Loan Party under the Loan Agreement and, under the terms of Article 4 of the Loan Agreement, has granted to the Agent, for its benefit and the ratable benefit of the Lenders and the L/C Issuer, a security interest in, among other property, certain intellectual property of the New Grantor, and has 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 New 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, the New Grantor hereby grants to the Agent, for its benefit and the ratable benefit of the Lenders and the L/C Issuer, a security interest in all of the New 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 New 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 New Grantor when a counterpart hereof shall have been executed on behalf of such New Grantor. 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. The New 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.

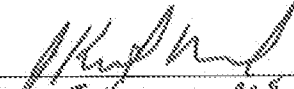
SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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.

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

PHILLYSTRAN, INC.

By 
Name: J. Keith McKinstry
Title: SA VP, CFO, TREASURER

Address: c/o WireCo WorldGroup Inc.
12200 NW Ambassador Drive
Kansas City, Missouri 64163-1244
Attention: Chief Financial Officer
Telephone: (816) 270-4905

[Signature Page to Phillystran ABL IP Security Agreement]

Schedule A

Patents

None

Schedule B

Trademarks

Owner: Phillystran, Inc.

Trademarks	Registration Number
PHILLYSTRAN	996,803
PHILLYSTRAN, INC. & DESIGN	2,061,608

Schedule C

Copyrights and Copyright Licenses

None