

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
Superior Essex Communications LP		04/09/2010	LIMITED PARTNERSHIP: DELAWARE
Essex Group, Inc.		04/09/2010	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association - USA:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77236772	DRI-LITE
Serial Number:	78620113	10GF
Serial Number:	77226567	ULTRASHIELD PLUS
Serial Number:	77906311	CORDATA LABS
Serial Number:	77916037	CABLE ID

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-420-5527
 Email: rbirdwell@phrd.com
 Correspondent Name: Rhonda J. Birdwell, Paralegal
 Address Line 1: 285 Peachtree Center Avenue
 Address Line 2: Suite 1500

900159908

**TRADEMARK
 REEL: 004187 FRAME: 0736**

CH \$140.00 77236772

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER: 2689-54 PROJECT CYPRUS

NAME OF SUBMITTER: Bobbi Acord

Signature: /ba/

Date: 04/16/2010

Total Attachments: 6

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April 9, 2010

Bank of America, N.A., as Agent
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339
Attention: Superior Essex Loan Servicing Administrator

RE: Amendment to Amended, Restated and Consolidated Trademark Security Agreement -
Superior Essex Communications LP and Essex Group, Inc.

Ladies and Gentlemen:

Reference is made to that certain Amended, Restated and Consolidated Trademark Security Agreement dated August 5, 2008, among Bank of America, N.A., a national banking association, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent") for the Secured Parties, Superior Essex Communications LP, a Delaware limited partnership ("Communications"), and Essex Group, Inc., a Michigan corporation ("EGI"; Communications and EGI are sometimes collectively referred to herein as "Companies" and individually as "Company"), as recorded in the United States Patent and Trademark Office (the "USPTO") on August 8, 2008, at Reel No. 003831, Frame 0677 (as at any time amended, modified, restated or supplemented, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

Pursuant to Section 6 of the Trademark Security Agreement, Companies are obligated to give notice to Agent whenever any Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Agent is entitled to modify the Trademark Security Agreement by amending Exhibit A thereto to include the new trademarks or applications therefor.

Companies hereby acknowledge that they have obtained rights to the trademarks and the trademark applications listed on the attached Exhibit A-1. Agent and each Company agree to amend the Trademark Security Agreement to include the trademarks and trademark applications listed on Exhibit A-1 attached hereto on Exhibit A to the Trademark Security Agreement as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 attached hereto to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at Companies' expense.

To secure the prompt payment and performance of any and all indebtedness, obligations, liabilities, covenants and duties of each Company to Agent and Lenders of every kind and description, whether or not evidenced by any note, invoice, billing, guaranty or other instrument, and whether or not for the payment of money, direct or indirect, absolute or contingent, liquidated or unliquidated, joint or several, due or to become due, now existing or hereafter arising under the Loan Agreement or any other Loan Documents, including, without limitation, all U.S. Obligations and Canadian Obligations, all liabilities and obligations of Companies as guarantors of the Canadian Obligations pursuant to the U.S.

Borrowers' Guaranty, and all obligations of Companies now or hereafter existing under the Trademark Security Agreement, and all expenses and attorneys' fees chargeable to Companies, whether or not provided in the Loan Agreement, the Trademark Security Agreement or any other Loan Documents, each Company hereby pledges, assigns and grants to Agent, for its benefit and the Pro Rata benefit of Lenders, a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world, but excluding any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Additional Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Additional Trademarks; and

(c) all proceeds of the foregoing.

In addition to the foregoing, each Company hereby ratifies, reaffirms, renews and continues its prior pledge and assignment of, and grant of a security interest in favor of Agent, for the benefit of the Secured Parties, in all of the Trademark Collateral described in the Trademark Security Agreement.

Each Company represents, warrants, and covenants to Agent and Lenders that:

(a) Each of the Additional Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this letter agreement in the USPTO and/or in the Canadian Intellectual Property Office, as applicable, and an appropriate filing of a UCC-1 financing statement in the applicable jurisdiction, the Trademark Security Agreement (as amended hereby) will create a legal and valid perfected lien upon and security interest in the registered Additional Trademark Collateral (other than foreign trademarks), enforceable against such Company and all third Persons in accordance with its terms; except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights;

(c) To such Company's knowledge, no claim has been made that the use of any of the Additional Trademarks does or may violate the rights of any third Person;

(d) Such Company has all requisite power and authority to enter into this letter agreement and perform its terms;

(e) Each of the Additional Trademarks is valid and enforceable;

(f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Additional Trademark Collateral, free and clear of any liens, charges and encumbrances (except for Permitted Liens), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons;

(g) Such Company will maintain the quality of the products associated with the Additional Trademarks, in a manner consistent with past practices; and

(h) Such Company has used and will continue to use for the duration of the Trademark Security Agreement, proper statutory notice as required under Applicable Law in connection with its use of the Additional Trademarks, including, without limitation, filing an affidavit of use with the USPTO and/or the Canadian Intellectual Property Office, as applicable, for each Additional Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor, unless such Company shall reasonably determine that any such Additional Trademark is no longer material to the conduct of its business.

Each Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by each Company and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; Signatures appear on following page.]

If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

SUPERIOR ESSEX COMMUNICATIONS LP
("Company")

By: Mary Love Sullenberger
Name: Mary Love Sullenberger
Title: Senior Vice President + Secretary

ESSEX GROUP, INC.
("Company")

By: Mary Love Sullenberger
Name: Mary Love Sullenberger
Title: Senior Vice President + Secretary

Accepted and agreed to:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

SUPERIOR ESSEX COMMUNICATIONS LP
("Company")

By: _____
Name: _____
Title: _____

ESSEX GROUP, INC.
("Company")

By: _____
Name: _____
Title: _____

Accepted and agreed to:

BANK OF AMERICA, N.A. as Agent

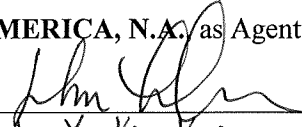
By:  _____
Name: John Yankauskas
Title: Sr. Vice President

EXHIBIT A-1

Trademark Registrations

a. Superior Essex Communications LP

Country	Class(es)	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States of America	9	DRI-LITE	77236772	24-Jul-07	3534931	18-Nov-08
United States of America	9	10GF	78620113	29-Apr-05	3577887	17-Feb-09

b. Essex Group, Inc.

Country	Class(es)	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States of America	6, 9	ULTRASHIELD PLUS	77226567	11-Jul-07	3592132	17-Mar-09

Trademark Applications

a. Superior Essex Communications LP

Country	Class	Trademark	Serial No.	Application Date
United States of America	9	CORDATA LABS	77906311	06-Jan-10
United States of America	9	CABLE ID & Design	77916037	20-Jan-10

b. Essex Group, Inc.

None.