

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 2 to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Insteel Wire Products Company		06/02/2010	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7, 6th Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5210
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1348865	FLO-GARD

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-993-2698
 Email: magdalini.rizakos@lw.com
 Correspondent Name: Magdalini Rizakos
 Address Line 1: 233 South Wacker Drive, Suite 5800
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	06/03/2010

Total Attachments: 4

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**TRADEMARK
 REEL: 004217 FRAME: 0429**

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AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT (this “Amendment”), dated as of June 2, 2010 is entered into between INSTEEL WIRE PRODUCTS COMPANY, a North Carolina corporation (“Grantor”), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders (“GECC”).

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of June 2, 2004 (the “Existing Trademark Agreement”) which was filed with the United States Patent and Trademark Office on June 14, 2004, at Reel 002870, Frame 0755. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Agreement.

WHEREAS, Grantor desires to amend the Existing Trademark Agreement to reflect the addition of certain Trademarks listed below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Agreement. “Schedule I to Trademark Security Agreement” appended to the Existing Trademark Agreement is hereby amended by adding the following Trademarks:

Mark	Serial Number/ Registration Number	Country
Flo-Guard	1,348,865	United States

2. Absence of Waiver or Setoff.

2.1. No Waiver. GECC and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Agreement or any other Loan Document.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to GECC that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of GECC that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and GECC and their respective successors and assigns, and shall inure to the benefit of Grantor and GECC and the successors and assigns of GECC.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

INSTEEL WIRE PRODUCTS COMPANY

By: Michael C. Galmanian
Name: Michael C. Galmanian
Title: S.P. CFO and Treasurer

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

[Signature page to Amendment No. 2 to
Trademark Security Agreement]

TRADEMARK
REEL: 004217 FRAME: 0433

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

INSTEEL WIRE PRODUCTS COMPANY

By: _____

Name: _____

Title: _____

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 

Name: Michael R. Todorov

Title: Duly Authorized Signatory

[Signature page to Amendment No. 2 to
Trademark Security Agreement]