

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
CHANNELL COMMERCIAL CORPORATION		10/13/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	55 South Lake Ave., Suite 900		
Internal Address:	Attn: Manager		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	national bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3663995	TRI-PORT	
Registration Number:	3667092	TRI-PORT PLATE	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2926		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 48th Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	067Z-101199		
NAME OF SUBMITTER:	Julie Cravitz		

CH \$65.00 3663995

900174248

**TRADEMARK
 REEL: 004298 FRAME: 0590**

Signature:	/julie cravitz/
Date:	10/18/2010
<p>Total Attachments: 20</p> <p>source=Trademark and Patent Security Agreement#page1.tif source=Trademark and Patent Security Agreement#page2.tif source=Trademark and Patent Security Agreement#page3.tif source=Trademark and Patent Security Agreement#page4.tif source=Trademark and Patent Security Agreement#page5.tif source=Trademark and Patent Security Agreement#page6.tif source=Trademark and Patent Security Agreement#page7.tif source=Trademark and Patent Security Agreement#page8.tif source=Trademark and Patent Security Agreement#page9.tif source=Trademark and Patent Security Agreement#page10.tif source=Trademark and Patent Security Agreement#page11.tif source=Trademark and Patent Security Agreement#page12.tif source=Trademark and Patent Security Agreement#page13.tif source=Trademark and Patent Security Agreement#page14.tif source=Trademark and Patent Security Agreement#page15.tif source=Trademark and Patent Security Agreement#page16.tif source=Trademark and Patent Security Agreement#page17.tif source=Trademark and Patent Security Agreement#page18.tif source=Trademark and Patent Security Agreement#page19.tif source=Trademark and Patent Security Agreement#page20.tif</p>	

**SECOND AMENDED AND RESTATED
TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of October 13, 2010, is entered into by Channell Commercial Corporation, a Delaware corporation ("Debtor"), in favor of Secured Party (as defined below) with reference to the following facts:

RECITALS

A. Debtor and Channell Commercial Canada Inc., an Ontario corporation ("Channell Commercial Canada"), previously entered into the Amended and Restated Loan and Security Agreement, dated as of July 30, 2007 (as heretofore amended, restated, extended, supplemented or otherwise modified from time to time, the "Prior Loan Agreement"), by and among Debtor, Channell Commercial Canada, the lenders from time to time party thereto, Bank of America, N.A., as administrative agent, and Bank of America, N.A., Canada Branch, as Canadian agent, pursuant to which such lenders made certain credit facilities available to Debtor and Channell Commercial Canada.

B. In connection with the Prior Loan Agreement, Debtor entered into the Amended and Restated Trademark and Patent Security Agreement, dated as of July 30, 2007 (the "Prior IP Security Agreement"), in favor of Bank of America, N.A., as administrative agent (the "Prior Secured Party"), pursuant to which Debtor granted a security interest in certain collateral to the Prior Secured Party.

C. The Prior Loan Agreement is being amended and restated in its entirety by the Second Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, restated, extended, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement") by and between Debtor and Bank of America, N.A., as lender ("Lender"), pursuant to which Lender is extending certain credit facilities to Debtor.

D. The Loan Agreement provides, as a condition to the availability of such credit facilities, that Debtor enter into this Agreement, which amends and restates the Prior IP Security Agreement in its entirety without constituting a novation thereof, and grant security interests to Secured Party as herein provided.

AGREEMENT

NOW, THEREFORE, in order to induce Lender to extend the aforementioned credit facilities to Debtor, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby represents, warrants, covenants and agrees as follows:

1. DEFINITIONS

This Agreement is one of the Security Documents referred to in the Loan Agreement and is one of the Loan Documents. Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the meanings given to those terms in the Loan Agreement. Terms defined in the UCC and not otherwise defined in this Agreement or in the Loan Agreement shall have the meanings given to those terms in the UCC. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Agreement" means this Second Amended and Restated Trademark and Patent Security Agreement, and any extensions, modifications, restatements, reaffirmations, supplements or amendments hereof.

"Secured Party" means, collectively, Lender and any and all providers of Bank Products, and their respective successors and assigns, and each of them, and any one or more of them. Subject to the terms of the Loan Agreement, any right, remedy, authority, privilege or power of Secured Party under this Agreement shall be exercised by Lender as agent for Secured Party.

2. SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in:

A. All of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Schedule A hereto (collectively, the "Trademarks");

B. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

C. All of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any patents, whether foreign or domestic; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (collectively, the "Patents"); and

D. Any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks,

Patents or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

3. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure any and all present and future obligations of any type or nature of Debtor to Secured Party arising under or related to the Loan Documents and/or any one or more of them, whether due or to become due, matured or unmatured, liquidated, or contingent or noncontingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against Debtor or any other Person (all of the foregoing are hereinafter referred to as, collectively, the "Obligations").

4. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. All of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance (each of the foregoing, a "Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Liens (as defined in the Loan Agreement).

B. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

C. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit 1 annexed hereto (the "Power of Attorney") for the

implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

E. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from Lender, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

F. As of the date hereof, Debtor does not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

G. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark or Patent.

H. Debtor has not abandoned any of the registered material Trademarks or material Patents and Debtor will not do any act, nor omit to do any act, whereby the registered material Trademarks or material Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any material application, registration or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Debtor will take such actions in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in the United States or any state therein or any other country as are necessary to maintain such material application and registration of the Trademarks or Patents as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and if consistent with reasonable business judgment to initiate cancellation proceedings against third parties.

J. Debtor will promptly notify Secured Party if Debtor (or any Affiliate or Subsidiary thereof) learns of any actual infringement of any registered Trademark or any registered Patent which is likely to result in a Material Adverse Effect. If requested by Secured Party, Debtor, at Debtor's expense, shall take such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks or Patents.

K. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor hereby grants to Secured Party the right to visit Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Loan Agreement.

5. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under Applicable Law, the Loan Documents or otherwise, and after expiration of any applicable grace period, if any, provided for in the Loan Documents, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder.

A. Secured Party may make use of any Trademarks or Patents for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any Subsidiary of Debtor.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 5C hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Power of Attorney described in subparagraph 4D hereof, one or more

instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Any proceeds remaining after the Obligations have been repaid shall be distributed to the Debtor or other Person legally entitled thereto. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the Default Rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Documents, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon Debtor shall be given in the manner provided for in Section 12.3 of the Loan Agreement. All notices, requests and demands to or upon Secured Party shall be given to Lender in the manner provided for in Section 12.3 of the Loan Agreement.

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns, except that Debtor shall not have the right to assign its rights or delegate its obligations hereunder or under any other Loan Documents. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party hereunder shall terminate upon termination of the Loan Agreement and indefeasible payment and performance in full of all Obligations.

G. GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

H. Waivers by Debtor. To the fullest extent permitted by Applicable Law, Debtor waives (a) the right to trial by jury (which Secured Party hereby also waives) in any proceeding or dispute of any kind relating in any way to this Agreement or any other Loan Documents, any Obligations, or any Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by Secured Party on which Debtor may in any way be liable, and hereby ratifies anything Secured Party may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing Secured Party to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against Secured Party, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, any Obligations, this Agreement or any other Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Debtor acknowledges that the foregoing waivers are a material inducement to Secured Party entering into this Agreement and that Secured Party is relying upon the foregoing in its dealings with Debtor. Debtor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

1. Forum. DEBTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER LOS ANGELES, CALIFORNIA, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. DEBTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SUBPARAGRAPH 6B HEREOF. Nothing herein shall limit the right of Secured Party to bring proceedings against Debtor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by Secured Party of any judgment or order obtained in any forum or jurisdiction.

J. Arbitration. Notwithstanding any other provision of this Agreement to the contrary, any controversy or claim among the parties hereto relating in any way to any Obligations, or this Agreement or any other Loan Documents, including any alleged tort, shall at the request of any party hereto be determined by binding arbitration conducted in accordance with the United States Arbitration Act (Title 9 U.S. Code) (the "Act"). Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association ("AAA"), and the terms of this Section. In the event of any inconsistency, the terms of this Section shall control. If AAA is unwilling or unable to serve as the provider of arbitration or to enforce any provision of this Section, Secured Party may designate another arbitration organization with similar procedures to serve as the provider of arbitration. The arbitration proceedings shall be conducted in Los Angeles or Pasadena, California. The arbitration hearing shall commence within 90 days of the arbitration demand and close within 90 days thereafter. The arbitration award must be issued within 30 days after close of the hearing (subject to extension by the arbitrator for up to 60 days upon a showing of good cause), and shall include a concise written statement of reasons for the award. The arbitrator shall give effect to applicable statutes of limitation in determining any controversy or claim, and for these purposes, service on AAA under applicable AAA rules of a notice of claim is the equivalent of the filing of a lawsuit. Any dispute concerning this Section or whether a controversy or claim is arbitrable shall be determined by the arbitrator. The arbitrator shall have the power to award legal fees to the extent provided by this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning, and any award may be reviewed and vacated or corrected on appeal to a court of competent jurisdiction for any such error. The institution and maintenance of an action for judicial relief or pursuant to a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such

action for judicial relief. No controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, such controversy or claim relates to an obligation secured by Real Estate, but if all parties do not consent to submission of such a controversy or claim to arbitration, it shall be determined as provided in the next sentence. At the request of any party, a controversy or claim that is not submitted to arbitration as provided above shall be determined by judicial reference; and if such an election is made, the parties shall designate to the court a referee or referees selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA sponsored proceedings and the presiding referee of the panel (or the referee if there is a single referee) shall be an active attorney or retired judge; and judgment upon the award rendered by such referee or referees shall be entered in the court in which proceeding was commenced. None of the foregoing provisions of this Section shall limit the right of Secured Party to exercise self-help remedies, such as setoff, foreclosure or sale of any Collateral or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after or during any arbitration proceeding. The exercise of a remedy does not waive the right of any party to resort to arbitration or reference. At Secured Party's option, foreclosure under a mortgage may be accomplished either by exercise of power of sale thereunder or by judicial foreclosure.

K. Any and all provisions of any Loan Document (as defined in the Loan Agreement) which apply to the Loan Documents generally shall apply to this Agreement.

L. This Agreement amends and restates in its entirety (but without novation) the Prior IP Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

CHANNELL COMMERCIAL
CORPORATION,
a Delaware corporation

By: 

Name: William H. Channell, Jr.

Title: President and CEO

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

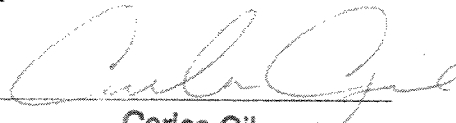
DEBTOR:

CHANNELL COMMERCIAL
CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Lender

By: 
Name: Carlos Gil
Title: Vice President

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

KNOW ALL MEN BY THESE PRESENTS, Channell Commercial Corporation, a Delaware Corporation (hereinafter "Debtor") hereby appoints and constitutes BANK OF AMERICA, N.A., in its capacity as agent for the secured parties identified in the Security Agreement referred to below (collectively, "Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of Debtor in and to any trademarks or patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to the Second Amended and Restated Trademark and Patent Security Agreement of even date herewith between Debtor and Secured Party (as amended, extended, renewed, supplemented or otherwise modified from time to time, the "Security Agreement") and may not be revoked until indefeasible payment and performance in full of all of the "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of October 2, 2010.

DEBTOR

CHANNELL COMMERCIAL
CORPORATION

By: 

Name: William H. Channell, Jr.

Title: President and CEO

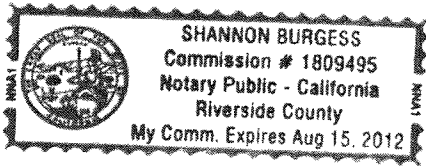
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On Oct. 12, 2010 before me, Shannon Burgess, Notary Public

personally appeared William H. Channell, Jr.



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shannon Burgess
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

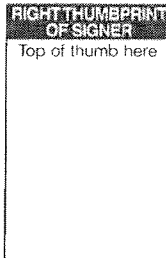
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

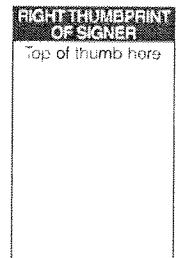
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE A
to
SECOND AMENDED AND RESTATED
TRADEMARK AND PATENT SECURITY AGREEMENT

Registered Trademarks

See attached.

Schedule A - Trademarks

Debtor's and its Subsidiaries' trademarks:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
BUSHMAN TANKS	Channell Commercial Corporation	Active	3,481,152	7/24/2007
BUSHMAN TANKS	Channell Commercial Corporation	Active	CA 1,362,288	2010
BUSHMAN & Design	Channell Commercial Corporation	Active	3,268,901	8/5/2008
BUSHMAN & Design	Channell Commercial Corporation	Active	CA 1,362,290	2010
CHANNELL	Channell Commercial Corporation	Active	2,548,576	3/12/2002
CHANNELL Design Only	Channell Commercial Corporation	Active	2,519,499	12/18/2001
WHERE THE INDUSTRY CONNECTS	Channell Commercial Corporation	Active	2,584,418	6/25/2002
GLB (Stylized)	Channell Commercial Corporation	Active	2,423,073	1/23/2001
HDC	Channell Commercial Corporation	Active	2,324,126	2/29/2000
HDC & Design	Channell Commercial Corporation	Active	2,233,829	3/23/1999*
RHINO ENCLOSURES & Design	Channell Commercial Corporation	Active	2,255,084	6/22/1999*
SAVING AMERICA'S WATER	Channell Commercial Corporation	Active	3,477,164	7/29/2008
SELF LOCK & Design	Channell Commercial Corporation	Active	2,280,622	9/28/1999*
TRI-PORT	Channell Commercial Corporation	Active	3,663,995	8/4/2009
TRI-PORT	Channell Commercial Corporation	Active	NZ 787209	12/11/2007
TRI-PORT	Channell Commercial Corporation	Active	AU 1233813	4/8/2008
TRI-PORT PLATE	Channell Commercial Corporation	Active	3,667,092	8/11/2009
TRI-PORT PLATE	Channell Commercial Corporation	Active	NZ 787210	12/12/2007
TRI-PORT PLATE	Channell Commercial Corporation	Active	AU 1233815	4/8/2008

SCHEDULE B
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Patents and Patent Applications

See attached.

Schedule B - Patents and Patent Applications

Debtor's and its Subsidiaries' patents:

Patent	Owner	Status in Patent Office	Federal Registration No.	Registration Date
Bridging Connector	Channell Commercial Corporation	Active	US 7,303,426	12/4/2007
Electrical Connector	Channell Commercial Corporation	Active	US 7,018,230	3/12/2004
Electrical Connector	Channell Commercial Corporation	Active	MX 264262	2/3/2009
Electrical Connector	Channell Commercial Corporation	Active	US 7,273,387	9/25/2007
Electrical Connector with Filtering Device	Channell Commercial Corporation	Active	US 7,303,425	12/4/2007
Enclosure system for underground utility connections	Channell Commercial Corporation	Active	US 7,385,137	6/10/2008
Enclosure system for underground utility connections	Channell Commercial Corporation	Active	AU 2006220524	6/18/2010
Enclosure system for underground utility connections	Channell Commercial Corporation	Active	MX 274396	3/9/2010
Enclosure system for underground utility connections	Channell Commercial Corporation	Active	NZ 561339	6/10/2010
Grade level enclosures for underground utility connections	Channell Commercial Corporation	Active	US 7,381,888	6/3/2008
Locking system for grade level enclosures	Channell Commercial Corporation	Active	US 7,547,051	6/16/2009
Method for Connector Two Wire Pairs	Channell Commercial Corporation	Active	US 7,014,496	7/5/2005
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Active	MX 271669	11/9/2009

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Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Active	US 7,373,719	5/20/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Active	US 7,762,853	7/27/2010
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Active	US 7,765,695	8/3/2010
Oval Sealing Gland for Communications Housing	Channell Commercial Corporation	Active	US D611,072	3/2/2010
Underground Utilities Pedestal Housing	Channell Commercial Corporation	Active	US D517011	4/7/2004

Debtor's and its Subsidiaries' pending patent applications:

Patent	Owner	Status in Patent Office	Federal Registration No.	Registration Date
Enclosure system for underground utility connections	Channell Commercial Corporation	Pending	CA 2601473	3/24/2006
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	PCT US2008/065164	5/29/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	AR P080102260	5/29/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	TW 097119755	5/28/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	AU 2008260037	5/29/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	CA US2008/065164	5/29/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	ID W-00200903732	5/29/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	MX MX/a/2009/012740	5/28/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	MY US/2008/065164	5/29/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	NZ 581130	5/29/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	PH 1-2009-502171	5/29/2008

Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	SG 200907886-6	5/29/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	VN 1-2009-02632	5/29/2008
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	US 12/844,695	7/27/2010
Method & Process for Manufacturing Terminal Block	Channell Commercial Corporation	Pending	US 12/830,613	7/6/2010
Portable Optical Fiber Distribution Enclosure	Channell Commercial Corporation	Pending	US 12/765,600	4/22/2010
Sealing Gland System	Channell Commercial Corporation	Pending	US 12/134,077	6/5/2008
Sealing Gland System	Channell Commercial Corporation	Pending	PCT US2009/003396	6/4/2009
Self-Latching Locking Assembly	Channell Commercial Corporation	Pending	US 12/372,654	2/17/2009
Self-Latching Locking Assembly	Channell Commercial Corporation	Pending	PCT/US10/22407	1/28/2010
Uninterruptable Power Supply Enclosure and Battery Locker	Channell Commercial Corporation	Pending	US 61/298,512	1/26/2010

SCHEDULE C
to
SECOND AMENDED AND RESTATED
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Permitted Licenses

None.