

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Notice And Confirmation Of Grant of Security Interest In Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WPFY, Inc.		12/22/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG Stamford Branch
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	77726387	AC-90
Serial Number:	74040024	AC-LITE
Serial Number:	74451176	AFC CABLE SYSTEMS
Serial Number:	75168596	AMERICA CABLE SYSTEMS
Serial Number:	77430965	AMERICA CABLE SYSTEMS
Serial Number:	78310351	COLORSPEC
Serial Number:	85086166	COLOR-TRAK
Serial Number:	73692210	CUSTOM CUTS
Serial Number:	73494446	(FLEX)4
Serial Number:	73783546	HCF-90
Serial Number:	74717357	HCF-LITE
Serial Number:	73481404	HOME RUN CABLE
Serial Number:	77151619	KAF-TECH
Serial Number:	77573428	MC-QUIK

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Serial Number:	73554337	MC LITE
Serial Number:	77573442	MC STAT
Serial Number:	75876422	MC TUFF
Serial Number:	77713084	MC-PLUS
Serial Number:	74566575	
Serial Number:	74315526	SUPER NEUTRAL CABLE
Serial Number:	74390582	THE INTELLIGENT CEILING
Serial Number:	74390581	THE INTELLIGENT FLOOR
Serial Number:	77223546	TUFF-TEMPS

CORRESPONDENCE DATA

Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3468
Email: ssankar@skadden.com, smarquez@skadden.com
Correspondent Name: Shivram K. Sankar
Address Line 1: Four Times Square
Address Line 2: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 4: New York, NEW YORK 10036-6522

ATTORNEY DOCKET NUMBER:	698510/229
NAME OF SUBMITTER:	Shivram Sankar
Signature:	/Shivram Sankar/
Date:	12/23/2010

Total Attachments: 5
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ABL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 22, 2010, made by WPFY, Inc., a Delaware corporation having a principal place of business at 1105 North Market Street, Suite 1300, Wilmington, Delaware 19890 (the "Grantor"), in favor of UBS AG Stamford Branch, as Collateral Agent (the "Agent"), for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Parent Borrower, the Administrative Agent, the Collateral Agent, the Co-Collateral Agent and the other parties thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "ABL Collateral Agreement");

WHEREAS, pursuant to the ABL Collateral Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a second priority security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in order to induce the Lenders to make their respective extensions of credit to Borrowers under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 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 or provided by reference in the Credit Agreement and the ABL Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor in the ordinary course of its business, pursuant to the ABL Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a second priority security

interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a second priority security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the ABL Collateral Agreement. To the extent that there is any conflict between this Agreement and the ABL Collateral Agreement, the ABL Collateral Agreement shall control in all respects. The ABL Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the second priority security interest in the Trademarks are more fully set forth in the Credit Agreement and the ABL Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WPFY, INC.

By: _____


Name: John S. Jenkins, Jr.

Title: Vice President

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in Trademarks]

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Mary E. Evans
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: Orja R. Otsa
Name: Orja R. Otsa
Title: Associate Director
Banking Products
Services, US

[Signature Page to ABL Notice and Confirmation of Grant of Security Interest in
Trademarks]

TRADEMARK
REEL: 004440 FRAME: 0524

SCHEDULE I

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date	Renewal
AC-90	Registered	77726387	30-Apr-09	3715075	24-Nov-09	24-Nov-19
AC-LITE	Registered	74040024	19-Mar-90	1647967	18-Jun-91	18-Jun-11
AFC CABLE SYSTEMS	Registered	74451176	26-Oct-93	1886593	28-Mar-95	28-Mar-15
AMERICA CABLE SYSTEMS	Registered	75168596	19-Sep-96	2122562	16-Dec-97	16-Dec-17
AMERICA CABLE SYSTEMS	Registered	77430965	25-Mar-08	3520199	21-Oct-08	21-Oct-18
COLORSPEC	Registered	78310351	07-Oct-03	3174785	21-Nov-06	21-Nov-16
COLOR-TRAK	Pending	85086166	16-Jul-10			
CUSTOM CUTS	Registered	73692210	23-Oct-87	1492988	21-Jun-88	21-Jun-18
FLEX 4 (stylized)	Registered	73494446	13-Aug-84	1355076	20-Aug-85	20-Aug-15
HCF-90	Registered	73783546	27-Feb-89	1594970	08-May-90	08-May-20
HCF-LITE	Registered	74717357	18-Aug-95	1988636	23-Jul-96	23-Jul-16
HOME RUN CABLE	Registered	73481404	21-May-84	1328225	02-Apr-85	02-Apr-15
KAF-TECH	Registered	77151619	09-Apr-07	3358990	25-Dec-07	25-Dec-17
MC-QUIK	Registered	77573428	18-Nov-08	3713117	17-Nov-09	17-Nov-19
MC LITE	Registered	73554337	19-Aug-85	1414788	28-Oct-86	28-Oct-16
MC STAT	Registered	77573442	18-Sep-08	3713118	17-Nov-09	17-Nov-19
MC TUFF	Registered	75876422	20-Dec-99	2404265	14-Nov-00	14-Nov-20
MC-PLUS	Registered	77713084	14-Apr-09	3711683	17-Nov-09	17-Nov-19
Miscellaneous Design (AFC logo) (eagle)	Registered	74566575	29-Aug-94	1907213	25-Jul-95	25-Jul-15
SUPER NEUTRAL CABLE	Registered	74315526	21-Sep-92	1782264	13-Jul-93	13-Jul-13
THE INTELLIGENT CEILING	Registered	74390582	14-May-93	1914118	22-Aug-95	22-Aug-15
THE INTELLIGENT FLOOR	Registered	74390581	14-May-93	1895560	23-May-95	23-May-15
TUFF-TEMPS	Registered	77223546	06-Jul-07	3686630	22-Sep-09	22-Sep-19

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