

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 3 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insteel Wire Products Company		03/30/2011	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2150789	VARIGRID	
Registration Number:	3810179	STEELTEX	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Magdalini Rizakos		
Signature:	/mr/		
Date:	03/30/2011		

OP \$65.00 2150789

Total Attachments: 5

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AMENDMENT NO. 3 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 3 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of March 30, 2011 is entered into between INSTEEL WIRE PRODUCTS COMPANY, a North Carolina corporation ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporate, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of June 2, 2004 (as amended, modified or supplemented from time to time, 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 the Trademarks listed on the attached Exhibit A.

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 Trademarks listed on the attached Exhibit A.
2. No Waiver. Agent 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.
3. Representations. Grantor hereby represents and warrants to Agent that this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment. This Amendment may be authenticated by manual signature, facsimile or, if approved by Agent, other electronic means, all of which shall be equally valid.

(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 Illinois, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent 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 Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[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: James F. Petelle
Name: James F. Petelle
Title: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Amendment to Trademark Security Agreement]

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: Michael R. Todorow
Name: Michael R. Todorow
Title: Duly Authorized Signatory

[Signature Page to Amendment to Trademark Security Agreement]

EXHIBIT A
to
Amendment to Trademark Security Agreement

1. REGISTERED TRADEMARKS

TITLE	REGISTRATION No.	DATE FILED	DATE ISSUED
Varigrd	2,150,789	April 7, 1997	April 14, 1998
Steeltex	3,810,179	November 3, 2009	June 29, 2010