

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Cable Technologies Corporation		07/21/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1300 East Ninth Street, 13th Fl.
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	0683537	ANACONDA
Registration Number:	0763391	CAROL
Registration Number:	1009861	POLYRAD
Registration Number:	1318997	CAROL
Registration Number:	1742898	ANACONDA
Registration Number:	1791456	GCC
Registration Number:	1793505	GENERAL CABLE
Registration Number:	1797640	GENERAL CABLE
Registration Number:	1835234	
Registration Number:	2142986	CAROL
Registration Number:	2477198	
Registration Number:	2577558	ANACONDA BRAND
Registration Number:	2595552	BICC BRAND
Registration Number:	2595567	BICC BRAND

TRADEMARK

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REEL: 004592 FRAME: 0577

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Registration Number:	2623172	ANACONDA BRAND
Registration Number:	2639325	GENERAL CABLE
Registration Number:	2654145	
Registration Number:	2665091	GENERAL CABLE
Registration Number:	2671731	GENERAL CABLE
Registration Number:	2691449	CAROL BRAND
Registration Number:	2706461	GENERAL CABLE
Registration Number:	2725557	GENSPEED
Registration Number:	2727807	POLYRAD XT
Registration Number:	2735482	
Registration Number:	2785071	CAROL BRAND
Registration Number:	2811285	
Registration Number:	2896075	
Registration Number:	2972673	NEXTGEN FIBER OPTICS
Registration Number:	2978221	NEXTGEN
Registration Number:	3122875	HELIX/HITEMP
Registration Number:	3157845	GENSPEED
Registration Number:	3424152	HELIX/HITEMP
Registration Number:	3706081	PDIC
Registration Number:	3787876	PDIC WIRE & CABLE SALES
Registration Number:	3788712	PDIC WIRE & CABLE SALES
Serial Number:	77354562	PHELPS DODGE INTERNATIONAL CORP
Serial Number:	77390216	PHELPS DODGE INTERNATIONAL CORP ONE COMPANY
Serial Number:	85073626	SILEC
Serial Number:	85073668	SILEC

CORRESPONDENCE DATA

Fax Number: (917)777-5107
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 735-3468
Email: Faith.Robinson@skadden.com
Correspondent Name: Shivram Sankar
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 139900/673

NAME OF SUBMITTER:

TRADEMARK
REEL: 004592 FRAME: 0578

	Shivram Sankar
Signature:	/Shivram Sankar/
Date:	07/28/2011
Total Attachments: 8 source=TM Security Agreement - General Cable Technologies Corp to JPMorgan Chase Bank, NA#page1.tif source=TM Security Agreement - General Cable Technologies Corp to JPMorgan Chase Bank, NA#page2.tif source=TM Security Agreement - General Cable Technologies Corp to JPMorgan Chase Bank, NA#page3.tif source=TM Security Agreement - General Cable Technologies Corp to JPMorgan Chase Bank, NA#page4.tif source=TM Security Agreement - General Cable Technologies Corp to JPMorgan Chase Bank, NA#page5.tif source=TM Security Agreement - General Cable Technologies Corp to JPMorgan Chase Bank, NA#page6.tif source=TM Security Agreement - General Cable Technologies Corp to JPMorgan Chase Bank, NA#page7.tif source=TM Security Agreement - General Cable Technologies Corp to JPMorgan Chase Bank, NA#page8.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 21, 2011 (this "Agreement"), among General Cable Technologies Corporation, a Delaware corporation, located at Four Tessenear Drive, Highland Heights, Kentucky 41076 (the "Grantor") and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WHEREAS, the Grantor and General Cable Company (collectively, the "Borrowers") and each individually a "Borrower"), the Administrative Agent, the other Loan Parties and the Lenders are entering into a Credit Agreement dated as of July 21, 2011 (as it may be amended or modified from time to time, the "Credit Agreement");

WHEREAS, to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement and to secure the Secured Obligations that the Grantor has agreed to guarantee pursuant to Article X of the Credit Agreement, the Grantor has agreed to enter into a U.S. Pledge and Security Agreement dated as of July 21, 2011 (as it may be amended or modified from time to time, the "Security Agreement") and this Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement.

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

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Security Agreement or the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all Trademarks, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (all of which will be collectively referred to as the "Trademark Collateral"), including:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those listed on Schedule I;

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all renewals of the foregoing;

(d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(f) all rights corresponding to any of the foregoing throughout the world thereof.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the corresponding national intellectual property offices of any other country, as applicable. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks, or other applicable authority, record this Agreement.

SECTION 4. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

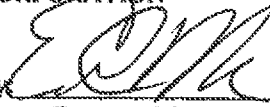
SECTION 6. Further Assurances. The Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

GENERAL CABLE TECHNOLOGIES
CORPORATION

By 

Name: Emerson Moser

Title: Assistant Secretary

[Signature Page to Trademark (US) Security Agreement]

TRADEMARK
REEL: 004592 FRAME: 0582

Acknowledged and Agreed by:

JP MORGAN CHASE BANK, N.A.

By *Matthew A. Brewer*

Name: Matthew A. Brewer

Title: Vice President

[Signature Page to Trademark (U.S.) Security Agreement]

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Material U.S. Trademark Registrations and Applications

<u>Registrations:</u>		
Owner	Registration Number	Description
General Cable Technologies Corporation	0,683,537	ANACONDA
General Cable Technologies Corporation	0,763,391	CAROL
General Cable Technologies Corporation	1,009,861	POLYRAD
General Cable Technologies Corporation	1,318,997	CAROL
General Cable Technologies Corporation	1,742,898	ANACONDA
General Cable Technologies Corporation	1,791,456	GCC
General Cable Technologies Corporation	1,793,505	GENERAL CABLE
General Cable Technologies Corporation	1,797,640	GENERAL CABLE & Design
General Cable Technologies Corporation	1,835,234	Roleaux Design
General Cable Technologies Corporation	2,142,986	CAROL
General Cable Technologies Corporation	2,477,198	Triad Design
General Cable Technologies Corporation	2,577,558	ANACONDA BRAND
General Cable Technologies Corporation	2,595,552	BICC BRAND
General Cable Technologies Corporation	2,595,567	BICC BRAND & Design
General Cable Technologies Corporation	2,623,172	ANACONDA BRAND & DESIGN
General Cable Technologies Corporation	2,639,325	GENERAL CABLE & New Roleaux Design
General Cable Technologies Corporation	2,654,145	New Roleaux Design
General Cable Technologies Corporation	2,665,091	GENERAL CABLE & TRIAD DESIGN
General Cable Technologies Corporation	2,671,731	GENERAL CABLE & New Roleaux Design
General Cable Technologies Corporation	2,691,449	CAROL BRAND (Stylized)

<u>Registrations:</u>		
Owner	Registration Number	Description
General Cable Technologies Corporation	2,706,461	GENERAL CABLE & New Roleaux Design
General Cable Technologies Corporation	2,725,557	GENSPEED
General Cable Technologies Corporation	2,727,807	POLYRAD XT
General Cable Technologies Corporation	2,735,482	New Roleaux Design
General Cable Technologies Corporation	2,785,071	CAROL BRAND (Class 9, 11)
General Cable Technologies Corporation	2,811,285	New Roleaux Design
General Cable Technologies Corporation	2,896,075	PDIC Globe Design
General Cable Technologies Corporation	2,972,673	NEXTGEN FIBER OPTICS
General Cable Technologies Corporation	2,978,221	NEXTGEN (Stylized)
General Cable Technologies Corporation	3,122,875	HELIX/HITEMP
General Cable Technologies Corporation	3,157,845	GENSPEED (Stylized)
General Cable Technologies Corporation	3,424,152	HELIX/HITEMP (Stylized)
General Cable Technologies Corporation	3,706,081	PDIC
General Cable Technologies Corporation	3,787,876	PDIC WIRE & CABLE SALES and Design (Class 35)
General Cable Technologies Corporation	3,788,712	PDIC WIRE & CABLE SALES (Stylized and Design) Classes 9 & 17
<u>Applications:</u>		
Owner	Application Number	Description
General Cable Technologies Corporation	77/354,562	PHELPS DODGE INTERNATIONAL CORP (STYLIZED)
General Cable Technologies Corporation	77/390,216	PHELPS DODGE INTERNATIONAL CORP ONE COMPANY & Design
General Cable Technologies Corporation	85/073,626	SILEC (Class 9)
General Cable Technologies Corporation	85/073,668	SILEC (Classes 37 & 42)

Material Canadian Trademark Registrations and Applications

Mark	Application No.	Filed	Registration No.
ANACONDA	484435	31-Oct-25	TMDA038808
ANACONDA BRAND	1070230	9-Aug-00	TMA563832
ANACONDA BRAND (Stylized & Design)	1070229	9-Aug-00	TMA563831
BICC	763791	13-Sep-94	TMA469257
BICC BRAND	1070231	9-Aug-00	TMA567491
BICC BRAND & Design	1070539	10-Aug-00	TMA567492
CAROL	797592	16-Nov-95	TMA512322
CAROL & Design	483410	8-Mar-82	TMA275453
CAROL BRAND	1072308	24-Aug-00	TMA565255
CAROL BRAND (Stylized)	1072307	24-Aug-00	TMA565256
CAROL BRAND COMMAND SERIES	1247827	18-Feb-05	TMA672449
GENERAL CABLE	797591	16-Nov-95	TMA475183
GENERAL CABLE & Design	1131904	21-Feb-02	TMA615202
GENERAL CABLE & Design	1127630	9-Jan-02	TMA631901
GENERAL CABLE & Design	1127609	9-Jan-02	TMA603723
GENERAL CABLE & Design	1127632	9-Jan-02	TMA631867
GENERAL CABLE & Design	888577	27-Aug-98	TMA536410
GENERAL CABLE & Design	1072427	25-Aug-00	TMA589401
GENERAL CABLE & Design	1072962	30-Aug-00	TMA589505
GENSPEED	1108454	3-Jul-01	TMA584709
Triangular Shaped Figure Design	1127608	9-Jan-02	TMA600578
Triangular Shaped Figure Design	1127631	9-Jan-02	TMA606633
Triangular Shaped Figure Design	1127629	9-Jan-02	TMA624455
NEXTGEN FIBER OPTICS	1138760	25-Apr-02	TMA616092
PDIC	1393655	30-Apr-08	
Global Design	1124719	11-Dec-01	TMA644441
PHELPS DODGE INTERNATIONAL CORP (Stylized)	1393656	30-Apr-08	
PHELPS DODGE INTERNATIONAL	1393657	30-Apr-08	

CORP ONE COMPANY & Design			
Roleaux Design	797593	16-Nov-95	TMA472884