

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Class Wire and Cable, Inc.		10/03/2008	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	ANIXTER, INC.		
Street Address:	2301 Patriot Boulevard		
City:	Glenview		
State/Country:	ILLINOIS		
Postal Code:	60026		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2592675	DRUMBOX	
CORRESPONDENCE DATA			
Fax Number:	(312)474-0448		
Phone:	(312) 474-6650		
Email:	ksmith@marshallip.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Gregory J. Chinlund		
Address Line 1:	233 South Wacker Drive		
Address Line 2:	Ste 3600		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	29365/60039		
NAME OF SUBMITTER:	Gregory J. Chinlund		
Signature:	/gjc/		

Date:

01/17/2012

Total Attachments: 7

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DISCLOSURE SCHEDULES TO THE ASSET PURCHASE AGREEMENT
by and among
ANIXTER INC.;
WORLD CLASS WIRE AND CABLE, INC.; and
JAMES M. LINDENBERG

The following are the disclosure schedules (the "Disclosure Schedules") to the Asset Purchase Agreement by and among Anixter Inc. ("Purchaser"); World Class Wire and Cable, Inc. ("Seller"); and James M. Lindenberg ("Principal") dated October __, 2008 (the "Agreement"). Section references herein are to Sections of the Agreement. The inclusion of any item on the Disclosure Schedules shall not constitute an admission (with respect to any Person not a Party) that a violation, right of termination, default, liability or other obligation of any kind exists with respect to such item (except, with respect to disclosure to the Purchaser, to the extent such item is specifically listed in response to a representation or warranty to such effect in the Agreement), but rather is intended only to qualify certain representations and warranties in the Agreement and to set forth other information required by the Agreement.

For purposes of the Agreement, any information that is disclosed in any section of the Disclosure Schedules or in any other schedule to the Agreement shall be deemed made for each other section herein without specific repetition and with or without cross reference where such applicability and relevance of such cross reference are reasonably apparent based on the plain reading of such cross-referenced information. All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement. The summaries of, or references to, actual documents attached to the Disclosure Schedules are qualified in their entirety by reference to such documents. Subject to the terms of Section 11 of the Agreement, to the extent that a representation or warranty contained in the Agreement or the Disclosure Schedules (for purposes of this section a "Representation") addresses a particular issue with specificity ("Specific Representation"), and no breach by Seller exists under such Specific Representation, Seller shall not be deemed to be in breach of any other Representation (solely with respect to such issue) that specifically addresses such issue with less specificity than the Specific Representation.

Seller has executed the Disclosure Schedules on and as of October 3,
2008.

WORLD CLASS WIRE AND CABLE, INC.

By: 

Name: James M. Lindenberg

Title: President

Schedule 2(a)(i)(I)

Intellectual Property

1. Trademark Registration Number 2592675 for the trademark "DRUMBOX", Registered July 9, 2002.
2. Domain names: www.wcwc.com, www.wcwireandcable.com, www.acwwire.com
3. Unregistered IP. Seller uses the unregistered common law trademarks of "World Class Wire and Cable, Inc." (including derivative and similar names such as "WCWC", "World Class Wire and Cable", "World Class Cable" or "World Class Wire") and "DRUMCART" in the ordinary course of business.

**INTELLECTUAL PROPERTY
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "*Agreement*") is made as of the 3 day of October, 2008, by and between World Class Wire and Cable, Inc., a Wisconsin corporation with offices at W234 N2091 Ridgeview Parkway Court, Waukesha, WI 53188 ("*Transferor*"); and Anixter Inc., a Delaware corporation with offices at 2301 Patriot Boulevard, Glenview, Illinois 60026 (the "*Transferee*").

RECITALS:

WHEREAS, this Agreement is made pursuant to the condition to closing under Section 8(b)(vii)(C) of that certain Asset Purchase Agreement dated October 3, 2008 by and among Transferor, Transferee and a certain other party thereto (the "*Asset Purchase Agreement*") (capitalized terms used and not defined herein shall have the respective meanings given to them in the Asset Purchase Agreement), pursuant to which Transferor is concurrently herewith selling, transferring, conveying, assigning and delivering to Transferee the Purchased Assets.

WHEREAS, Transferor wishes to assign its entire right, title and interest in, and to its registered and unregistered domestic and foreign trademarks, trade names, service marks, trade dress, trademark applications, service mark applications, trademark and service mark registrations, registered and unregistered domestic and foreign patents, all foreign and domestic patent applications, registered and unregistered copyrights, copyright applications, domestic and foreign domain names, URLs, Websites and email addresses and other intellectual property (with the exception of registered patents and patent applications) used by or in connection with its Business included within Transferor's intellectual property listed and described on Schedule A attached hereto (the "*Intellectual Property*") to Transferee, together with the goodwill of the Business associated therewith, and Transferee is desirous of acquiring the Transferor's entire right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. The Transferor hereby sells, transfers, assigns, conveys and delivers to the Transferee for its own use and enjoyment and for the use and enjoyment of its successors and assigns forever as follows:
 - i. The Transferor's entire right, title and interest in and to the Intellectual Property, together with the goodwill of the Business associated therewith and which is symbolized thereby, all rights to sue for infringement of any trademark, service mark, trade name, trade dress, patents, copyrights, domain name, URL, Website and email address

EXECUTION COPY

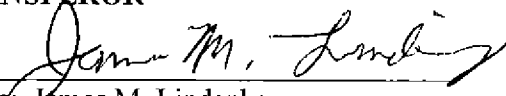
whether arising prior to or subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Transferee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Transferee had this Agreement not been made; and

- ii. Any and all claims and demands the Transferor may have, at law or in equity, arising out of past infringement of the Intellectual Property.
2. Assumption. Transferee hereby accepts the foregoing assignment.
3. Recordation. Transferor agrees to assist Transferee in every legal way to evidence, record and perfect the transfer including applying for and executing the appropriate assignment for the applicable Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office (as applicable), and from time to time enforce, maintain, and defend the assigned rights, all at Transferee's expense.
4. Domain Names. In amplification of the foregoing with respect to each of the domain names listed on Schedule A and specifically with respect to the www.wcwc.com domain name together with all goodwill associated therewith (the "*WCWC Web Address*") and all email addresses using "@wcwc.com" (the "*WCWC E-mail Addresses*", and together with the WCWC Web Address, collectively, the "*WCWC Domain Names*"), the Transferor agrees to assign to Transferee, concurrently herewith, all of its right, title and interest in and to each of the domain names listed on Schedule A including the WCWC Domain Names. The Transferor shall obtain transfer authorization code(s) from its domain registrar ("*Registrar*") for the WCWC Domain Names in accordance with this Agreement as early as practicable following the Closing Date, and shall forward such transfer authorization code(s) to Transferee. With respect to each of the other domain names listed on Schedule A, Transferor shall use good faith efforts to work with Transferee and its counsel to formally transfer such domain names as Transferee or its counsel may reasonably request.
5. Law. This Agreement has been entered into in the State of Illinois and shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois without regard to its principles of conflicts of law.

EXECUTION COPY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**WORLD CLASS WIRE AND CABLE, INC., AS
TRANSFEROR**

By: 
Name: James M. Lindenberg
Title: President

ANIXTER INC., AS TRANSFEREE

By: _____
Name: _____
Title: _____

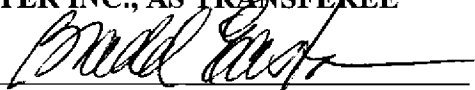
EXECUTION COPY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**WORLD CLASS WIRE AND CABLE, INC., AS
TRANSFEROR**

By: _____
Name: James M. Lindenberg
Title: President

ANIXTER INC., AS TRANSFEREE

By:  _____
Name: Bradd Easton
Title: Associate General Counsel and Assistant Secretary

SCHEDULE A

The common law trademarks and trade names "WCWC", "World Class Wire and Cable", "World Class Wire", "World Class Cable" and any and all other trademarks, trade names, service marks and trade dress utilized by Transferor in its Business.

All registered trademarks, trade names, service marks and trade dress, including the registration number(s) and registration date(s) utilized by Transferor in its Business.

All pending trademark applications utilized by Transferor in the Business.

The domain name www.wcwc.com and each of the other domain name owned by a Transferor (and used in the Business).

All "@wcwc.com" email addresses and any other email addresses utilized by Transferor in its Business (other than personal email addresses of Transferor's employees).

All registered patents utilized by Transferor in the Business.

All pending patent applications utilized by Transferor in the Business.

All registered and unregistered copyrights and copyright applications utilized by Transferor in the Business.

All other of Transferor's Intellectual Property utilized in the Business of the Transferor.

Any and all goodwill of the Transferor relating to the foregoing.