900224654 06/01/2012

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
American Bare Conductor, Inc.		05/24/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Associated Bank, National Association	
Street Address:	1200 Hansen Road	
City:	Green Bay	
State/Country:	WISCONSIN	
Postal Code:	54304	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	73712101	ABC
Serial Number:	77467152	ABC ABCI BUILDING WIRE
Serial Number:	77467156	ABC AMERICAN BARE CONDUCTOR
Serial Number:	85040658	ABC ABCI WIRE

CORRESPONDENCE DATA

Fax Number: 4142235000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 4142732100

Email: ptomailbox@whdlaw.com

Correspondent Name: Whyte Hirschboeck Dudek S.C.

Address Line 1: Attn: Suzanne Plagemann

Address Line 2: 555 E Wells St, Ste 1900

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 17842-0059 ASSOC BANK

TRADEMARK REEL: 004793 FRAME: 0679 \$115.00 7371

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NAME OF SUBMITTER:	Suzanne Plagemann			
Signature:	/Suzanne Plagemann/			
Date:	06/01/2012			
Total Attachments: 5 source=Associated Bank - American Bare Grant of Security#page1.tif source=Associated Bank - American Bare Grant of Security#page2.tif source=Associated Bank - American Bare Grant of Security#page3.tif source=Associated Bank - American Bare Grant of Security#page4.tif source=Associated Bank - American Bare Grant of Security#page5.tif				

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

MAY 24, 2012

WHEREAS, American Bare Conductor, Inc., an Illinois corporation (the "<u>Grantor</u>"), having its chief executive office at 2969 Chartres Street, La Salle, Illinois 61301, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having its principal offices at 1200 Hansen Road, Green Bay, WI 54304 ("<u>Associated Bank</u>"), desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to Associated Bank a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

- **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without limitation of the terms and conditions of the Loan and Security Agreement dated the date hereof, between the Grantor and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), the Grantor hereby grants Associated Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:
- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;
 - (b) all Trademark licenses;
 - (c) all reissues, extensions or renewals of any item described in <u>clause (a)</u> or <u>(b)</u>;
- (d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a), (b) or (c); and
- (e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without

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limitation any Trademark, Trademark registration or Trademark license referred to in <u>Schedule A</u>, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to Associated Bank and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of Associated Bank have been terminated, Associated Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to Associated Bank under the Loan and Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Loan and Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above. AMERICAN BARE CONDUCTOR, INC., Grantor American Bare Conductor, Inc. **Marcos Conde Ramalho President** ASSOCIATED BANK, NATIONAL ASSOCIATION Peter O. Strobel, Authorized Agent STATE OF ILLINOIS COUNTY OF De Kall On this 15th day of May, 2012, before me personally came Marcos C. Ramalho who, being by me duly sworn, did state as follows: that he is President of American Bare Conductor, Inc., that he is authorized to execute the foregoing Security Interest on behalf of said company and that he did so by authority of said company. My Commission Expires: STATE OF WISCONSIN OFFICIAL SEAL LESLIE R McKEE) ss.: NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 08/21/2012 COUNTY OF MILWAUKEE) On this _____ day of May, 2012, before me personally came Peter O. Strobel who, being by me duly sworn, did state as follows: that he is an Authorized Agent of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on

[Signature Page to Grant of Security Interest in U.S. Trademarks]

Notary Public

My Commission Expires:

behalf of Associated Bank, National Association.

date first written above. AMERICAN BARE CONDUCTOR, INC., Grantor By: Marcos C. Ramahol, President ASSOCIATED BANK, NATIONAL ASSOCIATION Peter O. Strobel, Authorized Agent STATE O COUNTY OF On this _____ day of May, 2012, before me personally came Marcos C. Ramahol who, being by me duly sworn, did state as follows: that he is President of American Bare Conductor, Inc., that he is authorized to execute the foregoing Security Interest on behalf of said company and that he did so by authority of said company. Notary Public My Commission Expires: STATE OF WISCONSIN) ss.: COUNTY OF MILWAUKEE) On this and the day of May, 2012, before me personally came Peter O. Strobel who, being by me all a state as follows: that he is an Authorized Agent of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on ROTANTIONAL Association. behalf of Associated

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the

[Signature Page to Grant of Security Interest in U.S. Trademarks]

Notary Public Depoted My Commission Expires:

SCHEDULE A

SERIAL NUMBER	REG. NUMBER	WORD MARK
73712101	1546126	ABC & DESIGN
77467152	3686995	ABC ABCI BUILDING WIRE & DESIGN
77467156	3686996	ABC AMERICAN BARE CONDUCTOR & DESIGN
85040658	3900136	ABC ABCI WIRE

Sch. A-1

U.S. Trademarks Security Interest Filing

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RECORDED: 06/01/2012