



THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 1.

Names of additional conveying parties:

Omega Wire, Inc., a Delaware corporation  
IWG High Performance Conductors, Inc., a New York corporation

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

**TRADEMARKS**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
International Wire Group, Inc.	2,531,113 1/22/2002  RENEWED: 10/12/2011	INTERNATIONAL WIRE
International Wire Group, Inc.	2,521,529 12/25/2001  RENEWED: 08/09/2011	INTERNATIONAL WIRE
International Wire Group, Inc.	2,487,743 9/11/2001  RENEWED: 08/08/2011	IW (Design)
Omega Wire, Inc.	2,031,992 1/21/1997  RENEWED: 8/3/2007	PREBOND
IWG High Performance Conductors, Inc.	2,069,514 6/10/1997  RENEWED: 8/3/2007	CT-37
IWG High Performance Conductors, Inc.	802,972 2/1/1966  LAST RENEWED: 9/2/2006	Tensile-Flex
IWG High Performance Conductors, Inc.	1,351,448 7/30/1985  LAST RENEWED: 6/5/2006	CS 95

DLI-6417634v2

**TRADEMARK**  
**REEL: 004882 FRAME: 0779**

OWNER	REGISTRATION NUMBER	TRADEMARK
IWG High Performance Conductors, Inc.	1,046,252 8/17/1976  LAST RENEWED: 10/9/2007	Mirabrite
International Wire Group, Inc.	3,847,233 9/14/2010	NW (Design)
International Wire Group, Inc.	3,813,283 7/6/2010	NEGEV WIRES

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of October 4, 2012, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent (in such capacity, together with its successors and assigns in such capacity, "Agent") pursuant to the Credit Agreement (as defined below) for the Lender Group and the Bank Product Providers (as each such term is defined in the Credit Agreement).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated of even date herewith (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), by and among International Wire Group, Inc., a Delaware corporation ("Parent"), Omega Wire, Inc., a Delaware corporation ("Omega"), and IWG High Performance Conductors, Inc., a New York corporation ("High Performance"); and together with Parent and Omega and any other Person that at any time becomes a Borrower, each individually a "Borrower" and collectively, "Borrowers"). Agent and the lenders from time to time party thereto (the "Lenders"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Borrowers have additionally executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Security Agreement"), pursuant to which each Borrower, as a Grantor thereunder and as defined therein (hereinafter referred to individually as a "Grantor" and collectively as "Grantors") has granted, assigned, and pledged to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, a Security Interest in all of its Collateral, including, without limitation, all of its Trademarks described on Schedule 6 to the Security Agreement and on Schedule I to this Trademark Security Agreement; and

WHEREAS, pursuant to Section 6(g)(i) of the Security Agreement, Agent has requested that Grantors execute and deliver this Trademark Security Agreement to Agent, for the benefit of Lender Group and the Bank Product Providers, in order to further evidence Agent's Lien on each Grantor's United States Trademarks at the PTO.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. In order to ratify, confirm and further evidence at the PTO the Security Interest each Grantor granted to Agent in such Grantor's United States Trademarks pursuant to the Security Agreement, as security for the Secured Obligations, such Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers a continuing Security Interest

in all of such Grantor's right, title and interest in and to such Grantor's United States Trademarks described on Schedule I to this Trademark Security Agreement, together with all Intellectual Property Licenses to which it is a party with respect to such United States Trademarks, including those Intellectual Property Licenses referred to on Schedule I attached hereto (if applicable), and all products and proceeds (as that term is defined in the Code) of the foregoing (collectively, the "Trademark Collateral").

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement, and the Security Interest granted in the Trademark Collateral pursuant to the Security Agreement that is ratified, confirmed and evidenced hereby, secures the payment and performance of the Secured Obligations, on and subject to the terms and conditions set forth in the Security Agreement.

4. **RIGHTS AND REMEDIES.** Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **OBLIGATION TO SUPPLEMENT.** In accordance with Grantors' obligations under Section 6(g)(v) of the Security Agreement, Grantors shall promptly amend Schedule I to include any Grantor's United States Trademarks that are registered or the subject of pending United States applications for registrations (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) subsequent to the date hereof, and all new Intellectual Property Licenses that are material to the conduct of such Grantor's business and are not listed on Schedule I, in order to confirm and further evidence Agent's Security Interest therein at the PTO. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED**

AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.


10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

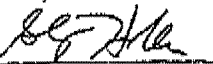
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

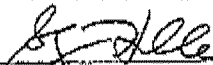
INTERNATIONAL WIRE GROUP, INC.

By:   
Name: Glenn J. Holler  
Title: Senior Vice President, Chief Financial  
Officer and Secretary

OMEGA WIRE, INC.

By:   
Name: Glenn J. Holler  
Title: Senior Vice President, Chief Financial  
Officer and Secretary

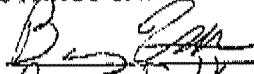
IWG HIGH PERFORMANCE CONDUCTORS, INC.

By:   
Name: Glenn J. Holler  
Title: Senior Vice President, Chief Financial  
Officer and Secretary



ACCEPTED AND ACKNOWLEDGED BY  
AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, as Agent

By:   
Name: Barry Feller  
Title: Vice-President

*[Signature Page to Trademark Security Agreement]*

DL1-6417634