

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CASAR DRAHTSEILWERK SAAR GMBH		07/26/2012	LIMITED LIABILITY COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, AS COLLATERAL AGENT		
Street Address:	FIFTH THIRD CENTER		
Internal Address:	38 FOUNTAIN SQUARE PLAZA		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	U.S. REGIONAL BANKING CORPORATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1210250	CASAR	
Registration Number:	1237048	STARLIFT	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049646-0059		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/KJA/		

TRADEMARK

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Date:

12/28/2012

Total Attachments: 11

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated July 26, 2012, is made by the Person listed on the signature page hereof (the "Grantor") in favor of Fifth Third Bank ("FTB"), as collateral agent (in such capacity, and together with its successors and assigns, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, WireCo WorldGroup Inc., a Delaware corporation (the "U.S. Borrower"), and WRCA (Luxembourg) Holdings S.À R.L, a société à responsabilité limitée organized under the laws of Luxembourg (the "Lux Borrower" and together with the U.S. Borrower, the "Borrowers"), have entered into a Credit Agreement dated as of July 12, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with WireCo WorldGroup (Cayman) Inc., as the Parent, FTB, as administrative agent and collateral agent and the other parties thereto from time to time. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

WHEREAS, the Grantor has executed and delivered a Security Assignment of Intellectual Property Rights, dated on or about July 26, 2012, made between CASAR Drahtseilwerk Saar GmbH and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "German Security Agreement").

WHEREAS, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor under the terms of the German Security Agreement and desires to execute and deliver this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. As collateral security for the payment or performance, as and when due, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the United States patents and patent applications set forth in Schedule A hereto;

(ii) the United States trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) the United States copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, reexaminations and renewals of any of the foregoing;

(v) all rights to sue for damages and injunctive relief for past, present or future infringement, dilution, misappropriation, violation, misuse or breach with respect to of any of the foregoing; and

(vi) any and all Proceeds with respect to or arising from any and all of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in two or more 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 but one contract. Delivery of an executed signature page to this IP Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the German Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the German Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the German Security Agreement, the terms of the German Security Agreement shall control unless otherwise explicitly provided herein.

SECTION 5. Limitations for German Grantors.

(a) The right to enforce any Collateral given by a Grantor incorporated in Germany as a limited liability company (GmbH) (a "German GmbH Grantor"), or as a limited partnership (Kommanditgesellschaft) with a limited liability company as sole general partner (GmbH & Co. KG) (the "German GmbH & Co. KG Grantor"), together with any German GmbH Grantor hereinafter referred to as a "German Grantor") shall to the extent that the Collateral secures liabilities of an affiliated company (verbundenes Unternehmen) within the meaning of Section 15 et seq. of the German Stock Corporation Act (AktG Aktiengesetz) of that German Grantor (other than the German Grantor's (direct or indirect) Subsidiaries) (the "Guaranteed Loan Party") at all times be limited to an amount equal to that German Grantor's, or, in the case of a German GmbH & Co. KG Grantor, its general partner's, assets (to be calculated in accordance with Section 266 sub-section (2) A, B, C, D and E of the German Commercial Code (HGB Handelsgesetzbuch)) less the sum of (i) the German Grantor's liabilities (to be calculated in accordance with Section 266 sub-section (3) B, C, D and E of the German Commercial Code), (disregarding, for the avoidance of doubt, (x) any provision in respect of any Guarantee or

collateral created to secure the Obligations, (y) any liabilities of the German Grantor in respect of intercompany indebtedness to the Borrowers or Affiliates of the Borrowers to the extent that such indebtedness would be discharged in an amount equal to the amount paid by such Grantor under the Guarantee Agreement and (z) any liabilities of the German Grantor under any Guarantee of senior unsecured indebtedness or Indebtedness subordinated in right of payment to the Obligations which Guarantee contains a limitation as to maximum amount similar to that set forth in this paragraph, pursuant to which the liability of such Grantor under the Guarantee Agreement is included in the liabilities taken into account in determining such maximum amount), (ii) the amounts of profits (*Gewinne*) not available for distribution to its shareholders and (iii) the stated share capital (*Stammkapital*) of the German Grantor or, in the case of a German Grantor in the legal form of GmbH & Co. KG, its general partner (the "Net Assets"), provided that the enforcement of the Collateral would cause a violation of Sections 30, 31 of the German Limited Liability Companies Act (*GmbHG Gesetz betreffend die Gesellschaften mit beschränkter Haftung*).

(b) For the purposes of the calculation of the Net Assets the following balance sheet items shall be adjusted as follows:

(i) the amount of any increase of the stated share capital (*Stammkapital*) of the German Grantor, or, in case of a German GmbH & Co. KG Grantor, its general partner, after the date hereof (excluding any such increase of stated share capital permitted pursuant to any other agreement to which the Collateral Agent and the relevant German Grantor are a party) (A) that has been effected without the prior written consent of the Agent, (B) that has been effected out of retained earnings (*Kapitalerhöhung aus Gesellschaftsmitteln*) or (C) to the extent that it is not fully paid up, shall be deducted from the stated share capital;

(ii) loans and contractual liabilities incurred in violation of the provisions of the Loan Documents shall be disregarded; and

(iii) loans provided to the German Grantor by any other Grantor, the Parent and/or a Subsidiary shall be disregarded if such loans are considered subordinated pursuant to Section 39 para. 1 No. 5 of the German Insolvency Code (*InsO Insolvenzordnung*).

(c) In addition, each German Grantor, and, in case of a German GmbH & Co. KG Grantor, its general partner, shall, for the purposes of determining the Net Assets, realize, to the extent legally permitted and commercially justifiable with respect to the cost and efforts involved, in a situation where such German Grantor, and, in the case of a German GmbH & Co. KG Grantor, its general partner, does not have sufficient Net Assets to maintain its stated share capital, any and all of its assets that are shown in the balance sheet of the German Grantor, or, in case of a German GmbH & Co. KG Grantor, its general partner, with a book value (*Buchwert*) that is significantly lower than the market value of the assets if the asset is not necessary for such German Grantor's, and, in the case of a German GmbH & Co. KG Grantor, its general partner's, business, (*betriebsnotwendig*) (the "Realizable Assets").

(d) The Collateral Agent shall not enforce any Collateral against the relevant German Grantor before the Net Assets (as determined in accordance with clauses (a), (b) and (c) of this Section 5), i.e., the amounts which may be claimed against a relevant German Grantor, or, in the case of a German GmbH & Co. KG Grantor, its general partner, have been determined in accordance with the following further procedure:

(i) following a notification by the Collateral Agent to the relevant German Grantor of its intention to enforce the Collateral such German Grantor shall notify the Collateral Agent in writing within ten (10) Business Days of such notification of the Net Assets (the “Management Determination”). If the Collateral Agent disagrees with this Management Determination such German Grantor, acting reasonably, shall engage at its expense a firm of auditors of international standard and repute which shall proceed to audit the relevant German Grantor with a view to investigating such German Grantor’s Net Assets (the “Auditors’ Determination”) until the end of the calendar month in which the firm of auditors has been engaged and the German Grantor shall give notice of such engagement to the Collateral Agent. Each relevant German Grantor shall render any and all reasonable assistance requested by the auditors for the purposes of facilitating the Auditors’ Determination and shall allow full access to and inspection of its books and any other necessary documents.

(ii) The Auditors’ Determination of the Net Assets shall take into account, in addition to the terms set forth in clauses (a), (b) and (c) of this Section 5, the generally accepted accounting principles applicable in Germany and be based on the same principles that were applied when establishing the previous year’s balance sheet.

(iii) The amount specified in the relevant Auditors’ Determination pertaining to the relevant German Grantor, or, in the case of a German GmbH & Co. KG Grantor, its general partner, shall be up to date and in any event such Auditors’ Determination shall have been prepared as of a date falling within the period commencing fifteen (15) Business Days prior to the date of the commencement of any enforcement action.

(iv) The Collateral Agent may proceed to enforce the Collateral granted by the relevant German Grantor, if and to the extent that (i) the German Grantor has not provided the Management Determination within the ten (10) Business Days period or (ii) an Auditors’ Determination cannot be obtained within thirty (30) Business Days following notice by the Collateral Agent to the relevant German Grantor that it disagrees with its Management Determination. The maximum amount that may be claimed against such relevant German Grantor in those circumstances will be the amount determined by the Collateral Agent in good faith acting reasonably by reference to the most recent financial statements delivered in respect of the relevant German Grantor under this Agreement and, based on such determination by the Collateral Agent, the payment of which would not result in such German Grantor, or, in the case of a German GmbH & Co. KG Grantor, its general partner, having insufficient assets

to maintain its stated share capital. For the purpose of calculating such amount, the adjustments referred to in clause (b) of this Section 5 will be made to the most recent financial statements delivered as aforesaid.

(e) If the amount payable under this Agreement was determined in accordance with Section 5(d)(iv), because an Auditors' Determination could not be obtained as outlined in Section 5(d)(iv)(ii), and, in such case, an Auditors' Determination delivered by the relevant German Grantor to the Collateral Agent within three months after the respective auditor should have been engaged in accordance with Section 5(d)(i) confirms that the amount available under this Agreement at the time of enforcement was less than the amount recovered by the Collateral Agent, the Agent agrees to release to the relevant German Grantor an amount of the proceeds equal to the amount by which the recoveries relating to the Collateral exceeded the amount determined to be available.

(f) The limitations set out in clause (a) of this Section 5 shall not apply:

(i) to any amounts due and payable under any Loan Document which relate to funds which have been on-lent to the relevant German Grantor or to any of its (direct or indirect) subsidiaries and are still outstanding;

(ii) if the German Grantor is subject to a domination and/or profit transfer agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) (a "DPTA") (as dominated entity) with the Guaranteed Loan Party, whether directly or indirectly through a chain of DPTAs between each company and its shareholder (or in case of a German GmbH & Co. KG Grantor between its general partner and its shareholder), if and to the extent that the existence of a DPTA leads to the inapplicability of Section 30 para. 1 sentence 1 of the German Limited Liability Companies Act; or

(iii) if and to the extent that the relevant German Grantor holds on the date of enforcement of this Agreement a fully recoverable indemnity or claim for refund ("*vollwertiger Gegenleistungs- oder Rückgewähranspruch*") against its shareholder.

(g) Regardless of the provisions set forth in this Section 5, the enforcement of the Collateral into Liquid Assets (as defined below) shall be, at the date hereof and at any time hereafter until the full and complete payment of any and all obligations secured by this Agreement, be limited to the extent that such enforcement would result (i) in a violation of the prohibition of an intervention threatening the corporate existence of the German Grantor (*existenzvernichtender Eingriff*) and (ii) such violation would result from a Liquidity Impairment:

(i) For the purposes of this Section 5(g), the fact that enforcement would result in a violation of the prohibition of an intervention threatening the corporate existence of the German Grantor (*existenzvernichtender Eingriff*) shall be proven by the German Grantor to the satisfaction of the Collateral Agent, acting reasonably and taking into account the then current jurisprudence of the

German Federal Court of Justice (*Bundesgerichtshof*).

(ii) For the purposes of this Section 5(g), “Liquidity Impairment” means that the German Grantor would, subject to paragraph (iii) below, if the Collateral were enforced, not be able to fulfill its financial obligations which the German Grantor owes to its creditors and which (i) are due at the time of a notification by the Agent to the relevant German Grantor of its intention to enforce the Collateral (the “Demand”), or (ii) will become due within a period of thirty (30) calendar days following such Demand (the “Relevant Period”).

(iii) For the purposes of determining whether a Liquidity Impairment occurs all liquid assets (i.e., cash, amounts standing to the credit of bank accounts and securities standing to the credit of securities accounts (“Liquid Assets”)) of the German Grantor (including Liquid Assets the German Grantor is due to receive within the Relevant Period) and Realizable Assets shall be taken into account.

(iv) These limitations shall only apply if and to the extent that within ten (10) Business Days following a Demand, the managing director(s) on behalf of such German Grantor has (have) confirmed in writing to the Collateral Agent to what extent the enforcement of this Agreement results in a Liquidity Impairment and such confirmation is supported by evidence reasonably satisfactory to the Collateral Agent (the “Management Liquidity Impairment Determination”). If the Collateral Agent disagrees with this Management Liquidity Impairment Determination such German Grantor, acting reasonably, shall engage at its own expense a firm of auditors of international standard and repute which shall proceed to audit the relevant German Grantor with a view to investigating the amount that would have been necessary on the date of the Demand to prevent the occurrence of a Liquidity Impairment (the “Auditor’s Liquidity Impairment Determination”). Each relevant German Grantor shall render any and all reasonable assistance requested by the auditors for the purposes of facilitating the Auditors’ Liquidity Impairment Determination and shall allow full access to and inspection of its books and any other necessary documents.

(v) The Collateral Agent may proceed to enforce the Collateral granted by the relevant German Grantor, if and to the extent that (a) the German Grantor has not provided the Management Liquidity Impairment Determination within the ten (10) Business Days period or (b) an Auditors’ Liquidity Impairment Determination cannot be obtained within thirty (30) Business Days following notice by the Collateral Agent to the relevant German Grantor that it disagrees with its Management Liquidity Impairment Determination. The maximum amount that may be claimed against such relevant German Grantor in those circumstances will be the amount determined by the Collateral Agent in good faith acting reasonably by reference to the most recent financial statements delivered in respect of the relevant German Grantor under this Agreement and, based on such determination by the Collateral Agent, the payment of which

would not result in a Liquidity Impairment of such German Grantor. For the purpose of calculating such amount, the adjustments referred to in subparagraphs (ii) and (iii) of this Section 5(g) will be made to the most recent financial statements delivered as aforesaid.

(vi) If the amount payable under this Agreement was determined in accordance with Section 5(g)(v), because an Auditors' Liquidity Impairment could not be obtained as outlined in Section 5(g)(v)(b), and, in such case, an Auditor's Liquidity Impairment Determination delivered by the relevant German Grantor to the Collateral Agent within three months after the respective auditor should have been engaged in accordance with Section 5(g)(iv) confirms that the amount available under this Agreement granted hereunder at the time of enforcement was less than the amount recovered by the Collateral Agent, the Agent agrees to release to the relevant German Grantor an amount of the proceeds equal to the amount by which the recoveries relating to the Collateral exceeded the amount determined to be available.

(h) No reduction of the amount enforceable under the Collateral in accordance with the above limitations will prejudice the rights of the Collateral Agent to continue enforcing the Collateral (subject always to the operation of the limitations set forth above at the time of such enforcement) until full satisfaction of the secured claims.

SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has duly executed this IP Security Agreement as of the day and year first above written.

CASAR DRAHTSEILWERK SAAR GMBH

By 

Name: Ira Glazer

Title: Managing Director

TRADEMARK

REEL: 004930 FRAME: 0950

Schedule A

Patents

PATENT	APP. NO.	FILING DATE	PATENT NO.	ISSUE DATE
METHOD FOR PRODUCING A WIRE CABLE	10/547,992	6/13/2006	20070036974	2/15/2007
METHOD AND DEVICE FOR INSEPCTING A TRAVELING WIRE CABLE	12/083 415	4/11/2008	20090232383	9/17/2009
CABLE, COMBINED CABLE MADE OF PLASTIC FIBERS AND STEEL WIRE STRANDS, AND COMBINED STRANDS MADE OF PLASTIC FIBERS AND STEEL WIRES (HYBRID ROPE)	12/451 576	11/18/2009		

Schedule B

Trademarks

TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE
CASAR		8/24/1981	1,210,250	9/28/1982
STARLIFT		11/4/1981	1,237,048	5/10/1993

Schedule C

Copyrights

None.