

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRI-ED DISTRIBUTION, INC.		07/01/2013	CORPORATION: CALIFORNIA
Communication Cables, LLC		07/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	135 Crossways Park, Suite 101
City:	New York
State/Country:	NEW YORK
Postal Code:	11797
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3937645	GREAT EXPECTATIONS TRI-ED CUSTOMER LOYAL
Registration Number:	3629983	PRODIGY
Registration Number:	2990820	ARM ELECTRONICS
Registration Number:	4288345	NORTHERN
Registration Number:	2917041	SGI
Registration Number:	2915831	SGI
Registration Number:	3984965	SGI
Registration Number:	4297408	RPT
Registration Number:	4241087	CIP
Registration Number:	3467294	CONNECTING AT HOME

CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-701-3345  
Email: david.adams@thomsonreuters.com  
Correspondent Name: James P. Murphy, Legal Assistant  
Address Line 1: 80 Pine Street  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy
Signature:	/David Adams TR/
Date:	07/03/2013

**Total Attachments: 8**

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ADDITIONAL NAMES OF CONVEYING PARTIES (In connection with Item 1 of Trademark  
Recordation Form Cover Sheet):

Communication Cables, LLC., a Delaware LLC, Citizenship US – DE

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 1, 2013, is among the undersigned (the "Grantors"), and Wilmington Trust, National Association (as successor in interest to Wilmington Trust FSB), as collateral agent on behalf of the Secured Parties (the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of July 1, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among TRI-NORTHERN ACQUISITION, INC. ("Lead Borrower"), TRI-NORTHERN HOLDINGS, INC. ("Holdings"), TRI-ED DISTRIBUTION INC. ("Tri-Ed Distribution"), COMMUNICATION CABLES, LLC ("Communication Cables"), NORTHERN VIDEO SYSTEMS, INC. ("Northern Video" and together with Lead Borrower, Holdings, Tri-Ed Distribution and Communication Cables, the "Borrowers" and each individually, a "Borrower"), the Subsidiaries of the Lead Borrower from time to time party thereto as guarantors (the "Guarantors") and the Agent, the Grantors granted to the Agent a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Loan Parties (as defined in the Credit Agreement) under the Security Agreement;

WHEREAS, the parties to the Security Agreement contemplate and intend that, the Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Security Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Security Agreement.

### ***Section 2. Grant of Security Interest in Trademarks***

The Grantors hereby grant to the Agent a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under the Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

### ***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment,

declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

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 agreement.

***Section 7. Intercreditor Agreement***

Notwithstanding anything herein to the contrary, the Agent, on behalf of the Secured Parties, and each Grantor acknowledges that the Lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

**GRANTORS:**

**TRI-ED DISTRIBUTION INC.**


By: Heather Aberle  
Name: Heather Aberle  
Title: CFO, Treasurer and Secretary

**Communication Cables, LLC**

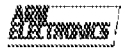
By: Heather Aberle  
Name: Heather Aberle  
Title: CFO, Treasurer and Secretary

**AGENT:**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION**

By:   
Name: Meghan H. McCauley  
Title: Banking Officer

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

Registered Owner	Country	Trademark	Status	Registration No.	Issue Date	Application No.	Application Date
TRI-ED DISTRIBUTION INC.	U.S. Federal	GREAT EXPECTATIONS TRI-ED CUSTOMER LOYALTY PROGRAM	Registered	3937645	03/29/2011	85094081	07/27/2010
Tri-Ed Distribution Inc.	U.S. Federal	PRODIGY	Registered	3629983	06/02/2009	77489037	06/02/2008
Tri-Ed Distribution Inc.	U.S. Federal	ARM ELECTRONICS 	Registered	2990820	09/6/2005	76163701	11/14/2000
Tri-Ed Distribution Inc.	U.S. Federal	NORTHERN	Registered	4288345	02/12/2013	85629498	05/18/2012
Tri-Ed Distribution Inc.	U.S. Federal	SGI	Registered	2917041	01/11/2005	76562070	11/26/2003
Tri-Ed Distribution Inc.	U.S. Federal	SGI	Registered	2915831	01/04/2005	76562071	11/26/2003
Tri-Ed Distribution Inc.	U.S. Federal	SGI	Registered	3984965	06/28/2011	85161439	10/26/2010
Communication Cables, LLC	U.S. Federal	RPT	Registered	4297408	03/05/2013	85551068	02/23/2012



Registered Owner	Country	Trademark	Status	Registration No.	Issue Date	Application No.	Application Date
Communication Cables, LLC	U.S. Federal	CIP	Registered	4241087	11/13/2012	85551059	02/23/2012
Communication Cables, LLC	U.S. Federal	CONNECTING AT HOME	Registered	3467294	07/15/2008	77337058	11/26/2007