

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
Windy City Wire Cable and Technology Products, LLC, a Delaware limited liability company		02/14/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	OneWest Bank, FSB, as administrative agent
Street Address:	888 East Walnut Street
Internal Address:	HQ-06-03
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	federal savings bank: CALIFORNIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	77642754	PERFECT PULL TEAR AWAY
Serial Number:	77314432	RACKPACK
Serial Number:	77408979	RACKSTAK
Serial Number:	77399576	RACKTRAK
Serial Number:	77425447	RACKTRAK
Serial Number:	75649630	SMART WIRE
Serial Number:	75494427	SMARTWIRE
Serial Number:	85398904	SMARTWIRE GLIDE TECHNOLOGY
Serial Number:	85398927	SMARTWIRE GLIDE TECHNOLOGY
Serial Number:	77642748	SMARTWIRE ITAG
Serial Number:	85024472	SMARTWIRE WATER WARRIOR
Serial Number:	77648418	WEIGHT PLATE

CH \$365.00 77642754

Serial Number:	77169427	WINDY CITY WIRE
Serial Number:	77169418	WINDY CITY WIRE

CORRESPONDENCE DATA

Fax Number: 3107884471
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (310) 788-4442
 Email: vickie.lee@kattenlaw.com
 Correspondent Name: Vickie Lee c/o Katten Muchin Rosenman
 Address Line 1: 2029 Century Park East
 Address Line 2: Suite 2600
 Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Vickie Lee
Signature:	/Vickie Lee/
Date:	02/14/2014

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of February 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this "*Agreement*"), is made by WINDY CITY WIRE CABLE AND TECHNOLOGY PRODUCTS, LLC, a Delaware limited liability company ("*Grantor*"), in favor of ONEWEST BANK, FSB, as administrative agent (in such capacity, the "*Agent*") for the lenders party to the Credit Agreement dated as of the date hereof among Grantor, the lenders from time to time party thereto (the "*Lenders*", and collectively with the Agent, the "*Creditor Parties*") (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*").

Reference is also made to that certain Security Agreement dated as of February 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by the Grantor in favor of the Agent for the benefit of the Credit Parties.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor, will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, its successors and assigns, for the benefit of the Credit Parties, a security interest in, all of Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "*Trademarks*"); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any Intent-to-Use 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 applications under applicable law; provided that, at such time any such Intent-to-Use Applications matures into an Actual Use Application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such Intent-to-Use Application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use Application.

SECTION 3. ***Security Agreement.*** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Creditor Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above

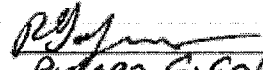
GRANTOR

WINDY CITY WIRE CABLE AND
TECHNOLOGY PRODUCTS, LLC, a
Delaware limited liability company

By:

Name:

Title:


Richard C. Galano
CEO

Trademark Security Agreement

TRADEMARK
REEL: 005216 FRAME: 0759

Schedule I

I. Trademarks and Trademark Applications

Mark	Ser. No.	Reg. No.
PERFECT PULL TEAR AWAY	77/642,754	3,660,544
RACKPACK	77/314,432	3,568,416
RACKSTAK	77/408,979	3,584,380
RACKTRAK	77/399,576	3,565,731
RACKTRAK	77/425,447	3,565,773
SMART WIRE & Design	75,649,630	2,460,811
SMARTWIRE	75/494,427	2,464,839
SMARTWIRE GLIDE TECHNOLOGY	85/398,904	4,266,586
SMARTWIRE GLIDE TECHNOLOGY & Design	85/398,927	4,266,587
SMARTWIRE ITAG	77/642,748	3,660,543
SMARTWIRE WATER WARRIOR	85/024,472	4,039,323
WEIGHT PLATE	77/648,418	3,660,590
WINDY CITY WIRE	77/169,427	3,456,566
WINDY CITY WIRE & Design	77/169,418	3,503,636

Trade name: WINDY CITY WIRE