

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOODS INDUSTRIES (CANADA) INC.		02/11/2014	CORPORATION: ONTARIO

RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328-5657
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	74670992	EASYSWITCH
Serial Number:	73634361	MOONRAYS
Serial Number:	77568392	MOONRAYS SINCE 1986

CORRESPONDENCE DATA	
Fax Number:	2136270705
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(213) 683-6303
Email:	scottherod@paulhastings.com
Correspondent Name:	Scott E. Herod
Address Line 1:	Paul Hastings LLP
Address Line 2:	515 S. Flower Street, 25th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	90440.00003
-------------------------	-------------

CH \$90.00 74670992

NAME OF SUBMITTER:	Scott E. Herod
Signature:	/Scott E. Herod/
Date:	02/20/2014
Total Attachments: 6 source=Executed -Trademark_Security_Agreement_-_Woods(108531338_1)#page1.tif source=Executed -Trademark_Security_Agreement_-_Woods(108531338_1)#page2.tif source=Executed -Trademark_Security_Agreement_-_Woods(108531338_1)#page3.tif source=Executed -Trademark_Security_Agreement_-_Woods(108531338_1)#page4.tif source=Executed -Trademark_Security_Agreement_-_Woods(108531338_1)#page5.tif source=Executed -Trademark_Security_Agreement_-_Woods(108531338_1)#page6.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “**Agreement**”), dated as of February 11, 2014, is made by **WOODS INDUSTRIES (CANADA) INC.**, an Ontario corporation (the “**Grantor**”), in favour of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as collateral agent (in such capacity, the “**Collateral Agent**”) for the several banks and other financial institutions (the “**Lenders**”) from time to time parties to the Credit Agreement, dated as of February 11, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “**Credit Agreement**”), among Southwire Canada Company, a Nova Scotia unlimited company (“**Southwire Canada**”), DPR, LLC, a Delaware limited liability company (“**Holdings**”) and a wholly owned Subsidiary of Southwire Holding Company, a Delaware corporation, SOUTHWIRE OPERATIONS, LLC, a Delaware limited liability company (“**Southwire Operations**”) and a wholly owned Subsidiary of Holdings, SOUTHWIRE COMPANY, LLC, a Delaware limited liability company (formerly known as Southwire Company) (the “**Company**” or the “**Borrower Representative**”) and a wholly owned Subsidiary of Southwire Operations, and CUBS ACQUISITION CORPORATION, a Delaware corporation (“**Merger Sub**”; and from and after consummation of the Acquisition, COLEMAN CABLE, INC., a Delaware corporation (“**New Cubs**”; and together with Southwire Operations, Company, and Southwire Canada, the “**Borrowers**”, and each a “**Borrower**”), the other Borrowers from time to time party thereto, the lending institutions from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and the Issuing Banks have agreed to issue Letters of Credit to the Canadian Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of February 11, 2014 in favour of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “**Security Agreement**”);


WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans, to induce Issuing Banks to issue Letters of Credit and to induce one or more Lenders or Affiliates of Lenders to enter into Canadian Secured Cash Management Agreements or Canadian Secured Hedge Agreements with Canadian Credit Parties, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "**Collateral**"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations.
3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the CIPO. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) 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 govern.
5. Termination. This Agreement shall terminate and the security interest in the Collateral shall be released in accordance with Section 6.5 of the Security Agreement.
6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
7. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

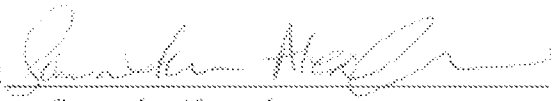
WOODS INDUSTRIES (CANADA) INC.,
an Ontario corporation,
as a Grantor

By: 
Name: J. Guyton Cochran, Jr.
Title: Treasurer

[Signature Page to Trademark Security Agreement – Canada]

TRADEMARK
REEL: 005220 FRAME: 0308

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association, as Collateral Agent

By: 

Name: Samantha Alexander

Title: Director

SCHEDULE A

Trademark Registrations and Applications

For Trademarks:

Mark	Country	Serial No. Reg. No.	Owner
	Canada	1039117 TMA554870	WOODS (CA)
	Canada	391222 TMA218032	WOODS (CA)
	Canada	1373573	WOODS (CA)
BETTER IDEAS THAT MAKE A LASTING DIFFERENCE	Canada	TMA514806	WOODS (CA)
CLAMP LAMP	Canada	493617 TMA284748	WOODS (CA)
CORD CADDY	Canada	483593 304553	WOODS (CA)
DELTATRON	Canada	819940 TMA514570	WOODS (CA)
GATOR HIDE	Canada	828590 TMA520041	WOODS (CA)
HOME POWER	Canada	816110 TMA514366	WOODS (CA)
HOUSEFINDER	Canada	693576 TMA408878	WOODS (CA)
MOONRAYS	Canada	564022 TMA329754	WOODS (CA)
MOONRAYS SINCE 1986	Canada	1407881 TMA751,522	WOODS (CA)
POLAR CORD	Canada	586455 TMA347582	WOODS (CA)
POWER CENTRE	Canada	455013 TMA254242	WOODS (CA)
POWER LINE	Canada	815158 TMA514201	WOODS (CA)
POWER PLUS	Canada	816111 TMA514381	WOODS (CA)
POWER POST	Canada	687806 TMA422530	WOODS (CA)
PRO POWER	Canada	790441 TMA506991	WOODS (CA)
SEEING EYE	Canada	807490 TMA510521	WOODS (CA)
STARTGUARD	Canada	391221 TMA216470	WOODS (CA)
THERMONITOR	Canada	1168091	WOODS (CA)

Mark	Country	Serial No. Reg. No.	Owner
		TMA608325	
THIN PLUG	Canada	1302088 TMA712269	WOODS (CA)
THIRD HAND	Canada	566552 TMA329758	WOODS (CA)
TORCH	Canada	621150 TMA383422	WOODS (CA)
TURN-N-LOCK	Canada	800415 TMA470455	WOODS (CA)
TWILIGHTS	Canada	0614953 TMA364541	WOODS (CA)
WINTERFLEX	Canada	847186 TMA529899	WOODS (CA)

U.S. Trademarks

Mark	Country	Serial No. Reg. No.	Owner
EASYSWITCH	US	74/670992 2016484	WOODS (CA)
MOONRAYS	US	73/634361 1478541	WOODS (CA)
MOONRAYS SINCE 1986	US	77/568392 3622279	WOODS (CA)

6296785