

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wireco WorldGroup Inc.		11/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corp.: OHIO		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4282689	ARA-BOOM	
Registration Number:	4331434		
Registration Number:	4423937	POWERPULL	
Registration Number:	4323342	QUICKEYE	
Registration Number:	4323341	QUICKSPLICE	
Registration Number:	4282685	TUFTOW	
Registration Number:	4331433	WIRECO WORLDGROUP	
Serial Number:	85974149	DOUBLEFIT	
Registration Number:	4465605	PFV	
Registration Number:	4466507	POWERMAX	
Serial Number:	86355079	ECOSEAL	
Registration Number:	4480371	UNION	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
TRADEMARK			

CH \$315.00 4282689

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	391709
NAME OF SUBMITTER:	j
SIGNATURE:	/jep/
DATE SIGNED:	11/25/2014
Total Attachments: 6 source=11-25-14 Wireco WorldGroup-TM#page1.tif source=11-25-14 Wireco WorldGroup-TM#page2.tif source=11-25-14 Wireco WorldGroup-TM#page3.tif source=11-25-14 Wireco WorldGroup-TM#page4.tif source=11-25-14 Wireco WorldGroup-TM#page5.tif source=11-25-14 Wireco WorldGroup-TM#page6.tif	

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated as of November 18, 2014 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, together with its successors and assigns, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

A. WIRECO WORLDGROUP US HOLDINGS INC., a Delaware corporation formerly known as WRCA US Holdings Inc. ("U.S. Holdings"), WireCo WorldGroup Inc., a Delaware corporation ("U.S. Borrower"), and WRCA (Luxembourg) Holdings S.AR.L. ("Lux Borrower" and together with 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., ("Parent"), and FTB, as administrative agent and collateral agent. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement, or if not therein, in the U.S. Security Agreement referred to below.

B. Pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain U.S. Security Agreement dated as of July 12, 2012 made by the Grantor and the other Loan Parties party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement") and that certain U.S. Intellectual Property Security Agreement dated as of July 12, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

C. Under the terms of the U.S. Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

D. 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, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "Additional 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. Supplement to U.S. Security Agreement. Schedules II, III, IV and V to the U.S. Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment or performance, as and when due, as the case may be, of the Obligations.


SECTION 4. 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 to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the U.S. 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 Collateral Agent with respect to the Additional Collateral are more fully set forth in the U.S. 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 Supplement and the U.S. Security Agreement, the terms of the U.S. Security Agreement shall control.

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 Supplement as of the day and year first above written.

WIRECO WORLDGROUP INC.

By 

Brian G. Block
Senior Vice President and Chief Financial Officer

Address for Notices:
c/o WireCo WorldGroup, Inc.
12200 NW Ambassador Drive
Kansas City, MO 64163-1244
Attention: Chief Financial Officer
Telephone: (816) 270-4905
Telecopy: (816) 270-4707

[SIGNATURE PAGE TO U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT]

TRADEMARK
REEL: 005407 FRAME: 0729

SCHEDULE A

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

PATENT OR APPLICATION NUMBER	TITLE OF PATENT	DATE
8,484,941	Method of Accomplishment of a Hybrid Cord	7/14/2011
13/850,960	Cut-Resistant Jacket for Tension Member	3/26/13
14/211,237	Torque Balanced Hybrid Rope	3/14/14
14/261,089	High-Power Low-Resistance Electromechanical Cable	4/24/14
62/005,686	Jacketed Torque Balanced Electromechanical Cable	5/30/2014

SCHEDULE B

REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS

TRADEMARK NAME	REGISTRATION OR FILING NO.	DATE
ARA-BOOM	4,282,689	1/29/13
(Design Only)	4,331,434	5/7/13
POWERPULL	4,423,937	10/29/13
QUICKEYE	4,323,342	4/23/13
QUICKSPLICE	4,323,341	4/23/13
TUFTOW	4,282,685	1/29/13
WIRECCO WORLDGROUP	4,331,433	5/7/13
DOUBLEFIT	85/974,149	7/1/13
PFV	4,465,605	1/14/14
POWERMAX	4,466,507	1/14/14
ECOSEAL	86/355,079	8/1/14
UNION & Design	4,480,371	2/11/14

SCHEDULE C

COPYRIGHTS

None.