

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIGHLAND METALS INC.		09/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, as Administrative Agent		
Street Address:	551 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3349176	HIGHLAND METALS INCORPORATED	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.017		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	10/01/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 30, 2015, by and between HIGHLAND METALS INC., a Delaware corporation ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as Administrative Agent for certain secured parties ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 10, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including without limitation, as amended by the Consent, Joinder and Third Amendment to Credit Agreement, dated as of the date hereof, the "Credit Agreement"), by and among GHW Holdings Corporation, a Delaware corporation ("Closing Date Borrower"), G & H Wire Company, Inc., a Delaware corporation ("Operating Borrower"; together with Closing Date Borrower, the "Borrowers"), the other Loan Parties from time to time party thereto, Administrative Agent, and the Persons from time to time party thereto as lenders (collectively, the "Lenders"), the Lenders have agreed to make Loans to the Borrowers;

WHEREAS, pursuant to that certain Security Agreement dated as of December 10, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including without limitation, by the Joinder to Security Agreement, dated as of the date hereof executed by Grantor, the "Security Agreement"), by and among the Borrowers, the other grantors party thereto (including without limitation, Grantor) and Administrative Agent, as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor (subject to the limitation contained herein), whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.**

(a) Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently

existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the registered Trademarks and applications set forth on Schedule A hereto, and all proceeds and products thereof (collectively, the "Trademark Collateral").

(b) Notwithstanding the foregoing, the Trademark Collateral shall not include any 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, provided that upon submission and acceptance by the United States Patent & Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use Trademark application shall be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HIGHLAND METALS INC.,
a Delaware corporation

By: Robert A. Langley
Name: Robert A. Langley
Title: Vice President and Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005634 FRAME: 0724

ACCEPTED AND ACKNOWLEDGED BY:


GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name: Marc C. Robinson
Title: Managing Director

Schedule A

Trademarks

MARK	SERIAL NUMBER	FILE DATE	REGISTRATION NUMBER	REGIS. DATE
 HIGHLAND METALS INCORPORATED and Design	77/036562	11/3/2006	3349176	12/4/2007