

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM366619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Needham Electric Supply Corporation		12/18/2015	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	National Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77286768	NESCO	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127353000		
Email:	sara.mooney@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Megan Manfred		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2512		
NAME OF SUBMITTER:	Megan Manfred		
SIGNATURE:	/Megan Manfred/		
DATE SIGNED:	12/21/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 18, 2015 (this "**Agreement**"), among NEEDHAM ELECTRIC SUPPLY CORPORATION, a Massachusetts corporation, located at 5 Shawmut Road, Canton, MA 02021 (the "**Grantor**"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("**CS**"), a Swiss national bank located at 11 Madison Avenue, New York, NY 10010, as collateral agent (in such capacity, together with its successors and assigns, the "**Collateral Agent**").

Reference is made to (a) the US Collateral Agreement dated as of December 12, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among WESCO Distribution, Inc., a Delaware corporation (the "**US Borrower**"), WESCO International, Inc., a Delaware corporation ("**Holdings**"), the US Subsidiary Guarantors from time to time party thereto, and the Collateral Agent for the lenders party to the Term Loan Agreement referred to below and (b) the Term Loan Agreement dated as of December 12, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among the US Borrower, WDCC Enterprises Inc., an Alberta corporation (the "**Canadian Borrower**" and, together with the US Borrower, the "**Borrowers**"), Holdings, the lenders from time to time party thereto, the Administrative Agent and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Term Loan 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 (other than the Borrowers) is an affiliate of the Borrowers, will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Term Loan Agreement and is willing to execute and deliver the Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Collateral Agreement. The rules of construction specified in Article I of the Collateral Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. To secure the prompt and complete payment and performance of the Obligations, the Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of itself and the Secured Parties, a security interest in all of its right, title and interest in, to and under the following property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the "**Trademark Collateral**"):

(i)(a) all trademarks, service marks, certification marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, whether statutory or

common law and whether established or registered in the United States, Canada or any other country or any political subdivision thereof, (b) all registrations and recordings thereof, and applications filed in connection therewith, including in the United States Patent and Trademark Office (or any successor office thereof), the Canadian Intellectual Property Office (or any successor office thereof) or any similar offices in any State of the United States or any other country or any political subdivision thereof, including those listed on Schedule I, (c) all renewals thereof, (d) all goodwill associated therewith or symbolized thereby, (e) all other assets, rights, and interests that uniquely reflect or embody such goodwill, (f) all rights and privileges arising under applicable law with respect to the use of any of the foregoing, (g) all income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (h) all rights to sue for past, present or future infringements, dilutions or other violations thereof, and (i) all rights corresponding thereto throughout the world; and

(ii) to the extent not included in the foregoing, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of such Grantor's right, title or interest in any United States "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, but only if and solely to the extent that the granting of the Security Interest in such application would result in the invalidation of such application or any resulting registration.

Section 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as the case may be. The Grantor authorizes and requests that the Commissioner of Trademarks at the United States Patent and Trademark Office and the Registrar of Trademarks at the Canadian Intellectual Property Office, as applicable, record this Agreement.

Section 4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 5. Term. The term of this Agreement shall be coterminous with the term of the Collateral Agreement.

Section 6. Counterparts. 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 contract, and shall become effective as provided in Section 8.22 of the Collateral Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

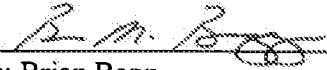
Section 7. Further Assurances. The Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

Section 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEEDHAM ELECTRIC SUPPLY
CORPORATION

By: 
Name: Brian Begg
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005693 FRAME: 0600

Acknowledged and Agreed by:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: 

Name: Mikhail Faybusovich

Title: Authorized Signatory

By: 

Name: Warren Van Heyst

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005693 FRAME: 0601

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS
[OWNER]**

Mark	Application Number	File Date	Registration Number	Registration Date
NESCO	77286768	09/24/07	3536094	11/25/08