

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Wire Group, Inc.		07/26/2016	Corporation: DELAWARE
Omega Wire, Inc.		07/26/2016	Corporation: DELAWARE
IWG High Performance Conductors, Inc.		07/26/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	333 S. Grand Avenue
Internal Address:	5th Floor, Suite A
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2531113	INTERNATIONAL WIRE
Registration Number:	2521529	INTERNATIONAL WIRE
Registration Number:	2487743	IW
Registration Number:	2031992	PREBOND
Registration Number:	2069514	CT-37
Registration Number:	0802972	TENSILE-FLEX
Registration Number:	1351448	CS 95
Registration Number:	1046252	MIRABRITE
Registration Number:	3813283	NEGEV WIRES
Registration Number:	3847233	NW

CORRESPONDENCE DATA

Fax Number: 2149695100

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.

Phone: 2149694804
Email: aaaugustine@jonesday.com
Correspondent Name: Jones Day
Address Line 1: 2727 North Harwood Street
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 953878-610004

NAME OF SUBMITTER: Beth Vogel

SIGNATURE: /Beth Vogel/

DATE SIGNED: 08/05/2016

Total Attachments: 6

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of July 26, 2016, by INTERNATIONAL WIRE GROUP, INC., a Delaware corporation (the “Company”), OMEGA WIRE, INC., a Delaware corporation (“Omega”), and IWG HIGH PERFORMANCE CONDUCTORS, INC., a New York corporation (“HPC” and together with the Company and Omega, the “Pledgors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”) (this “Trademark Security Agreement”).

W i t n e s s e t h:

WHEREAS, the Pledgors are party to a Collateral Agreement of even date herewith (the “Collateral Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgors hereby pledge and grant to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of their right, title and interest in, to and under all the following assets and properties of the Pledgors:

- (a) registered Trademarks and applications therefor of the Pledgors listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Collateral Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification Obligations as to which no claim has been asserted) and termination of the Collateral Agreement, or as otherwise provided in the Indenture, the Collateral Agent shall execute, acknowledge and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.


SECTION 6. Conflicts; Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 26, 2016, (as amended, modified, supplemented or replaced from time to time, the “Intercreditor Agreement”), between Wells Fargo Capital Finance, LLC, as Agent, and Wells Fargo Bank, National Association, as Original Notes Trustee. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]


IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Very truly yours,


International Wire Group, Inc.

By: 
Name: Donald F. DeKay
Title: Senior Vice President, Chief
Financial Officer and Secretary

Omega Wire, Inc.

By: 
Name: Donald F. DeKay
Title: Senior Vice President, Chief
Financial Officer and Secretary

IWG High Performance Conductors, Inc.

By: 
Name: Donald F. DeKay
Title: Senior Vice President, Chief
Financial Officer and Secretary

[Signature Page to the Trademark Security Agreement]

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: Maddy Hughes

Name:

Maddy Hughes

Title:

Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005848 FRAME: 0117

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
International Wire Group, Inc.	2,531,113 1/22/2002	INTERNATIONAL WIRE
International Wire Group, Inc.	2,521,529 12/25/2001	INTERNATIONAL WIRE
International Wire Group, Inc.	2,487,743 9/11/2001	IW (and design)
Omega Wire, Inc.	2,031,992 1/21/1997	PREBOND
	LAST RENEWED 8/3/2007	
IWG High Performance Conductors, Inc.	2,069,514 6/10/1997	CT-37
	RENEWED: 8/3/2007	
IWG High Performance Conductors, Inc.	802,972 2/1/1966	Tensile Flex
	LAST RENEWED 9/2/2006	
IWG High Performance Conductors, Inc.	1,351,448 7/30/1985	CS-95
	LAST RENEWED 6/5/2006	

OWNER	REGISTRATION NUMBER	TRADEMARK
IWG High Performance Conductors, Inc.	1,046,252 8/17/1976	Mirabrite
	LAST RENEWED 10/9/2007	
International Wire Group, Inc.	3,813,283 7/6/2010	NEGEV WIRES
International Wire Group, Inc.	3,847,233 9/14/2010	NW(DESIGN)