

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Windy City Cable and Technology Products, LLC		09/13/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS AGENT		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3660544	PERFECT PULL TEAR AWAY	
Registration Number:	3568416	RACKPACK	
Registration Number:	3584380	RACKSTAK	
Registration Number:	3565731	RACKTRAK	
Registration Number:	3565773	RACKTRAK	
Registration Number:	2460811	SMART WIRE	
Registration Number:	2464839	SMARTWIRE	
Registration Number:	4266586	SMARTWIRE GLIDE TECHNOLOGY	
Registration Number:	4266587	SMARTWIRE GLIDE TECHNOLOGY	
Registration Number:	3660543	SMARTWIRE ITAG	
Registration Number:	4039323	SMARTWIRE WATER WARRIOR	
Registration Number:	3660590	WEIGHT PLATE	
Registration Number:	3456566	WINDY CITY WIRE	
Registration Number:	3503636	WINDY CITY WIRE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$365.00 3660544

Email: michael.barys@thomsonreuters.com
Correspondent Name: Gregory T. Peeler
Address Line 1: 111 West Monroe Street,
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Gregory T. Peeler

SIGNATURE: /Michael Barys/

DATE SIGNED: 09/15/2016

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Windy City Wire Cable and Technology Products, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 13, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Agent

Street Address: 10 South Dearborn Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer, Senior Paralegal

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: _____

Docket Number: 4216792

Email Address: _____

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature , for Chapman and Cutler LLP

September 14, 2016

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 13th day of September, 2016, Windy City Wire Cable and Technology Products, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 386 International Drive, Suite H, Bolingbrook, Illinois 60440, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to JPMorgan Chase Bank, N.A. ("*JPM*"), with its mailing address at 10 South Dearborn Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (JPM acting as such administrative agent and any successor(s) or assign(s) to JPM acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Pledge and Security Agreement bearing even date herewith between Debtor, additional Grantors (as defined therein) and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Obligations. When a

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the internal laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WINDY CITY WIRE CABLE AND TECHNOLOGY
PRODUCTS, LLC

By David J. DeNove
Name David J. DeNove
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A.

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WINDY CITY WIRE CABLE AND TECHNOLOGY
PRODUCTS, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A.

By JM Fox
Name James Fox
Title Officer

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 005877 FRAME: 0409

**SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PERFECT PULL TEAR AWAY							
UNITED STATES	10207.0122	1/2/2009	77/642,754	7/28/2009	3,660,544	REGISTERED	09
RACKPACK							
UNITED STATES	10207.0110	10/26/2007	77/314,432	1/27/2009	3,568,416	REGISTERED	009
RACKSTAK							
UNITED STATES	10207.0114	2/28/2008	77/408,979	3/3/2009	3,584,380	REGISTERED	009,012
RACKTRAK							
UNITED STATES	10207.0111	2/18/2008	77/399,576	1/20/2009	3,565,731	REGISTERED	012
UNITED STATES	10207.0115	3/18/2008	77/425,447	1/20/2009	3,565,773	REGISTERED	009
SMART WIRE & Design							
UNITED STATES	10207.0101	3/1/1999	75/649,630	6/19/2001	2,460,811	REGISTERED	009
SMARTWIRE							
UNITED STATES	10207.0102	6/1/1998	75/494,427	7/3/2001	2,464,839	REGISTERED	009
SMARTWIRE GLIDE TECHNOLOGY							
UNITED STATES	10207.000160	8/16/2011	85/398,904	1/1/2013	4,266,586	REGISTERED	09
SMARTWIRE GLIDE TECHNOLOGY & Design							
UNITED STATES	10207.000161	8/16/2011	85/398,927	1/1/2013	4,266,587	REGISTERED	09
SMARTWIRE ITAG							
UNITED STATES	10207.0121	1/2/2009	77/642,748	7/28/2009	3,660,543	REGISTERED	09
SMARTWIRE WATER WARRIOR							
UNITED STATES	10207.0132	4/27/2010	85/024,472	10/11/2011	4,039,323	REGISTERED	09
WEIGHT PLATE							
UNITED STATES	10207.0123	1/13/2009	77/648,418	7/28/2009	3,660,590	REGISTERED	12
WINDY CITY WIRE							
UNITED STATES	10207.0104	4/30/2007	77/169,427	7/1/2008	3,456,566	REGISTERED	009
WINDY CITY WIRE & Design							
UNITED STATES	10207.0107	4/30/2007	77/169,418	9/23/2008	3,503,636	REGISTERED	09

PENDING FEDERAL TRADEMARK REGISTRATIONS

MARK

SERIAL NO.

FILED

NONE