

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WireCo WorldGroup Inc.		09/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, AS ADMINISTRATIVE AGENT		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	2061608	PHILLYSTRAN, INC.	
Registration Number:	1855517	POWER FLEX	
Registration Number:	0662100	POWERSTEEL	
Registration Number:	1213787		
Registration Number:	1178813		
Registration Number:	2597454	WIRECO	
Registration Number:	0580161		
Registration Number:	1566749	TORQUE-BALANCED	
Registration Number:	1854444		
Registration Number:	1657146	WRCA	
Registration Number:	3102947	TUF-MAX	
Registration Number:	0942542		
Serial Number:	86853449	TURBOLITE	
Registration Number:	4770308	ECOSEAL	
Registration Number:	4732179	DOUBLEFIT	
Registration Number:	4466507	POWERMAX	
Registration Number:	4480371	UNION	
Registration Number:	4465605	PFV	
Registration Number:	4331434		

CH \$915.00 2061608

Property Type	Number	Word Mark
Registration Number:	4331433	WIRECO WORLDGROUP
Registration Number:	4282685	TUFTOW
Registration Number:	4423937	POWERPULL
Registration Number:	4323341	QUICKSPLICE
Registration Number:	4323342	QUICKEYE
Registration Number:	4282689	ARA-BOOM
Registration Number:	0853481	SPACE-LAY
Registration Number:	0511202	
Registration Number:	0083754	MACWHYTE
Registration Number:	1608812	7-FLEX
Registration Number:	1268871	XXIP
Registration Number:	0996803	PHILLYSTRAN
Registration Number:	1470416	FLEX-X
Registration Number:	0786634	XIP
Registration Number:	1814697	TUF-KOTE
Registration Number:	4220172	STARLIFT XTRA
Registration Number:	0576187	

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049646-0310

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE: /zg/

DATE SIGNED: 10/03/2016

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this "Agreement"), dated as of September 30, 2016, is entered into by the undersigned (the "Grantor") in favor of Goldman Sachs Bank USA as Administrative Agent (together with its successors, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Second Lien Pledge and Security Agreement described below).

WHEREAS, the Grantor has executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of September 30, 2016, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Second Lien Pledge and Security Agreement"), pursuant to which the Grantor has granted to the Administrative 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 Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. **Defined Terms**. Capitalized terms not otherwise defined herein have the meanings set forth in the Second Lien Pledge and Security Agreement or the Credit Agreement.

SECTION 2. **Grant of Security Interest**. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all registered United States trademarks, trade names, trade dress, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, in each case registered or recorded with (or applications for registration or recordation) the United States Patent and Trademark Office, including, without limitation, any of the foregoing referred to on Schedule A and all rights corresponding thereto throughout the United States;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto;

provided, however, that (i) the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and (ii) the Trademark Collateral shall not include any Excluded Assets.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Second Lien Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security 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 Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. **Release**. The Liens granted by the Grantor hereunder shall terminate concomitantly with the Liens granted by the Grantor under the Second Lien Pledge and Security Agreement in accordance with its terms.

SECTION 5. **Recordation**. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. **Governing Law**. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

SECTION 7. **Counterparts**. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

WIRECO WORLDGROUP INC.

By: 

Name: Brian G. Block

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

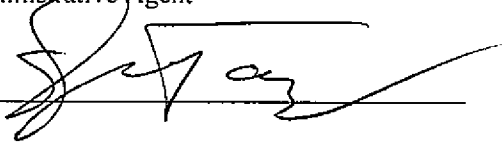
TRADEMARK
REEL: 005888 FRAME: 0840

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: _____

Name: _____

Title: _____

A handwritten signature in black ink, appearing to read 'Douglas Tansey', is written over a horizontal line. The signature is stylized and cursive.








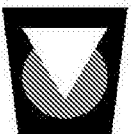
Douglas Tansey
Authorized Signatory



[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005888 FRAME: 0841

SCHEDULE A

TRADEMARKS

Trademark	App. No. App. Date	Reg. No. Reg. Date
PHILLYSTRAN, INC. 	75160797 30-AUG-1996	2061608 13-MAY-1997
POWER FLEX	74451122 26-OCT-1993	1855517 27-SEP-1994
POWERSTEEL	72033945 18-JUL-1957	0662100 27-MAY-1958
Design Only 	73287748 28-NOV-1980	1213787 26-OCT-1982
Design Only 	73287749 28-NOV-1980	1178813 24-NOV-1981
WIRECO	76200788 29-JAN-2001	2597454 23-JUL-2002
Design Only 	71592735 23-JAN-1950	0580161 22-SEP-1953
TORQUE-BALANCED	73794345 20-APR-1989	1566749 21-NOV-1989
Design Only 	73718663 25-MAR-1988	1854444 20-SEP-1994
WRCA	74102360 01-OCT-1990	1657146 17-SEP-1991
TUF-MAX	78317859 23-OCT-2003	3102947 13-JUN-2006
Design Only 	72308243 25-SEP-1968	0942542 12-SEP-1972
TURBOLITE	86853449 18-DEC-2015	
ECOSEAL	86355079 01-AUG-2014	4770308 07-JUL-2015
DOUBLEFIT	85974149 01-JUL-2013	4732179 05-MAY-2015
POWERMAX	85974150 01-JUL-2013	4466507 14-JAN-2014
 UNION	85944174 28-MAY-2013	4480371 11-FEB-2014
PFV	85944185 28-MAY-2013	4465605 14-JAN-2014
 Design Only	85713670 27-AUG-2012	4331434 07-MAY-2013
WIRECO WORLDGROUP	85713665 27-AUG-2012	4331433 07-MAY-2013

TUFTOW	85654518 18-JUN-2012	4282685 29-JAN-2013
POWERPULL	85654526 18-JUN-2012	4423937 29-OCT-2013
QUICKSPLICE	85654546 18-JUN-2012	4323341 23-APR-2013
QUICKEYE	85654548 18-JUN-2012	4323342 23-APR-2013
ARA-BOOM	85654554 18-JUN-2012	4282689 29-JAN-2013
SPACE-LAY	72280084 11-SEP-1967	0853481 30-JUL-1968
Design Only 	71533331 04-SEP-1947	0511202 21-JUN-1949
MACWHYTE	71056667 27-MAY-1911	0083754 10-OCT-1911
7-FLEX	73787426 20-MAR-1989	1608812 07-AUG-1990
XXIP	73361315 26-APR-1982	1268871 06-MAR-1984
PHILLYSTRAN	73010455 08-JAN-1974	0996803 29-OCT-1974
FLEX-X	73629233 07-NOV-1986	1470416 29-DEC-1987
XIP	72184190 07-JAN-1964	0786634 16-MAR-1965
TUF-KOTE	74318973 01-OCT-1992	1814697 04-JAN-1994
STARLIFT XTRA	85212628 07-JAN-2011	4220172 09-OCT-2012
Design Only 	71584315 01-SEP-1949	0576187 23-JUN-1953