

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414939

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sumner Manufacturing Company, LLC		02/02/2017	Limited Liability Company: DELAWARE
Southwire Company, LLC		02/02/2017	Limited Liability Company: DELAWARE
United Copper Industries, LLC		02/02/2017	Limited Liability Company: DELAWARE
Tappan Wire & Cable, LLC		02/02/2017	Limited Liability Company: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent
<b>Street Address:</b>	1100 Abernathy Road
<b>Internal Address:</b>	Suite 1600
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85856023	UNITED COPPER INDUSTRIES
Serial Number:	74507627	BIG V
Serial Number:	75116483	CRICKET
Serial Number:	78268088	FOLD-A-JACK
Serial Number:	74308924	MAX-JAX
Serial Number:	73749489	MUL-T-SQUARE
Serial Number:	73479128	"PRO-JACK"
Serial Number:	78268021	REEL MAC THE REAL JACK
Serial Number:	74582180	ULTRA CLAMP
Serial Number:	85532532	CIRCLE SNAP
Serial Number:	85554172	HOLD-E
Serial Number:	85791381	PURGE STAR
Serial Number:	77917154	QWIK PINS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	73423654	STAKFIX
Serial Number:	73423504	PIPEFIX
Serial Number:	87045441	SUMNER
Serial Number:	87101202	SUMNER

**CORRESPONDENCE DATA**

**Fax Number:** 2139963305

*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:** 2136836305

**Email:** williamwolff@paulhastings.com

**Correspondent Name:** William Wolff c/o Paul Hastings LLP

**Address Line 1:** 515 South Flower Street, 25th Floor

**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	90440.00003
<b>NAME OF SUBMITTER:</b>	William Wolff
<b>SIGNATURE:</b>	/William Wolff/
<b>DATE SIGNED:</b>	02/03/2017

**Total Attachments: 6**

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**AMENDMENT NUMBER ONE TO GRANT OF SECURITY INTEREST IN  
TRADEMARK RIGHTS**

This **AMENDMENT NUMBER ONE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**, dated as of February 2, 2017 (this "Amendment"), is delivered pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of February 11, 2014 (the "Trademark Security Agreement"), among Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as collateral agent for the several banks and other financial institutions from time to time parties to the Credit Agreement (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Collateral Agent are parties to that certain Grant of Security Interest in Trademark Rights, dated as of February 11, 2014 and recorded with the United States Patent and Trademark Office on February 20, 2014 at Reel 5220, Frame 0312; and

WHEREAS, Grantors and Collateral Agent wish to amend the Trademark Security Agreement by (i) joining Sumner Manufacturing Company, LLC, a Delaware limited liability company and United Copper Industries, LLC, a Delaware limited liability company (individually, "New Grantor" and collectively, "New Grantors") and (ii) amending Schedule A to the Trademark Security Agreement to add certain Trademarks to the Collateral, and Grantors and Collateral Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. (a) Each New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, such New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include each New Grantor.

(b) In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Collateral Agent, for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations, a continuing security interest in all of such New Grantor's right, title and interest in, to and under the Collateral.

2. Grantors and Collateral Agent hereby agree that Schedule A to the Trademark Security Agreement is hereby amended by adding the Collateral listed on Exhibit A attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Secured Obligations.

3. Grantors hereby: (a) reaffirm all prior grants of security interests in favor of Collateral Agent in all of Grantors' right, title, and interest in, to, and under the Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all

of Grantors' right, title, and interest in, to, and under the Additional Trademark Collateral identified on Exhibit A attached hereto; (c) represent and warrant that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agree that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

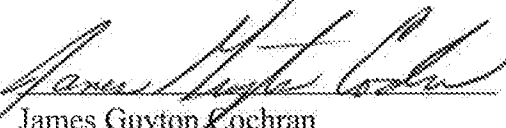
5. This Amendment is a Loan Document. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[SIGNATURE PAGES TO FOLLOW]


IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

**NEW GRANTORS:**

**UNITED COPPER INDUSTRIES, LLC**, a Delaware limited liability company

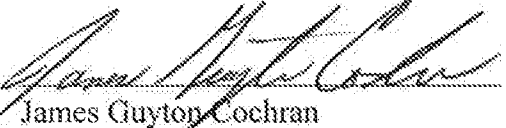
By:   
Name: James Guyton Cochran  
Title: Treasurer

**SUMNER MANUFACTURING COMPANY, LLC**, a Delaware limited liability company

By:   
Name: James Guyton Cochran  
Title: Treasurer

**GRANTORS:**

**SOUTHWIRE COMPANY, LLC, and TAPPAN WIRE & CABLE, LLC**, each as a Grantor

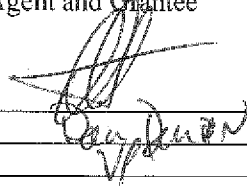
By:   
Name: James Guyton Cochran  
Title: Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (ABL)]

**COLLATERAL AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent and Grantee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A handwritten signature in black ink is written over the signature line. The signature is cursive and appears to read "C. J. [unclear]".

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO GRANT OF SECURITY INTEREST IN  
TRADEMARK RIGHTS (ABL)]

**EXHIBIT A**  
**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

1. United Copper Industries, LLC:

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
United Copper Industries, LLC	85856023 21-FEB-2013	4424675 29-OCT-2013	United Copper Industries, Inc.

2. Sumner Manufacturing Company, LLC

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Sumner Manufacturing Company, LLC	74507627 31-MAR-1994	1907101 25-JUL-1995	BIG V
Sumner Manufacturing Company, LLC	75116483 10-JUN-1996	2069549 10-JUN-1997	CRICKET
Sumner Manufacturing Company, LLC	78268088 27-JUN-2003	2845013 25-MAY-2004	FOLD-A-JACK
Sumner Manufacturing Company, LLC	74308924 31-AUG-1992	1801899 02-NOV-1993	MAX-JAX
Sumner Manufacturing Company, LLC	73749489 01-SEP-1988	1547097 11-JUL-1989	MUL-T-SQUARE
Sumner Manufacturing Company, LLC	73479128 07-MAY-1984	1334017 07-MAY-1985	PRO-JACK
Sumner Manufacturing Company, LLC	78268021 27-JUN-2003	2917246 11-JAN-2005	REEL MAC THE REAL JACK
Sumner Manufacturing Company, LLC	74582180 03-OCT-1994	1921482 26-SEP-1995	ULTRA CLAMP

Sumner Manufacturing Company, LLC	85532532 02-FEB-2012	4236609 06-NOV-2012	CIRCLE SNAP
Sumner Manufacturing Company, LLC	85554172 27-FEB-2012	4347691 04-JUN-2013	HOLD-E
Sumner Manufacturing Company, LLC	85791381 30-NOV-2012	4573125 22-JUL-2014	PURGE STAR
Sumner Manufacturing Company, LLC	77917154 21-JAN-2010	3885215 07-DEC-2010	QWIK PINS
Sumner Manufacturing Company, LLC	73423654 28-APR-1983	1299550 09-OCT-1984	STAKFIX
Sumner Manufacturing Company, LLC	73423504 28-APR-1983	1299549 09-OCT-1984	PIPEFIX
Sumner Manufacturing Company, LLC	87045441 20-MAY-2016	Pending	SUMNER
Sumner Manufacturing Company, LLC	87101202 12-JUL-2016	Pending	SUMNER