

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474561

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment Number Two to Grant of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Southwire Company, LLC		05/17/2018	Limited Liability Company: DELAWARE
TAPPAN WIRE & CABLE, LLC		05/17/2018	Limited Liability Company: NEW YORK
Coleman Cable, LLC		05/17/2018	Limited Liability Company: DELAWARE
Technology Research, LLC		05/17/2018	Limited Liability Company: FLORIDA
Watteredge, LLC		05/17/2018	Limited Liability Company: DELAWARE
United Copper Industries, LLC		05/17/2018	Limited Liability Company: DELAWARE
Sumner Manufacturing Company, LLC		05/17/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 N. Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4632498	TELCOSAFE	
<b>Registration Number:</b>	5412979	MC-PCS DUO	
<b>Registration Number:</b>	5412978	AERIES	
<b>Registration Number:</b>	5402359	MAXTERM	
<b>Registration Number:</b>	5238216	QWIKJAX	
<b>Registration Number:</b>	5177868	BENDMAX	
<b>Registration Number:</b>	5062259	SOUTHWIRE	
<b>Registration Number:</b>	5045270	SOUTHWIRE	

CH \$265.00 4632498

Property Type	Number	Word Mark
Registration Number:	4636922	AMERICAN MUSTANG
Registration Number:	4632499	QWIKROPE

# **CORRESPONDENCE DATA**

## **Fax Number:**

*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:** 212-318-6532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** Alana Gramer  
**Address Line 1:** c/o Paul Hastings LLP  
**Address Line 2:** 200 Park Avenue, 28th Floor  
**Address Line 4:** New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	ALANA GRAMER
<b>SIGNATURE:</b>	/s/ AG
<b>DATE SIGNED:</b>	05/17/2018

## **Total Attachments: 6**

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

This **AMENDMENT NUMBER TWO TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**, dated as of May 17, 2018 (this "Amendment"), is delivered pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of February 11, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Grantors listed on the signature pages thereof and Grantors thereafter joined as parties thereto (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **BANK OF AMERICA, N.A.**, 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 the "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 12, 2014 at Reel 5215, Frame 0001; and

WHEREAS, Grantors and Collateral Agent wish to amend the Trademark Security Agreement by 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. 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.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of such Grantor's 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 such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Exhibit A attached hereto; (c) represents and warrants 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) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. 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.

4. 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.

**GRANTORS:**

SOUTHWIRE COMPANY, LLC  
TAPPAN WIRE & CABLE, LLC  
COLEMAN CABLE, LLC  
TECHNOLOGY RESEARCH, LLC  
WATTEREDGE, LLC  
UNITED COPPER INDUSTRIES, LLC  
SUMNER MANUFACTURING COMPANY, LLC

By:

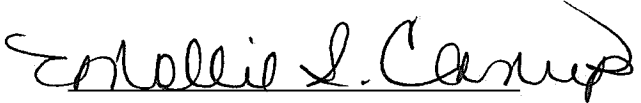
Name: J. Guyton Cochran, Jr.

Title: Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO GRANT OF SECURITY INTEREST IN  
TRADEMARK RIGHTS]

**COLLATERAL AGENT:**

**BANK OF AMERICA, N.A.**, as Collateral Agent and  
Grantee

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mollie S. Canup  
Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO GRANT OF SECURITY INTEREST IN  
TRADEMARK RIGHTS]

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

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

	Serial No.	Reg. No	Mark	Owner
1.	86277125	4632498	TELCOSAFE	Southwire Company, LLC
2.	87588828	5412979	MC-PSC DUO	Southwire Company, LLC
3.	87588769	5412978	AERIES	Southwire Company, LLC
4.	87039011	5402359	MAXTERM	Southwire Company, LLC
5.	87103176	5238216	QWIKJAX	Southwire Company, LLC
6.	86910157	5177868	BENDMAX	Southwire Company, LLC
7.	86773161	5062259	SOUTHWIRE	Southwire Company, LLC
8.	86905722	5045270	SOUTHWIRE	Southwire Company, LLC
9.	86244226	4636922	AMERICAN MUSTANG (Design plus Words)	Southwire Company, LLC
10.	86278285	4632499	QWIKROPE	Southwire Company, LLC
11.	85856023 21-FEB-2013	4424675 29-OCT-2013	United Copper Industries, Inc.	United Copper Industries, LLC
12.	74507627 31-MAR-1994	1907101 25-JUL-1995	BIG V	Sumner Manufacturing Company, LLC
13.	75116483 10-JUN-1996	2069549 10-JUN-1997	CRICKET	Sumner Manufacturing Company, LLC
14.	78268088 27-JUN-2003	2845013 25-MAY-2004	FOLD-A-JACK	Sumner Manufacturing Company, LLC
15.	74308924 31-AUG-1992	1801899 02-NOV-1993	MAX-JAX	Sumner Manufacturing Company, LLC
16.	73749489 01-SEP-1988	1547097 11-JUL-1989	MUL-T-SQUARE	Sumner Manufacturing Company, LLC
17.	73479128 07-MAY-1984	1334017 07-MAY-1985	PRO-JACK	Sumner Manufacturing Company, LLC
18.	78268021 27-JUN-2003	2917246 11-JAN-2005	REEL MAC THE REAL JACK	Sumner Manufacturing Company, LLC
19.	74582180 03-OCT-1994	1921482 26-SEP-1995	ULTRA CLAMP	Sumner Manufacturing Company, LLC

	Serial No.	Reg. No	Mark	Owner
20.	85532532 02-FEB-2012	4236609 06-NOV-2012	CIRCLE SNAP	Sumner Manufacturing Company, LLC
21.	85554172 27-FEB-2012	4347691 04-JUN-2013	HOLD-E	Sumner Manufacturing Company, LLC
22.	85791381 30-NOV-2012	4573125 22-JUL-2014	PURGE STAR	Sumner Manufacturing Company, LLC
23.	77917154 21-JAN-2010	3885215 07-DEC-2010	QWIK PINS	Sumner Manufacturing Company, LLC
24.	73423654 28-APR-1983	1299550 09-OCT-1984	STAKFIX	Sumner Manufacturing Company, LLC
25.	73423504 28-APR-1983	1299549 09-OCT-1984	PIPEFIX	Sumner Manufacturing Company, LLC
26.	87045441 20-MAY-2016	5216551	SUMNER	Sumner Manufacturing Company, LLC
27.	87101202 12-JUL-2016	5389200	SUMNER	Sumner Manufacturing Company, LLC