

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superior Essex Inc.		07/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1411176	ESSEX	
Registration Number:	0966421	ESSEX	
Registration Number:	0954253	ESSEX	
Registration Number:	0618128	ESSEX	
Registration Number:	0536430	ESSEX	
Registration Number:	1644159	ESSEX	
Registration Number:	0959657	ESSEX	
Registration Number:	1313285	ESSEX GROUP	
Registration Number:	1205233	QUALITY ESSEX MASTERS	
Registration Number:	2679353	SUPERIOR ESSEX	
Registration Number:	2756494		
Registration Number:	0612102	SX	
Registration Number:	1523072	SX	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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>			
Phone:	4044205527		
Email:	rjk@phrd.com		

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Correspondent Name: Rhonda J. Kenyeri, Paralegal
Address Line 1: 303 Peachtree Street, Suite 3600
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Jonathan Bush

SIGNATURE: /JEB/

DATE SIGNED: 07/30/2020

Total Attachments: 18

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made on July 1, 2020, by **SUPERIOR ESSEX INC.**, a Delaware corporation, with its chief executive office and principal place of business at 5770 Powers Ferry Road, Suite 300, Atlanta, Georgia 30339 (referred to herein as "Company"), in favor of **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent"), for each of the financial institutions (collectively, "Lenders") now or hereafter parties to the Loan Agreement (as defined below), and the other Secured Parties (as defined in the Loan Agreement).

Recitals:

Certain subsidiaries of the Company, including **ESSEX GROUP LLC**, a Michigan limited liability company formerly known as Essex Group, Inc. ("EGL"), **ESSEX GROUP MEXICO, INC.**, a Delaware corporation ("Essex Mexico"), and **ESSEX GROUP CANADA INC.**, a Nova Scotia company ("Canadian Borrower"), have entered into a certain Fourth Amended and Restated Loan Agreement dated September 22, 2016 with Agent, Lenders and the other parties named therein (as at any time amended, restated, refinanced, modified or supplemented, the "Loan Agreement"), pursuant to which the Agent and Lenders agreed to make loans to, and issue letters of credit and provide other financial accommodations to EGL and other subsidiaries of the Company party thereto as Borrowers. Such loans, letters of credit and other financial accommodations are unconditionally guaranteed by the Company and/or certain other subsidiaries of the Company as Guarantors, and are secured by all or substantially all of the assets of such Borrowers and such subsidiary Guarantors.

Pursuant to that certain Joinder Agreement and Supplement to Fourth Amended and Restated Loan Agreement and Other Loan Documents dated on or about the date hereof (as at any time amended, restated, modified or otherwise supplemented prior to the date hereof, the "Joinder Agreement"), certain additional subsidiaries of the Company, have been joined as Borrowers or Guarantors under the Loan Agreement and the other Loan Documents (as such terms are defined therein).

Pursuant to the transactions contemplated under the Joinder Agreement, EGL has transferred to the Company certain intellectual property rights (the "Intercompany IP Transfer"), and after giving effect to the Intercompany IP Transfer, the Company has entered into one or more non-exclusive royalty-free license agreements with respect to the Borrowers and other Guarantors to use the intellectual property rights transferred to the Company pursuant to the Intercompany IP Transfer (as may be amended or supplemented from time to time to join additional Borrowers or Guarantors as licensees thereunder, each an "Intercompany IP License Agreement" and, collectively, the "Intercompany IP License Agreements").

In consideration of the joinders and other matters provided for in the Joinder Agreement and the modifications thereunder for the benefit of the Company's subsidiaries under the Loan Agreement and the other Loan Documents, the Company has agreed to execute this Trademark Security Agreement and to grant a security interest in the Company's intellectual property rights in favor of Agent, for the benefit of itself and the Lenders, on the terms and conditions set forth herein.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of any and all indebtedness, obligations, liabilities, covenants and duties of the Borrowers and the Guarantors to Agent and Lenders of every kind and description, whether or not evidenced by any note, invoice, billing, guaranty or other instrument, and whether or not for the payment of money, direct or indirect, absolute or contingent, liquidated or unliquidated, joint or several, due or to become due, now existing or hereafter arising under the Loan Agreement or any other Loan Documents, including, without limitation, all U.S. Obligations and Canadian Obligations, and all obligations of the Company now or hereafter existing under this Agreement, and all expenses and attorneys' fees chargeable to the Company, whether or not provided in the Loan Agreement, this Agreement or any other Loan Documents (all such indebtedness, obligations, liabilities, covenants and duties being collectively referred to as "**Obligations**"), the Company hereby acknowledges and agrees that the intellectual property transferred to the Company pursuant to the Intercompany IP Transfer was transferred subject to Agent's existing security interest in and Lien upon such intellectual property rights, which security interest and Lien shall continue in full force and effect, and, in furtherance thereof, the Company grants to Agent, for its benefit and the Pro Rata benefit of Lenders, a continuing security interest in and Lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "**Trademark Collateral**"):

(a) all trademarks, trademark registrations, tradenames and trademark applications listed on **Exhibit A** attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world, but excluding any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in **clauses (i)-(iv)**, are hereinafter collectively referred to as the "**Trademarks**");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Agent and Lenders that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable except to the extent that such invalidity or unenforceability could not reasonably be expected to have a Material Adverse Effect;

(b) Upon filing of **Exhibit B** to this Agreement in the United States Patent and Trademark Office and **Exhibit C** to this Agreement in the Canadian Intellectual Property Office, and an appropriate filing of a UCC-1 financing statement in the applicable jurisdiction, this Agreement will create a legal and valid perfected lien upon and security interest in the registered Trademark Collateral (other than foreign trademarks), enforceable against the Company and all third parties in accordance with their terms; except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights;

(c) The Company has all requisite power and authority to enter into this Agreement and perform its terms;

(d) To the Company's knowledge, each of the Trademarks is valid and enforceable except to the extent that such invalidity or unenforceability could not reasonably be expected to have a Material Adverse Effect; and

(e) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances (except for Permitted Liens), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons in each case other than as set forth in the Loan Agreement, and the License Agreement does not and shall not restrict the right of any Obligor or Agent to dispose of any Inventory.

4. The Company covenants and agrees with Agent and Lenders that:

(a) The Company will maintain the quality of the products associated with the Trademarks, in a manner consistent with past practices;

(b) The Company will use for the duration of this Agreement, proper statutory notice as required under Applicable Law in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office, as applicable, for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor, unless the Company shall reasonably determine that any such Trademark is no longer material to the conduct of its business; and

(c) This Agreement shall constitute a Lien Waiver under the Loan Agreement.

5. Unless otherwise permitted by the Loan Agreement or as part of any Intercompany IP License Agreement, until Full Payment of the Obligations and the termination of the Loan Agreement, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement. The Company hereby agrees not to (i) terminate any Intercompany IP License Agreement with or without cause without the prior written consent of Agent; or (ii) pledge, encumber, mortgage or grant liens or security interests in, upon or to, any Intercompany IP License Agreement or any of the Trademark Collateral subject hereto, or any rights under, in or to any Intercompany IP License Agreement. Any pledge, encumbrance, mortgage or grant of liens or security interests in any Intercompany IP License Agreement or Trademark Collateral and any termination or attempted termination of any Intercompany License Agreement for any reason in contravention of this Agreement shall be null and void and shall constitute an Event of Default under the Loan Agreement unless Agent, in its sole and absolute discretion, has consented to the same in writing.

6. If, before the Full Payment of the Obligations, the Company shall obtain rights to any new registered trademarks, or become entitled to the benefit of any trademark application or registered trademark or any renewal of any Trademark, the provisions of **paragraph 2** hereof shall automatically apply thereto, and the Company shall give to Agent notice thereof in writing on an annual basis or upon reasonable request of Agent, together with an amended **Exhibit A** hereto which includes such future Trademark or trademark applications, and Agent is authorized to file a schedule of such new Trademarks together with the cover page to **Exhibit B** with the United States Patent and Trademark Office.

7. Upon the occurrence and during the continuation of any Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC and the PPSA. Without

limiting the generality of the foregoing, Agent may immediately, upon the occurrence and during the continuation of any Event of Default, for its benefit and the Pro Rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days prior written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Agent or any Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each other guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor. In addition to the foregoing, Agent is hereby granted an irrevocable, non-exclusive license or other right to use, license or sub-license (exercisable only during the existence of an Event of Default and without payment of royalty or other compensation to any Person) any or all Trademark Collateral of the Company and all of the Company's computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, and packaging materials, and any Property of a similar nature, in advertising for sale, marketing, selling and collecting and in completing the manufacturing of any Collateral. The Company's rights and interests in all Trademark Collateral shall inure to Agent's benefit.

8. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations and the termination of the Loan Agreement.

9. After Full Payment of the Obligations and termination of the Loan Agreement, this Agreement shall terminate and Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the other Loan Documents.

10. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable and documented attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office, Canadian Intellectual Property Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company

and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

11. In the event that any material Trademark of the Company is infringed upon, or misappropriated by a third party in a manner actionable under the Applicable Laws, the Company shall notify Agent promptly after the Company learns thereof. The Company shall, unless it shall reasonably determine that such Trademark is not material to the conduct of its business or operations or that it does not have a reasonable chance of success on the merits, promptly take all appropriate actions, including, without limitation, if warranted, bringing suit to stop such infringement or misappropriation and to recover any and all damages for such infringement or misappropriation. Upon the occurrence and during the continuance of an Event of Default, the Company shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations and the termination of the Loan Agreement, to make federal application on registrable but unregistered Trademarks (subject to the Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks, unless the Company shall reasonably determine that such Trademark or trademark application is not material to the conduct of its business or operations. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless the Company shall reasonably determine that such trademark application or trademark is not material to the conduct of its business or operations.

12. Notwithstanding anything to the contrary contained in **paragraph 11** hereof, Agent shall have the right, but shall in no way be obligated, at any time during the continuance of on Event of Default to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events, the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this **paragraph 12**; provided, that, the Company shall not be obligated to indemnify Agent for its gross negligence or willful misconduct.

13. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at Company's expense, and Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

14. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in **paragraph 6** hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

19. Each Company hereby waives notice of Agent's acceptance hereof.

20. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia; provided, however, that if the laws of any jurisdiction other than Georgia shall govern in regard to the validity, perfection or effect of perfection of any lien or in regard to procedural matters affecting enforcement of any Liens in Collateral, such laws of such other jurisdictions shall continue to apply to that extent.

21. **To the fullest extent permitted by Applicable Law, the Company and Agent waive the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank;
signatures appear on the following pages.]

WITNESS the execution hereof under seal as of the day and year first above written.

SUPERIOR ESSEX INC.
("Company")

By: 

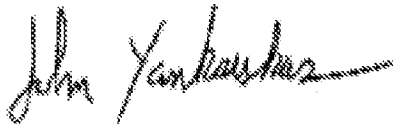
Name: **David M. Gray**
Title: Chief Financial Officer and Treasurer

[Signatures continue on the following page.]

Accepted in Atlanta, GA.

BANK OF AMERICA, N.A., as Agent
("Agent")

By:

A handwritten signature in black ink, appearing to read "John Yankauskas", written over a horizontal line.

John Yankauskas, Sr. Vice President

EXHIBIT A

Trademarks

MARK	COUNTRY	OWNERSHIP	FILING DATE	REG DATE	REG/SERIAL No.	STATUS
Essex	Australia	Superior Essex Inc.	09.01.2006	09.01.2006	1133312	Registered
Essex	Brazil	Superior Essex Inc.	08.03.1978	04.25.1979	6923038	Registered
Essex	Canada	Superior Essex Inc.	08.30.1971	08.31.1973	TMA193620	Registered
Essex	China	Superior Essex Inc.	11.20.1989	11.20.1989	504592	Registered
Essex	Dominican Republic	Superior Essex Inc.	02.28.2008	06.16.2008	167554	Registered
Essex	European Community	Superior Essex Inc.	09.25.1998	03.15.2000	960252	Registered
Essex	France	Superior Essex Inc.	11.15.1985	11.15.1985	1331108	Registered
Essex	France	Superior Essex Inc.	01.08.1999	01.08.1999	99768002	Registered
Essex	Guatemala	Superior Essex Inc.	02.21.2008	06.23.2009	164029	Registered
Essex	Haiti	Superior Essex Inc.	02.22.2008	07.02.2008	49161	Registered
Essex	Honduras	Superior Essex Inc.	09.10.2008	11.25.2009	110802	Registered
Essex	Hong Kong	Superior Essex Inc.	09.26.1998	05.12.2001	200113643	Registered
Essex	India	Superior Essex Inc.	01.27.1995	09.27.1995	681748	Registered
Essex	India	Superior Essex Inc.	4.1998	09.28.1998	821167	Registered
Essex	Indonesia	Superior Essex Inc.	09.08.2006	05.19.2008	IDM000161661	Registered

MARK	COUNTRY	OWNERSHIP	FILING DATE	REG DATE	REG/SERIAL No.	STATUS
Essex	Israel	Superior Essex Inc.	10.03.2006	11.05.2008	194221	Registered
Essex	Mexico	Superior Essex Inc.	03.22.1995	06.29.1995	496194	Registered
Essex	Mexico	Superior Essex Inc.	03.22.1995	06.29.1995	496193	Registered
Essex	Morocco	Superior Essex Inc.	09.11.2006	09.11.2006	106079	Registered
Essex	Russian Federation	Superior Essex Inc.	09.01.2006	10.28.2008	363373	Registered
Essex	Singapore	Superior Essex Inc.	09.30.1998	09.30.1998	T9809857B	Registered
Essex	South Africa	Superior Essex Inc.	09.01.2006	09.01.2006	200620871	Registered
Essex	South Korea	Superior Essex Inc.	10.07.1998	01.06.2000	462396	Registered
Essex	Spain	Superior Essex Inc.	12.06.1985	04.03.1989	1127541	Registered
Essex	Taiwan	Superior Essex Inc.	10.01.1998	03.16.2000	885153	Registered
Essex	Tunisia	Superior Essex Inc.	09.04.2006	01.26.2008	EE2348	Registered
Essex	Turkey	Superior Essex Inc.	09.07.2006	09.07.2006	200643073	Registered
Essex	Ukraine	Superior Essex Inc.	09.05.2006	04.10.2008	89856	Registered
Essex	US	Superior Essex Inc.	03.27.1986	09.30.1986	1411176	Registered
Essex	US	Superior Essex Inc.	01.24.1972	8.21.1973	966421	Registered

MARK	COUNTRY	OWNERSHIP	FILING DATE	REG DATE	REG/SERIAL No.	STATUS
Essex	US	Superior Essex Inc.	01.24.1972	03.06.1973	954253	Registered
Essex	US	Superior Essex Inc.	03.23.1955	12.27.1955	618128	Registered
Essex	US	Superior Essex Inc.	06.07.1948	01.16.1951	536430	Registered
Essex	US	Superior Essex Inc.	07.06.1990	05.14.1991	1644159	Registered
Essex	Venezuela	Superior Essex Inc.	07.13.2001	07.23.2010	P304605	Registered
Essex	Croatia	Superior Essex Inc.	08.31.2006	02.26.2008	Z20061589	Registered
Essex	Japan	Superior Essex Inc.	11.27.1998	02.27.2002	4557443	Registered
Essex	Malaysia	Superior Essex Inc.	1.26.2018		2018052040	Pending
Essex	Puerto Rico	Superior Essex Inc.	6.21.2018		226498-09-1	Pending
Essex	US	Superior Essex Inc.	01.24.1972	5.29.1973	959657	Registered
Essex (Chinese)	China	Superior Essex Inc.	11.30.2010	09.06.2011	504591	Registered
Essex Group	China	Superior Essex Inc.	12.05.2006	02.28.2010	5767168	Registered
Essex Group	US	Superior Essex Inc.	01.23.1984	01.08.1985	1313285	Registered
Essex Quality Masters &	US	Superior Essex Inc.	02.12.1981	08.17.1982	1205233	Registered
Essex Ultrashield	UK	Superior Essex Inc.	09.25.1998	12.10.1999	2178164B	Registered

MARK	COUNTRY	OWNERSHIP	FILING DATE	REG DATE	REG/SERIAL No.	STATUS
Superior Essex	Brazil	Superior Essex Inc.	09.12.2001	04.17.2007	824033256	Registered
Superior Essex	Canada	Superior Essex Inc.	06.06.2006	08.06.2013	TMA1304208	Registered
Superior Essex	Chile	Superior Essex Inc.	06.15.2012	05.06.2012	629207	registered
Superior Essex	Jordan	Superior Essex Inc.	01.17.2011	01.17.2011	116193	Registered
Superior Essex	US	Superior Essex Inc.	06.01.1999	01.28.2003	2679353	Registered
Superior Essex	Venezuela	Superior Essex Inc.	08.14.2001	11.11.2002	P241859	Registered
Superior Logo	Brazil	Superior Essex Inc.	09.12.2001	08.14.2007	824033248	Registered
Superior Logo	Chile	Superior Essex Inc.	06.15.2012	05.06.2012	982928	Registered
Superior Logo	US	Superior Essex Inc.	06.01.1999	08.26.2003	2756494	Registered
Superior Logo	Venezuela	Superior Essex Inc.	07.13.2001	11.10.2004	P257046	Registered
SX	Canada	Superior Essex Inc.	08.30.1933	08.30.1933	UCA2026	Registered
SX	European Community	Superior Essex Inc.	09.25.1998	03.15.2000	960294	Registered
SX	India	Superior Essex Inc.	9.28.1998	12.29.2005	821166	Registered
SX	Mexico	Superior Essex Inc.	03.22.1995	06.29.1995	496195	Registered
SX	Taiwan	Superior Essex Inc.	10.01.1998	04.16.2000	885154	Registered

MARK	COUNTRY	OWNERSHIP	FILING DATE	REG DATE	REG/SERIAL No.	STATUS
SX	US	Superior Essex Inc.	04.08.1954	09.13.1955	612102	Registered
SX	US	Superior Essex Inc.	06.10.1988	02.07.1989	1523072	Registered
SX	Mexico	Superior Essex Inc.	03.22.1995	06.29.1995	496192	Registered
SX & Design	China	Superior Essex Inc.	01.04.1999	06.07.2000	1405343	Registered
SX & Design	Hong Kong	Superior Essex Inc.	09.03.1998	04.25.2002	B4522/2002	Registered
SX & Design	Japan	Superior Essex Inc.	11.27.1998	03.01.2002	4547684	Registered
SX & Design	Singapore	Superior Essex Inc.	09.30.1998	01.10.2008	T9809858J	Registered
SX Essex & Design	UK	Superior Essex Inc.	11.24.1998	01.04.2002	2182860	Registered
SX in English and Katakana	Japan	Superior Essex Inc.	11.27.1998	04.05.2002	4547683	Registered
SX Ultrashield	Thailand	Superior Essex Inc.	12.09.2010	12.09.2010	790222	Registered
SX(Chinese Transliteration)	China	Superior Essex Inc.	01.04.1999	06.07.2000	1405344	Registered
Superior Essex	European Community	Superior Essex Inc.	1.12.1999	03.23.2001	1405646	Registered
Superior Logo	European Community	Superior Essex Inc.	01.12.1999	05.03.2001	1405943	Registered

Trademark Applications

a. Superior Essex Inc.

COUNTRY	CLASS(ES)	TRADEMARK	APP. NO.	APP. DATE

EXHIBIT B

**NOTICE OF
GRANT OF SECURITY INTEREST
IN TRADEMARKS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to that certain Trademark Security Agreement, dated _____, 2020 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement"), by **SUPERIOR ESSEX INC.**, a Delaware corporation, with its chief executive office and principal place of business at 5770 Powers Ferry Road, Suite 300, Atlanta, Georgia 30339 ("Company"), in favor of **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent"), for each of the financial institutions (collectively, "Lenders") now or hereafter parties to the Loan Agreement, and the other Secured Parties (as defined in the Loan Agreement), the Company has granted a continuing security interest in and continuing lien upon, the trademark registrations and trademark applications shown on Schedule 1 attached hereto to the Agent, for the benefit of itself and the Lenders.

Company and Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademark registrations and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark registration or trademark application.

Very truly yours,

SUPERIOR ESSEX INC.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

Schedule 1

Trademarks

a. Superior Essex Inc.

COUNTRY	CLASS(ES)	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE

Trademark Applications

a. Superior Essex Inc.

COUNTRY	CLASS(ES)	TRADEMARK	APP. NO.	APP. DATE

EXHIBIT C

**NOTICE OF
GRANT OF SECURITY INTEREST
IN TRADEMARKS**

Canadian Intellectual Property Office

Ladies and Gentlemen:

Please be advised that pursuant to that certain Trademark Security Agreement, dated _____, 2020 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement"), by **SUPERIOR ESSEX INC.**, a Delaware corporation, with its chief executive office and principal place of business at 5770 Powers Ferry Road, Suite 300, Atlanta, Georgia 30339 (referred to herein as "Company"), in favor of **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent"), for each of the financial institutions (collectively, "Lenders") now or hereafter parties to the Loan Agreement (as defined below), and the other Secured Parties (as defined in the Loan Agreement), the Company has granted a continuing security interest in and continuing lien upon, the trademark registrations and trademark applications shown on Schedule 1 attached hereto to the Agent, for the benefit of itself and the Lenders.

Company and Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademark registrations and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark registration or trademark application.

Very truly yours,

SUPERIOR ESSEX INC.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

Schedule 1

Trademarks

a. Superior Essex Inc.

COUNTRY	CLASS(ES)	TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE

Trademark Applications

a. Superior Essex Inc.

COUNTRY	CLASS(ES)	TRADEMARK	APP. NO.	APP. DATE