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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM651107

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Wire Group, Inc.		05/27/2021	Corporation: FLORIDA
Classic Wire and Cable, LLC		05/27/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Synovus Bank
Street Address:	1148 Broadway
City:	Columbus
State/Country:	GEORGIA
Postal Code:	31901
Entity Type:	domestic profit corporation: GEORGIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3768864	TOWERGUARD 2000
Registration Number:	3912263	TOWERGUARD CCA
Registration Number:	4322992	POWERGUARD
Registration Number:	4925171	AWG AMERICAN WIRE GROUP A POWERFUL
Registration Number:	5136645	CLASSIC WIRE AND CABLE
Serial Number:	90300640	BATTERYGUARD

CORRESPONDENCE DATA

Fax Number: 7044441111

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: 7044441124

Email: elaine.hunt@alston.com
Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
SIGNATURE:	/Elaine B. Hunt/

TRADEMARK REEL: 007312 FRAME: 0904

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TRADEMARK PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 27, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Synovus Bank ("Synovus"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of May 27, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, AWG, as the Borrower Representative, the other Credit Parties and the Lenders from time to time party thereto and Synovus, as Agent and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN WIRE GROUP, INC.

as Grantor

5y: _____

Title: 🗇 🚕

CLASSIC WIRE AND CABLE, LLC

as Grantor 🦯

By:

Name: Perst Mich. Defen.
Title: D

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED as of the date first above written:

SYNOVUS BANK,

as Agent

By: Name An + A Nedo

Title:

[Signature Page to Trademark Security Agreement]

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ACKNOWLEDGMENT OF GRANTOR

State of <u>FL</u>	
County of MICHILLD ACT	SS,
person who executed the foregoing by me duly sworn did depose and that the said instrument was signed	A.Y
	JENNIFER SIKHAROULIOZE Notary Public - State of Florida Commission # GG 908630 My Comm. Expires Aug 28, 2023

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SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

<u>Trademarks</u>

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Loan Party
TOWERGUARD 2000	United States	RN: 3,768,864 SN: 77/639,597	Dec. 24, 2008	Mar. 30, 2010	American Wire Group, Inc
TOWERGUARD CCA	United States	RN: 3,912,263 SN: 77/926,568	Feb. 3, 2010	Jan. 25, 2011	American Wire Group, Inc.
POWERGUARD	United States	RN: 4,322,992 SN: 85/544,171	Feb. 16, 2012	Apr. 23, 2013	American Wire Group, Inc.
AWG AMERICAN WIRE GROUP A POWERFUL and Design	United States	RN: 4,925,171 SN: 86/508,772	Jan. 20, 2015	Mar. 29, 2016	American Wire Group, Inc.
A POWERFUL SOLUTION					
BATTERYGUARD	United States	RN: n/a SN: 90/300,640	Nov. 5, 2020	n/a	American Wire Group, Inc.
CLASSIC WIRE AND CABLE	United States	RN: 5,136,645 SN: 87/069,653	Jun. 13, 2016	Feb. 7, 2017	Classic Wire and Cable, LLC