

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Omni Cable, LLC		06/15/2021	Limited Liability Company: DELAWARE
Houston Wire & Cable Company		06/15/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	Four Penn Center
Internal Address:	1600 JFK Blvd.
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5762871	OMNICABLE
Registration Number:	3567110	OMNI CABLE
Registration Number:	5774263	OMNICABLE EMPOWERING DISTRIBUTION
Registration Number:	5049357	MY EPOWER
Registration Number:	4157053	RIGHT PRODUCT RIGHT PLACE RIGHT TIME
Registration Number:	4138567	RIGHT PRODUCT RIGHT PLACE RIGHT TIME
Registration Number:	4186640	RIGHT PRODUCT RIGHT PLACE RIGHT TIME
Registration Number:	3187144	VERTEX DISTRIBUTION
Registration Number:	3072172	DATAGUARD
Registration Number:	2904867	HWC HOUSTON WIRE & CABLE COMPANY
Registration Number:	2906373	HOUSTON WIRE & CABLE COMPANY
Registration Number:	2906372	HOUSTON WIRE & CABLE COMPANY
Registration Number:	2904866	HWC HOUSTON WIRE & CABLE COMPANY
Registration Number:	2906370	HWC HOUSTON WIRE & CABLE COMPANY
Registration Number:	2906371	HOUSTON WIRE & CABLE COMPANY
Registration Number:	2904865	HOUSTON WIRE & CABLE COMPANY

CH \$490.00 5762871

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2924985	HWC HOUSTON WIRE & CABLE COMPANY
Registration Number:	2321131	HOUWIRE
Registration Number:	1760993	PMC

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: 4155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	06/15/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 15, 2021, by OMNI CABLE, LLC, a Delaware limited liability company ("Omni Cable"), HOUSTON WIRE & CABLE COMPANY, a Delaware corporation ("Houston Wire"), HWC WIRE & CABLE COMPANY, a Delaware corporation ("HWC"), PFI, LLC, a Rhode Island limited liability company ("PFI" and together with Omni Cable, Houston Wire and HWC, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as agent for the Lenders (as defined below) (in such capacity, the "Agent").

RECITALS

WHEREAS, the Lenders have severally agreed to extend credit to the Grantors pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among Omni Cable (together with each of the Subsidiaries identified as a "Borrower" on the signature pages of the Loan and Security Agreement or that becomes a Borrower after the Closing Date in accordance with the terms thereof, the "Borrowers"), the financial institutions from time to time party thereto as lenders (collectively, the "Lenders"), and the Agent, pursuant to which the Lenders have agreed to make loans to the Borrowers (unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement);

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Obligations of the Borrowers under the Loan and Security Agreement are secured by certain assets of the Grantors;

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Grantors are required to execute and deliver to the Agent, for the ratable benefit of the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, each Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all of its assets (other than Excluded Property), including all of its right, title and interest in, to and under all now owned and hereafter acquired trademarks and trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Loan and Security Agreement or any other Loan Document.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, each Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and

2. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan and Security Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

Each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

OMNI CABLE, LLC, a Delaware limited liability company

By: 
Name: Greg Lampert
Title: President and Chief Executive Officer

HOUSTON WIRE & CABLE COMPANY, a Delaware corporation

By: _____
Name: John M. Tracy
Title: Chief Executive Officer and Secretary

HWC WIRE & CABLE COMPANY, a Delaware corporation


By: 
Name: Greg Lampert
Title: President and Chief Executive Officer

Each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

OMNI CABLE, LLC, a Delaware limited liability company

By: _____
Name: Greg Lampert
Title: President and Chief Executive Officer

HOUSTON WIRE & CABLE COMPANY, a Delaware corporation

By:  _____
Name: John M. Tracy
Title: Chief Executive Officer and Secretary

HWC WIRE & CABLE COMPANY, a Delaware corporation

By: _____
Name: Greg Lampert
Title: President and Chief Executive Officer

Acknowledged:

BANK OF AMERICA, N.A., as Agent

By: Todd Wellentin





Name: Todd Wellentin

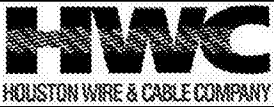
Title: Senior Vice President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
OMNI CABLE (Standard Character Mark)	Omni Cable, LLC	Registered	5762871	May 28, 2019
OMNI CABLE (Standard Character Mark)	Omni Cable, LLC	Registered	3567110	January 27, 2009
	Omni Cable, LLC	Registered	5774263	June 11, 2019
My ePower	Houston Wire & Cable Company	Registered	5049357	September 27, 2016
RIGHT PRODUCT RIGHT PLACE RIGHT TIME	Houston Wire & Cable Company	Registered	4157053	June 12, 2012
RIGHT PRODUCT RIGHT PLACE RIGHT TIME	Houston Wire & Cable Company	Registered	4138567	May 8, 2012
RIGHT PRODUCT RIGHT PLACE RIGHT TIME	Houston Wire & Cable Company	Registered	4186640	August 7, 2012
VERTEX DISTRIBUTION	Houston Wire & Cable Company	Registered	3187144	December 19, 2006
DATAGUARD	Houston Wire & Cable Company	Registered	3072172	March 21, 2006
	Houston Wire & Cable Company	Registered	2904867	November 23, 2004
HOUSTON WIRE & CABLE COMPANY	Houston Wire & Cable Company	Registered	2906373	November 30, 2004
HOUSTON WIRE & CABLE COMPANY	Houston Wire & Cable Company	Registered	2906372	November 30, 2004
	Houston Wire & Cable Company	Registered	2904866	November 23, 2004
	Houston Wire & Cable Company	Registered	2906370	November 30, 2004
HOUSTON WIRE & CABLE COMPANY	Houston Wire & Cable Company	Registered	2906371	November 30, 2004
HOUSTON WIRE &	Houston Wire &	Registered	2904865	November 23,

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
CABLE COMPANY	Cable Company			2004
	Houston Wire & Cable Company	Registered	2924985	February 8, 2005
HOUWIRE	Houston Wire & Cable Company	Registered	2321131	February 22, 2000
PMC	Houston Wire & Cable Company	Registered	1760993	March 30, 1993

2. **TRADEMARKS APPLICATIONS**

None.