

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684879

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENUINE CABLE GROUP, LLC		11/01/2021	Limited Liability Company: DELAWARE
C & E SALES, LLC		11/01/2021	Limited Liability Company: DELAWARE
ALLIED WIRE & CABLE, LLC		11/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ALTER DOMUS (US) LLC
Street Address:	225 West Washington St.
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2321208	X-FLEX
Registration Number:	2776100	X-FLEX 150
Registration Number:	2319007	COP-FLEX 2000
Registration Number:	2142089	COBRA WIRE & CABLE
Registration Number:	4837720	INFINITIFLEX
Serial Number:	90635341	C

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

TRADEMARK

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18876.515068

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 11/01/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of November 1, 2021 (this “**Trademark Security Agreement**”), by GENUINE CABLE GROUP, LLC, a Delaware limited liability company, C & E SALES, LLC, a Delaware limited liability company, and ALLIED WIRE & CABLE, LLC, a Delaware limited liability company (each, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of ALTER DOMUS (US) LLC, in its capacity as administrative agent and collateral agent pursuant to the First Lien Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the First Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

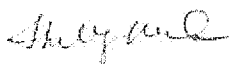
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the First Lien Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

GENUINE CABLE GROUP, LLC
C & E SALES, LLC, each as Grantor

By: 
Name: Shelby Marlow
Title: Treasurer

ALLIED WIRE & CABLE, LLC, as Grantor

By: _____
Name: Michael Milligan
Title: Treasurer

GENUINE CABLE GROUP, LLC
C & E SALES, LLC, each as Grantor

By: _____
Name: Shelby Marlow
Title: Treasurer

ALLIED WIRE & CABLE, LLC, as Grantor

By:  _____
Name: Michael Milligan
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ALTER DOMUS (US) LLC,
as Administrative Agent


By: 
Name: Emily Bergang Pappas
Title: Head of Legal, North America

[Signature Page to Trademark Security Agreement]

TRADEMARK
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**Schedule I
Trademark Registrations and Use Applications**

Registrations:

<u>Trademark</u>	<u>Owner</u>	<u>Application/ Registration Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>	<u>Owned or Licensed?</u>
X-FLEX	Genuine Cable Group, LLC	February 22, 2000	Live	2321208	Owned
X-FLEX 150	Genuine Cable Group, LLC	October 21, 2003	Live	2776100	Owned
COP FLEX 2000	Genuine Cable Group, LLC	February 15, 2000	Live	2319007	Owned
COBRA WIRE & CABLE	Genuine Cable Group, LLC	March 10, 1998	Live	2142089	Owned
INFINITIFLEX	Allied Wire & Cable, LLC	October 20, 2015	Live	4837720	Owned
C 	C&E Sales, LLC (formerly known as C & E Sales, Inc.)	April 9, 2021	Live	90635341	Owned

Applications:

<u>Trademark</u>	<u>Owner</u>	<u>Application Date</u>	<u>Status</u>	<u>Application No.</u>	<u>Owned or Licensed?</u>
GENUINE CABLE GROUP	Genuine Cable Group, LLC	November 24, 2020	Live	90339503	Owned

GCG	Genuine Cable Group, LLC	November 24, 2020	Live	90339514	Owned
GCG GENUINE CABLE GROUP 	Genuine Cable Group, LLC	November 24, 2020	Live	90339528	Owned