

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Wire Group, Inc.		12/23/2021	Corporation: DELAWARE
Omega Wire, Inc.		12/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	1600 Market Street		
Internal Address:	22nd Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2531113	INTERNATIONAL WIRE	
Registration Number:	2521529	INTERNATIONAL WIRE	
Registration Number:	2487743	IW	
Registration Number:	2031992	PREBOND	
CORRESPONDENCE DATA			
Fax Number:	3127828585		
<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:	312-782-3939		
Email:	lschubert@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Luke H. Schubert		
Address Line 1:	77 W. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	12/23/2021		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2021, is made between INTERNATIONAL WIRE GROUP, INC., a Delaware corporation and OMEGA WIRE, INC., a Delaware corporation (each a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among International Wire Group, Inc., a Delaware corporation ("IWG"), Omega Wire, Inc., a Delaware corporation ("Omega"), and IWG Nest LLC, a Delaware limited liability company ("Nest"; and together with IWG and Omega, the "Borrowers"), the various Guarantors as are or may become parties thereto, the various financial institutions as are or may become parties thereto (collectively, the "Lenders"), the Administrative Agent and the Joint Lead Arrangers, the Lenders have extended Commitments to make financial accommodations to the Borrowers;

WHEREAS, each Grantor is a party to that certain Security Agreement, dated as of December 23, 2021 (as further amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent for the Secured Parties;

WHEREAS, as a condition precedent to the making of the Loans and the issuance of any Letters of Credit under the Credit Agreement, each Grantor is required to execute and deliver this Agreement;

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of each Grantor to execute this Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the Loans made and Letters of Credit (including the initial borrowing) issued from time to time to the Borrowers by the Lenders and the Issuing Lender pursuant to the Credit Agreement.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuing Lender to make Loans and issue Letters of Credit (including the initial borrowing) to the Borrowers pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Interest Rate Hedges and Foreign Currency Hedges, each Grantor jointly and severally agrees, for the benefit of each Secured Party, as follows.

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each exclusive U.S. Trademark license referred to in Item B of Attachment 1 attached hereto, to the extent listing such license would not violate confidentiality provisions of the license;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or exclusive U.S. Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Collateral.

Section 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in

accordance with its terms. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. Release of Security Interest. Upon the occurrence of the Facility Termination Date, or such other time or times set forth in Section 2.3 of the Security Agreement in which the lien on and security interest in the Trademark Collateral is released, the Administrative Agent shall, at each Grantor's expense, execute and deliver to such Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

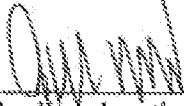
Section 6. Loan Document, Etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Section 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. This Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which are hereby consented to and shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The parties hereto consent to the use of electronic signatures and records with respect to this Agreement.

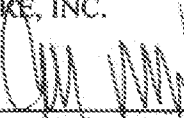
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[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of December 22, 2021.


INTERNATIONAL WIRE GROUP, INC.

By: 
Name: Douglas Woodworth
Title: Chief Financial Officer, Senior Vice
President, and Secretary

OMEGA WIRE, INC.

By: 
Name: Douglas Woodworth
Title: Chief Financial Officer, Senior Vice
President, and Secretary

IWG INTERMEDIATE HOLDINGS LLC

By: 
Name: Douglas Woodworth
Title: Chief Financial Officer, Senior Vice
President, and Secretary

Signature Page to Trademark Security Agreement

**ATTACHMENT 1
TO TRADEMARK SECURITY AGREEMENT**

ITEM A. TRADEMARKS

REGISTERED TRADEMARKS			
OWNER OF RECORD	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
International Wire Group, Inc.	INTERNATIONAL WIRE	2,531,113	1/22/2002 RENEWED: 10/12/2011
International Wire Group, Inc.	INTERNATIONAL WIRE	2,521,529	12/25/2001 RENEWED: 08/09/2011
International Wire Group, Inc.	IW (Design)	2,487,743	9/11/2001 RENEWED: 08/08/2011
Omega Wire, Inc.	PREBOND	2,031,992	1/21/1997 RENEWED: 5/11/2017

[Signature Page to Supplement to Security Agreement (IWG)]

NAI-1523786338v3

RECORDED: 12/23/2021

**TRADEMARK
REEL: 007540 FRAME: 0845**