

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IEWC CORP.		03/17/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN, FLOOR L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87659660	ASCENT	
Serial Number:	90539294	IEWC AIR	
Serial Number:	90590646	RG FLEX	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.314		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	07/01/2022		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement"), dated as of March 17, 2021, is by IEWC CORP., a Wisconsin corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 17, 2021, by and among Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and the Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain Pledge and Security Agreement dated as of March 17, 2021 (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Liens) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of such Grantor's right, title or interest therein or in any trademark issued as a result of such application under applicable federal law; provided, further, that, notwithstanding anything herein to the contrary, in no event shall any Trademark Collateral include any Excluded Property.

3. **PLEDGE AND SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the

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

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks constituting Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]

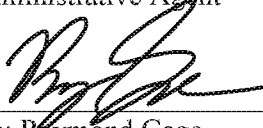
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IEWC CORP., a Wisconsin corporation

By: 
Name: Timothy J. Teske
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Raymond Gage
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


TRADEMARKS



United States

Registered Trademarks:

Name of Grantor	Trademark	Registration Date	Registration Number
IEWC Corp.	C.A.R.S.	September 17, 1996	2001034
IEWC Corp.	CONNECTION	May 23, 2006	3095679
IEWC Corp.	CUSTOMER AUTOMATED REPLENISHMENT SYSTEM	June 25, 1996	1983177
IEWC Corp.	HOT WIRE	July 7, 2009	3650367
IEWC Corp.	IEWC	July 25, 2006	3119947
IEWC Corp.	IEWC GLOBAL SOLUTIONS LOGO 	December 6, 2011	4066187
IEWC Corp.	INDUSTRIAL ELECTRIC WIRE & CABLE & DESIGN 	July 25, 2006	3119941
IEWC Corp.	RG WIRE & CABLE	July 24, 2018	5521958
IEWC Corp.	RG WIRE & CABLE 	November 21, 2017	5337889
IEWC Corp.	TWISTED WIRE LOGO 	July 22, 2014	4571184

Trademark Applications:

Name of Grantor	Trademark	Filing Date	Application Number
IEWC Corp.	ASCENT & DESIGN 	October 25, 2017	87659620
IEWC Corp.	ASCENT & DESIGN	October 25, 2017	87659606


Name of Grantor	Trademark	Filing Date	Application Number
			
IEWC Corp.	ASCENT & DESIGN 	October 25, 2017	87659642
IEWC Corp.	ASCENT	October 25, 2017	87659655
IEWC Corp.	ASCENT	October 25, 2017	87659649
IEWC Corp.	ASCENT	October 25, 2017	87659660

Canada

Name of Grantor	Trademark	Registration Date	Registration Number	Application No.
IEWC Corp.	IEWC	2006-04-07	TMA662338	1262749
IEWC Corp.	CUSTOMER DRIVEN . SOLUTION FOCUSED WE'VE GOT YOU COVERED!	2006-04-10	TMA662401	1262750
IEWC Corp.	INDUSTRIAL ELECTRIC WIRE & CABLE Design	2008-03-06	TMA709051	1262751
IEWC Corp.	C.A.R.S.	2007-11-21	TMA701333	1262752
IEWC Corp.	INDUSTRIAL ELECTRIC	2006-09-12	TMA672540	1262813
IEWC Corp.	247 & Design	2010-05-18	TMA767034	1423918
IEWC Corp.	HOT WIRE	2010-06-10	TMA769317	1426236
IEWC Corp.	FABTECH	2010-08-10	TMA774034	1426240
IEWC Corp.	IEWC GLOBAL SOLUTIONS & Design	2015-04-01	TMA900246	1527735

European Union

Registered Trademarks:

Name of Grantor	Trademark	Registration Number
IEWC Corp.	AUGSTEN	010958511
IEWC Corp.	HOT WIRE	1070145
IEWC Corp.	IEWC	007529291
IEWC Corp.	IEWC GLOBAL SOLUTIONS LOGO 	1079731
IEWC Corp.	PETER AUGSTEN	010958528

United Kingdom

Registered Trademarks:

Name of Grantor	Trademark	Registration Number
IEWC Corp.	IEWC	860023

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Schedule I to Trademark Security Agreement is hereby amended by adding the following Trademarks:

TRADEMARK APPLICATIONS

Name of Grantor	Trademark	Application Number	File Date
IEWC Corp.	IEWC AIR	90539294	02/22/21
IEWC Corp.	RG FLEX	90590646	03/19/21