## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Southern Wire Corporation		04/26/2007	CORPORATION: TENNESSEE

#### **RECEIVING PARTY DATA**

Name:	Southern Wire, LLC	
Street Address:	8045 Metro Road	
City:	Olive Branch	
State/Country:	MISSISSIPPI	
Postal Code:	38654	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	73812652	
Serial Number:	73812648	
Serial Number:	73812621	GREEN & WHITE
Serial Number:	73812653	GREEN AND WHITE STRAND

#### **CORRESPONDENCE DATA**

900106517

Fax Number: (202)861-1783

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

202-861-1500 Phone:

Email: trademarks@bakerlaw.com

Correspondent Name: Baker Hostetler

Address Line 1: 1050 Connecticut Ave. #1100

Washington D.C, DISTRICT OF COLUMBIA 20036 Address Line 4:

ATTORNEY DOCKET NUMBER:	15187.20001PROJECT APOLLO	
NAME OF SUBMITTER:	Kelu Lu, Esq.	

**TRADEMARK** 

**REEL: 003777 FRAME: 0269** 

gnature: /Kelu Lu/			
Date:	05/14/2008		
Total Attachments: 5 source=Southern Wire Corporation to South	ern Wire, LLC#page2.tif ern Wire, LLC#page3.tif ern Wire, LLC#page4.tif		

TRADEMARK
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**Execution Copy** 

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), dated as of April 2007, is made and entered into between SOUTHERN WIRE CORPORATION, a Tennessee corporation (the "<u>Assignor</u>"), and SOUTHERN WIRE, LLC, a Delaware limited liability company (the "<u>Assignee</u>") (each a "<u>Party</u>", and collectively, the "<u>Parties</u>"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Asset Purchase Agreement (defined below).

#### **RECITALS**

WHEREAS, the Assignor and the Assignee have entered into an Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase Agreement"); and

WHEREAS, as a condition to Closing, the Parties agreed to enter into this Assignment pursuant to which the Assignor will assign to the Assignee all of its right, title and interest in, to and under the Trademarks listed on <u>Schedule A</u> attached hereto (collectively, the "<u>Assigned Trademarks</u>").

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Assignment and Transfer</u>. The Assignor hereby assigns, conveys and transfers to the Assignee, its successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Assigned Trademarks, together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.
- 2. <u>Due Authorization</u>. As applicable, the Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration of the Assigned Trademarks to the Assignee.
- 3. <u>Further Assurances</u>. The Assignor covenants and agrees that it will, upon the reasonable request and at the reasonable expense of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Assigned Trademarks hereunder.
- 4. <u>Governing Law.</u> This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Tennessee, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such state.

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- Amendment; Waiver. None of the provisions of this Assignment may be 5. waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.
- 6. Conflict with Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.
- Counterparts. This Assignment may be executed in any number of 7. counterparts with the same effect as if the signatures thereto were upon one instrument.

[Signatures on the Following Page]

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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

SOUTHERN WIRE CORPORATION
By: Mon Aul)
Name:
Title:
SOUTHERN WIRE, LLC
By:
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

SOUTHERN WIRE	CORPOR	ATTON
		I $I$ $I$ $I$ $I$ $I$ $I$ $I$ $I$ $I$

В	sy:	 
	Name:	
	Title:	

SOUTHERN WIRE, LLC

By:

Name: John J. Sickler, Jr.

Title: Vice President

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# Schedule A

## **Assigned Trademarks**

Trademark	Application or Serial Number	Filing Date	Issue Date	Registration Number
Trademark: Colors Green and White	73/812,652	07/13/1989	06/18/1991	1,647,858
Trademark: Design only (Four Circles/Diam)	73/812,648	07/13/1989	10/02/1990	1,615,420
Trademark: Green & White	73/812,621	07/13/1989	11/06/1998	1,620,799
Trademark: Green and White Strand	73/812,653	07/13/1989	10/22/1991	1,661,429

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**RECORDED: 05/14/2008**