

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rea Magnet Wire Company, Inc.		05/10/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	10 South Dearborn
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60670
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2337849	REA
Registration Number:	2437440	REA
Registration Number:	2028694	MAGNEFLEX
Registration Number:	2437435	REA
Registration Number:	2342832	REA
Registration Number:	2468665	PULSE SHIELD

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-993-2622  
 Email: gayle.grocke@lw.com  
 Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP  
 Address Line 1: 233 S. Wacker Drive  
 Address Line 2: Suite 5800  
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	035909-0017
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	05/10/2011
Total Attachments: 5 source=Amended and Restated Trademark Security Agreement#page1.tif source=Amended and Restated Trademark Security Agreement#page2.tif source=Amended and Restated Trademark Security Agreement#page3.tif source=Amended and Restated Trademark Security Agreement#page4.tif source=Amended and Restated Trademark Security Agreement#page5.tif	

**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT  
dated as of May 10, 2011 (as it may be amended, amend and restated, supplemented or otherwise modified from time to time, this "Agreement"), by REA MAGNET WIRE COMPANY, INC., a Delaware corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. in its capacity as administrative agent (the "Agent") for the Secured Parties.

**WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan Guarantors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to continue to make the Loans and to continue to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to continue to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to Agent, for itself and the ratable benefit of the Secured Parties, this 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.

(a) "Licenses" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to (i) any and all licensing agreements or similar arrangements in and to its Trademarks, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

(b) "Trademarks" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to the following: (i) all U.S. 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; (ii) all renewals of the foregoing; (iii) 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; and (iv) 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.

(c) “Secured Parties” means the Agent, the Lenders, their respective Affiliates, and each of their permitted successors and assigns.

(d) All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing first priority 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 (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

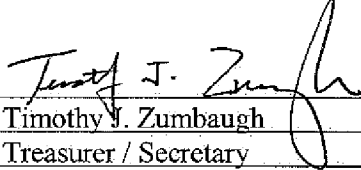
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

[signature pages follow]

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

**REA MAGNET WIRE COMPANY, INC.**

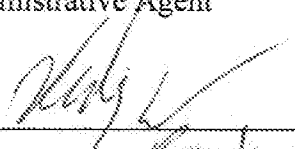
By   
Name: Larry R. Knepp  
Title: VP Finance / CFO

By   
Name: Timothy J. Zumbaugh  
Title: Treasurer / Secretary

[Signature Page to Amended and Restated Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

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

By:   
Name: Randy Abrams  
Title: Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

**SCHEDULE I**  
**TO**  
**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

1. Trademark No. 2,337,849 is registered to Rea Magnet Wire Company, Inc.
2. Trademark No. 2,437,440 is registered to Rea Magnet Wire Company, Inc.
3. Trademark No. 2,028,694 for Magneflex was originally registered to Southwire Company and was later transferred to Rea Magnet Wire Company, Inc. upon the purchase of the Southwire Osceola Plant.
4. Trademark No. 2,437,435 is registered to Rea Magnet Wire Company, Inc.
5. Trademark No. 2,342,832 is registered to Rea Magnet Wire Company, Inc.
6. Trademark No. 2,468,665 is registered to Rea Magnet Wire Company, Inc.