

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quick Cable Corporation		04/13/2012	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Associated Bank, N.A., as administrative agent
Street Address:	740 Marquette Avenue
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2383480	FUSION
Registration Number:	1458996	HEX-CRIMP
Registration Number:	3842729	ISTART
Registration Number:	1525389	MAGNA-LUG
Registration Number:	1581184	QUICK
Registration Number:	1581183	QUICK CABLE
Registration Number:	3924237	QUICKFIGURATOR
Registration Number:	3786556	RESCUE
Registration Number:	4017631	RESCUE

CORRESPONDENCE DATA

Fax Number: (612)340-8856
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-492-6842
 Email: cadwell.jeffrey@dorsey.com

CH \$240.00 2383480

Correspondent Name: Jeffrey R. Cadwell
Address Line 1: Dorsey & Whitney LLP, Suite 1500
Address Line 2: 50 South Sixth Street
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	M232184
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	04/13/2012

Total Attachments: 3
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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of April 13, 2012, by and from QUICK CABLE CORPORATION, a Wisconsin Corporation (the “Grantor”), to and in favor of ASSOCIATED BANK, N.A., a national banking association, as administrative agent for the lenders (the “Lenders”) from time to time party to the Credit Agreement defined below (in such capacity, the “Grantee”).

WHEREAS, the Grantor, the Lenders, the Grantee, and certain other parties have entered into a Credit Agreement dated concurrently herewith (as hereafter amended, supplemented, extended, restated, or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders have agreed to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor, the Lenders, the Grantee, and certain other parties have entered into a Pledge and Security Agreement dated as of April 13, 2012, (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

QUICK CABLE CORPORATION
(effective immediately upon the consummation of
the Permitted Merger)

By: 

Name: Shane Slominski

Title: Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Reg. No.	Reg. Date
FUSION	2,383,480	Sept 5, 2000
HEX-CRIMP	1,458,996	Sept 29, 1987
ISTART	3,842,729	Aug 31, 2010
MAGNA-LUG	1,525,389	Feb 21, 1989
QUICK	1,581,184	Feb 6, 1990
QUICK CABLE	1,581,183	Feb 6, 1990
QUICKFIGURATOR	3,924,237	Apr 30, 2010
RESCUE	3,786,556	May 11, 2010
RESCUE	4,017,631	Aug 30, 2011

Exhibit A