TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626527

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TPC Wire & Cable Corp.		02/16/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2279315	HY-TREX
Registration Number:	2272247	SUPER-TREX
Registration Number:	2032054	THERMO-TREX
Registration Number:	1768529	TREX-ONICS
Registration Number:	5032493	POWER-TREX
Registration Number:	6162087	PITTSBURGH WIRE & CABLE
Registration Number:	5702983	CICOIL
Registration Number:	5102857	H
Registration Number:	4971991	
Registration Number:	4971992	TPC WIRE & CABLE CORP.
Registration Number:	4971994	EXPECT HIGH PERFORMANCE
Registration Number:	4870344	TRIPLE-GARD
Registration Number:	4866649	CHEM-GARD
Registration Number:	4991253	DEFENDER
Registration Number:	4866650	ULTRA-GARD
Registration Number:	4866651	VULKO-WRAP
Registration Number:	4866654	KORD-GARD
Registration Number:	2591193	EZ FORM CABLE CORPORATION

OP $490.00 2279315

Property Type	Number	Word Mark
Registration Number:	4873955	GRIP-SEALS

CORRESPONDENCE DATA

Fax Number: 3129939767

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.

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	02/16/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

February 16, 2021

WHEREAS, the undersigned grantor (the "Grantor"), owns one or more of the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among, *inter alia*, TPC Wire & Cable Corp., a Delaware corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and NXT Capital, LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among the Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), the Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired (provided, for the avoidance of doubt, that the Trademark Collateral shall not include any Excluded Property (as defined in the Collateral Agreement)):

(i) each Trademark (as defined in the Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by the Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the

Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

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

GRANTOR

TPC WIRE & CABLE CORP.

By: _____
Name: Jeffery T. Crane
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

By: _____
Name: Kirk Hovde
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to

Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND

TRADEMARK APPLICATIONS

See attachment.

TRADEMARKS

No.	Grantor	Country	Trademark	Trademark Application Number App. Date	Trademark Registration Number Reg. Date	Status
1.	TPC WIRE & CABLE CORP.	U.S.	HY-TREX	75/530800 08/04/1998	2279315 09/21/1999	Live – 1A
2.	TPC WIRE & CABLE CORP.	U.S.	SUPER-TREX	75/530598 08/04/1998	2272247 08/24/1999	Live – 1A
3.	TPC WIRE & CABLE CORP.	U.S.	THERMO-TREX	75/051900 02/01/1996	2032054 01/21/1997	Live – 1A
4.	TPC WIRE & CABLE CORP.	U.S.	TREX-ONICS	74/320213 10/05/1992	1768529 05/04/1993	Live – 1A
5.	TPC WIRE & CABLE CORP.	U.S.	POWER-TREX	86/447936 11/07/2014	5032493 08/30/2016	Live – 1A
6.	TPC WIRE & CABLE CORP.	U.S.	PITTSBURGH WIRE & CABLE	88/678876 11/04/2019	6162087 09/29/2020	Live – 1A
7.	TPC WIRE & CABLE CORP.	U.S.	CICOIL	88/070913 08/08/2018	5702983 03/19/2019	Live – 1A
8.	TPC WIRE & CABLE CORP.	U.S.	H and Design	86/629485 05/14/2015	5102857 12/20/2016	Live – 1A
9.	TPC WIRE & CABLE CORP.	U.S.	Design	86/629556 05/14/2015	4971991 06/07/2016	Live – 1A
10.	TPC WIRE & CABLE CORP.	U.S.	TPC WIRE & CABLE CORP.	86/629578 05/14/2015	4971992 06/07/2016	Live – 1A
11.	TPC WIRE & CABLE CORP.	U.S.	EXPECT HIGH PERFORMANCE	86/629605 05/14/2015	4971994 06/07/2016	Live – 1A
12.	TPC WIRE & CABLE CORP.	U.S.	TRIPLE-GARD	86/616697 05/01/2015	4870344 12/15/2015	Live – 1A
13.	TPC WIRE & CABLE CORP.	U.S.	CHEM-GARD	86/616728 05/01/2015	4866649 12/08/2015	Live – 1A
14.	TPC WIRE & CABLE CORP.	U.S.	DEFENDER	86/616721 05/01/2015	4991253 07/05/2016	Live – 1A
15.	TPC WIRE & CABLE CORP.	U.S.	ULTRA-GARD	86/616730 05/01/2015	4866650 12/08/2015	Live – 1A
16.	TPC WIRE & CABLE CORP.	U.S.	VULKO-WRAP	86/616738 05/01/2015	4866651 12/08/2015	Live – 1A
17.	TPC WIRE & CABLE CORP.	U.S.	KORD-GARD	86/616759 05/01/2015	4866654 12/08/2015	Live – 1A

18.	TPC WIRE & CABLE CORP.	U.S.	EZ FORM CABLE CORPORATIO N and Design	76/238150 04/10/2001	2591193 07/09/2002	Live – 1A
19.	TPC WIRE & CABLE CORP.	U.S.	GRIP-SEALS	86/629767 05/14/2015	4873955 12/22/2015	Live – 1A

TRADEMARK APPLICATIONS

None.