



**EXHIBIT A****Patents**

<b><u>Patent</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
Process and Apparatus for High Speed Fabrication of Copper Wire	4615195	October 7, 1986
Aromatic Titanate Modified Nylon Magnet Wire Insulation Coating	4588784	May 13, 1986
Method for Insulating a Magnet Wire with an Aromatic Titanate Modified Nylon	4614670	September 30, 1986
Titanium Chelate Modified Nylon Magnet Wire Insulation Coating	4550055	October 29, 1985
High Solids Enamel	4839444	June 13, 1989
Method and Apparatus for Determining the Elongation Property of Copper Wire	4599905	July 15, 1986
Method for Equilibrating Polyamide Magnet Wire Coatings and Enamel Compositions	4775726	October 4, 1988
Method for Equilibrating Polyamide Magnet Wire Coatings and Enamel Compositions	4808436	February 28, 1989
Magnet Wire with Equilibrating Polyamide Insulation Coatings and Enamel Compositions	4913963	April 3, 1990
Control Apparatus and Method	4725010	February 16, 1988
Control Apparatus and Method	RE33240	June 26, 1990
Urethane Modified Nylon Magnet Wire Enamel	4725458	February 16, 1988
Urethane Modified Nylon Magnet Wire Enamel	4808477	February 28, 1989
Palletized Structure Containing Spools	4821880	April 18, 1989
Bonded Metallic Cable Sheathing with Edge Forming	4830689	May 16, 1989
Wire Winding System with Mobile Transfer Cart	4938428	July 3, 1990
System of Assembly and Filing Large Cables in a Single Pass at a Single Station	4964363	October 23, 1990
Tetra-alkyl Titanate Modified Nylon Magnet Wire Insulation Coating	4551398	November 5, 1985

**Patent Applications**

<b><u>Patent Application</u></b>	<b><u>Federal Serial Number</u></b>	<b><u>Application Date</u></b>
None.		

## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Agreement") is made this 10<sup>th</sup> day of November, 2003, between **FLEET CAPITAL CORPORATION**, a Rhode Island corporation having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Administrative Agent"), for the Lenders (as hereinafter defined), and **ESSEX TECHNOLOGY, INC.**, a Delaware corporation having its principal place of business at 1601 Wall Street, Fort Wayne, Indiana 46802 (the "Company").

### Recitals:

Pursuant to that certain Credit Agreement dated November 10, 2003, (as at any time amended, the "Credit Agreement"), among **SUPERIOR ESSEX COMMUNICATIONS LLC**, a Delaware limited liability company, **ESSEX GROUP, INC.**, a Michigan corporation, (each a "Borrower" and collectively, "Borrowers"), Administrative Agent, the other parties named therein, and various financial institutions party thereto from time to time ("Lenders"), Lenders agreed to make loans and other extensions of credit to or for the benefit of Borrowers.

Company has agreed to unconditionally guaranty Borrowers' payment and performance of the Obligations under (and as defined in) the Credit Agreement, pursuant to a Continuing Guaranty Agreement by Company and the other guarantors named therein in favor of Administrative Agent dated the date hereof (as at any time amended, the "Guaranty"). A condition to the effectiveness of the Credit Agreement is Company's execution and delivery of the Guaranty and this Agreement, and to induce Lenders to extend credit to Borrowers under the Credit Agreement thereof, Company has agreed to execute and deliver this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement.
2. To secure the prompt payment and performance of any and all indebtedness, obligations, liabilities, covenants and duties of Company to Administrative Agent and Lenders of every kind and description, whether or not evidenced by any note, invoice, billing, guaranty or other instrument, and whether or not for the payment of money, direct or indirect, absolute or contingent, liquidated or unliquidated, joint or several, due or to become due, now existing or hereafter arising under the Guaranty or any other Loan Documents, and all expenses and reasonable attorneys' fees chargeable to Company, whether or not provided in the Guaranty, or this Agreement or any other Loan Documents (all such indebtedness, obligations, liabilities, covenants and duties being collectively referred to as "Obligations"), Company hereby grants, assigns and pledges to Administrative Agent, for its benefit and the Pro Rata benefit of Lenders, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (the "Patent Collateral"):

(a) the entire right, title and interest of Company in and to the patent applications and patents listed in Exhibit A attached hereto (as the same may be amended from time to time), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including, without limitation, the right to sue for past, present and future infringements and rights corresponding thereto throughout the world (all of the foregoing being herein collectively referred to as the "Patents"); and

(b) all proceeds of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

3. Company covenants with and warrants to Administrative Agent that:

(a) As of the Closing Date, the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) As of the Closing Date, the Patents are validly assigned to Company and all issued Patents are free and clear of any Liens other than Permitted Liens;

(c) Company has all requisite power and authority to enter into this Agreement and perform its terms and, to the extent it deems reasonably necessary, has entered and will enter into written agreements with each of its present and future employees, Administrative Agents and consultants which will enable it to comply with the covenants herein contained; and

(d) Company will continue to use for the duration of this Agreement, proper statutory notice as required under Applicable Law in connection with its use of the Patents and will continue to make, all appropriate filings with the United States Patent and Trademark Office reasonably required to maintain the Patents in existence, including, without limitation, filing all documents reasonably necessary with the United States Patent and Trademark Office for each Patent to maintain it without loss of protection therefor, unless Company shall reasonably determine that any such Patent is no longer material to the conduct of its business.

4. Until Full Payment of the Obligations and termination of the Credit Agreement, Company shall not enter into any license agreement relating to any of the Patents with any Person except non-exclusive licenses entered into by Company in the ordinary course of Company's business or as otherwise expressly permitted by the Credit Agreement, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

5. If, before Full Payment of the Obligations, Company shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 shall automatically apply thereto and Company shall give to Administrative Agent prompt notice thereof in writing, together with an amended Exhibit A hereto, including such future Patents or patent applications,

and Administrative Agent is hereby authorized to file such amended Exhibit A with the United States Patent and Trademark Office.

6. Upon and at any time after the occurrence, and during the continuance, of an Event of Default, Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Administrative Agent may immediately, for its benefit and the Pro Rata benefit of Lenders, without demand of performance and without other notice (except as described in the next sentence, if required by Applicable Law) or demand whatsoever to Company, each of which Company hereby expressly waives, and without advertisement (except as otherwise provided by Applicable Law), collect directly any payments due Company in respect of the Patent Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Patent Collateral, or any interest which Company may have therein. Company hereby agrees that ten (10) days notice to Company of any public or private sale or other disposition of any of the Patent Collateral shall be reasonable notice. At any such sale or disposition, Administrative Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Patent Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Patent Collateral all costs and expenses incurred by Administrative Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Administrative Agent shall apply the remainder of such proceeds to the payment of the Obligations, in such order or manner as may be authorized or required by the Credit Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each other guarantor of the Obligations shall remain jointly and severally liable to Administrative Agent and Lenders therefor.

7. Company hereby makes, constitutes and appoints Administrative Agent, and any officer or agent of Administrative Agent as Administrative Agent may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Company's name on all applications, documents, papers and instruments necessary for Administrative Agent to continue the maintenance of or to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Patent Collateral to any other Person. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations and the termination of the Credit Agreement.

8. After Full Payment of the Obligations and termination of the Credit Agreement, this Agreement shall terminate and Administrative Agent shall execute and deliver to Company, without representation, warranty or recourse and at Company's expense, all releases and other instruments necessary to terminate Administrative Agent's security interest in the Patent Collateral, subject to any disposition thereof which may have been made by Administrative Agent pursuant to the terms of this Agreement, or any of the other Loan Documents.

9. Any and all fees, costs and expenses, of whatever kind or nature, (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Administrative Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees or Liens, or otherwise, in protecting, maintaining and preserving any Patent Collateral or in defending or prosecuting any actions or proceedings arising out of or related to any Patent Collateral, shall be borne and paid by Company (it being the intent of Company and Administrative Agent that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all maintenance fees payable with respect to the Patents) or, if paid by Administrative Agent in its sole discretion, shall be reimbursed by Company to Administrative Agent on demand by Administrative Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Credit Agreement.

10. In the event that any Patent is infringed upon, or misappropriated by a third party in a manner actionable under the patent laws (Title 35 USC), Company shall notify Administrative Agent promptly after Company learns thereof. Company shall, unless it shall reasonably determine that such Patent is not material to the conduct of its business or operations or that it does not have a reasonable chance of success on the merits, promptly take all appropriate actions, including, if warranted, bringing suit to stop such infringement or misappropriation and to recover any and all damages for such infringement or misappropriation. Upon the occurrence and during the continuance of an Event of Default, the Company shall have the duty through counsel reasonably acceptable to Administrative Agent, to prosecute diligently any patent application for a Patent pending as of the date of this Agreement or thereafter until Full Payment of the Obligations and the termination of the Credit Agreement to make application on unpatented but patentable inventions, and promptly, upon Administrative Agent's request, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect the Patents and to do any and all acts which are deemed necessary or desirable by Administrative Agent to preserve and maintain all rights in patent applications for the Patents, unless Company shall reasonably determine that such patent application or Patent is in no way material to the conduct of its business or operations. Any expenses incurred in connection with such an application or proceedings shall be borne by Company. Company shall not abandon any pending patent application or patent, without the prior written consent of Administrative Agent.

11. Notwithstanding anything to the contrary contained in paragraph 2 hereof, upon the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated at any time to bring suit in its own name to enforce the Patents and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Patents or license hereunder, in either of which events Company shall at the request of Administrative Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Administrative Agent in aid of such enforcement or defense and Company shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights

under this paragraph 11; provided, that, Company shall not be obligated to indemnify Administrative Agent for its gross negligence or willful misconduct.

12. If the Company fails to comply with any of its obligations hereunder, then to the extent permitted by Applicable Law, Administrative Agent may do so in Company's name or in Administrative Agent's name, in Administrative Agent's sole discretion, but at the Company's expense, and Company agrees to reimburse Administrative Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Administrative Agent in prosecuting, defending or maintaining the Patents or Administrative Agent's interest therein pursuant to Section 10 of this Agreement.

13. No course of dealing between Company and Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

14. All of Administrative Agent's rights and remedies with respect to the Patent Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by Applicable Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by writing signed by the parties, except as provided in paragraph 5 hereof.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Administrative Agent and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Administrative Agent, except as otherwise permitted under the Credit Agreement.

18. Company hereby waives notice of Administrative Agent's acceptance hereof.

19. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

20. To the fullest extent permitted by Applicable Law, Company and Administrative Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Patent Collateral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

ATTEST:

ESSEX TECHNOLOGY, INC.  
("Company")

Stewart H. Walsberger  
Name: Stewart H. Walsberger  
Title: Secretary

By: [Signature]  
Name: David S. Aldridge  
Title: Vice President

Ronald Carlton  
Witness

Accepted:

FLEET CAPITAL CORPORATION, as  
Administrative Agent ("Administrative Agent")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



20. To the fullest extent permitted by Applicable Law, Company and Administrative Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Patent Collateral.

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ATTEST:

**ESSEX TECHNOLOGY, INC.**  
("Company")

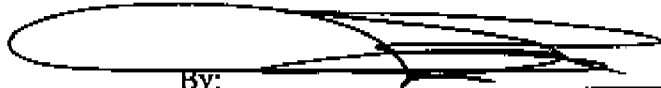
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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Accepted:

**FLEET CAPITAL CORPORATION**, as  
Administrative Agent ("Administrative Agent")



By: \_\_\_\_\_  
Name: JOHN W GRIST  
Title: SVP



**EXHIBIT A****Patents**

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**Patent Applications**

<b><u>Patent Application</u></b>	<b><u>Federal Serial Number</u></b>	<b><u>Application Date</u></b>
None.		

328309.4

5516/55668-003 NYWORD/241730 v2

**PATENT****RECORDED: 11/13/2003****REEL: 014119 FRAME: 0850**