

Form PTO-1595  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Essex Group, Inc.** (MI Corporation)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

2. Name and address of receiving party(ies):

Name: The Bank of New York, as Collateral Agent

Internal Address:

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

Additional name(s) & addresses attached? ☐ Yes ☒ No

Execution Date: November 10, 2003

4. Application number(s) or patents number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

6,100,474 ; 6,046,326 ; 6,003,667 ; 5,704,479 ; 6,403,890 ;  
4,826,544 ; 4,738,406

Additional number(s) attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison J. Winick, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41): \$ 280.00

☐ Enclosed

☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alison J. Winick, Esq.

Name of Person Signing

[Signature]  
Signature

1/7/04  
Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT

REEL: 014235 FRAME: 0459

700059368

OP \$280.00 6100474

**GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS**

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS (the "Agreement"), dated as of November 10, 2003 is made by Essex Group, Inc., a Michigan corporation (the "Grantor"), in favor of The Bank of New York, a New York banking corporation, as Collateral Agent (the "Agent") for the holders of the Second Priority Secured Notes pursuant to the Indenture, dated as of November 10, 2003 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Superior Essex Communications LLC, a Delaware limited liability company, Essex Group, Inc., a Michigan corporation (collectively, the "Issuers"), the Guarantors (as defined in the Indenture), and The Bank of New York, a New York banking corporation, as trustee.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Indenture, (a) the Issuers (i) have issued Senior Notes and (ii) may issue Secondary Senior Notes (as defined in the Indenture) and (b) the Guarantors have guaranteed the Issuers' obligation under the Senior Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Collateral Agreement, dated as of November 10, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's Intellectual Property, including Grantor's interest in the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Noteholders to enter into the Indenture, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's rights, title or

interest in the Patents that Grantor now has or at any time in the future may acquire (including, without limitation, those items listed on Schedule A hereto), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, or by acceleration or otherwise) of the Grantor's Senior Note Obligations.

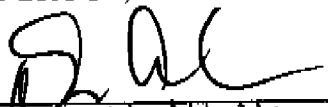
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent Office. The security interest has been granted to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Agent and the Secured Parties with respect to the security interest in the Patents granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ESSEX GROUP, INC.

By:   
Name: David Aldridge  
Title: Vice President

THE BANK OF NEW YORK,  
as Agent

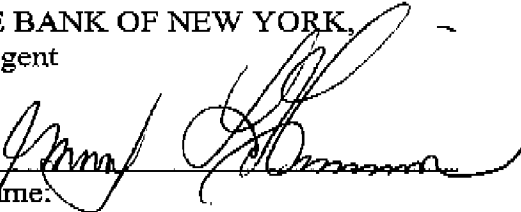
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ESSEX GROUP, INC.

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

THE BANK OF NEW YORK,  
as Agent

By:   
Name:  
Title: MARY LaGUMINA  
VICE PRESIDENT

**SCHEDULE A**

**U.S. Patents Registrations and Applications**

| <u>Patent</u>  | <u>Registration Number</u> |
|--|----------------------------|
| Magnet Wire Insulation for Inverter Duty Motors, US            | 6,100,474                  |
| Preparation of TRIS (2-Hydroxyethyl) Isocyanurate (THEIC), US. | 6,046,326                  |
| Wire Storing and Dispensing Package, US                        | 6,003,667                  |
| Wire Storing and Dispensing Package, US                        | 5,704,479                  |
| Magnet Wire Insulation for Inverter Duty Motors, Japan         | Appl. # JP 11126517        |
| Magnet Wire for Inverter Duty Motors, US                       | 6,403,890                  |
| Hydrogen Cleaning of Hot Copper Rod, US                        | 4,826,544                  |
| Control Apparatus and Method, US                               | 4,738,406                  |