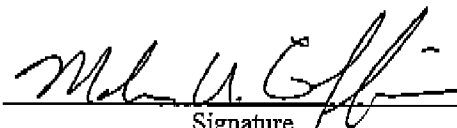


Form PTO-1595 (Adapted)
3-13-96U.S. DEPARTMENT OF COMMERCE
Patent & Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies): DeCorp Americas, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and Address of receiving party(ies): Name: Southwire Company Address: One Southwire Drive City/State: Carrollton, Georgia Zip: 30119 Country: USA Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other (Consent and Non-Disturbance Agreement) Execution date(s) of each conveying party: August 22, 2005	
4(a). Patent Application No.(s): 10/790,055 Patent No.(s): 6,774,741; 5,804,768; 6,492,595; 5,807,111; 5,899,774; 6,107,577; 6,688,912 If this document is being filed together with a new application, the execution date of the application is: Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning this document should be mailed: Name: Malvern U. Griffin III Address: SUTHERLAND ASBILL & BRENNAN LLP 999 Peachtree Street, NE Atlanta, Georgia 30309-3996	6. Total number of applications and patents involved: 8 7. The Director is hereby authorized to charge the fee(s) of \$320.00 and any additional fees which may be required, or credit any overpayment, to Deposit Account 19-1029.
DO NOT USE THIS SPACE	
8. 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. I certify that this correspondence is being transmitted via facsimile transmission to (703) 306-5995, on the date given below: <div style="display: flex; justify-content: space-between;"> <div data-bbox="84 1680 487 1797"> Malvern U. Griffin III Reg. No. 38,899 Attorney Docket No. 77335-0026 </div> <div data-bbox="535 1638 1023 1797" style="text-align: center;">  Signature </div> <div data-bbox="1055 1596 1461 1785"> Total number of pages including cover sheet: 14 Date: August 26, 2005 </div> </div>	

CH \$320.00 195029 10790055

Execution Version

CONSENT AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of the 22nd day of August, 2005, by DECORP AMERICAS, INC., a Delaware corporation ("Debtor"), SOUTHWIRE COMPANY, a Delaware corporation ("Southwire"), LOGEN CAPITAL, LLC, a Delaware limited liability company, solely in its capacity as Agent for the 2002 Lenders (herein defined) ("2002 Agent") and EARL S. WELLSCHLAGER, ESQUIRE, solely in his capacity as Agent for the 2003 Lenders (herein defined) ("2003 Agent") and not personally (2002 Agent and 2003 Agent being referred to herein individually and collectively as "Secured Party" or "Secured Parties").

RECITALS

WHEREAS, pursuant to certain 2002 Loan Documents (herein defined) Debtor has granted to 2002 Agent security interests in all or substantially all of Debtor's personal property and assets, as more fully described in such 2002 Loan Documents, to secure Debtor's indebtedness and other obligations to the Secured Party and Lenders under the 2002 Loan Documents;

WHEREAS, pursuant to certain 2003 Loan Documents (herein defined) Debtor has granted to 2003 Agent security interests in all or substantially all of Debtor's personal property and assets, as more fully described in such 2003 Loan Documents, to secure Debtor's indebtedness and other obligations to the Secured Party and Lenders under the 2003 Loan Documents;

WHEREAS, Debtor has informed each Secured Party that Debtor intends to enter into the License Agreement (herein defined) with Southwire relating to certain personal property and assets in which Secured Party holds a security interest;

WHEREAS, Debtor has informed each Secured Party that Debtor intends to enter into the Option Agreement (herein defined) with Southwire relating to certain personal property and assets in which Secured Party holds a security interest;

WHEREAS, Debtor has requested that each Secured Party consent to Debtor entering into the License Agreement and the Option Agreement; and

WHEREAS, each Secured Party has agreed to consent to Debtor entering into the License Agreement and the Option Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor, Southwire and Secured Party hereby agree as follows:

ARTICLE I**CONSTRUCTION AND DEFINED TERMS**

SECTION 1.01. *Article and Section Headings.* Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement.

SECTION 1.02. *Schedules and Exhibits.* Unless a Schedule or Exhibit is referred to in this Agreement as being a Schedule or Exhibit to another agreement, the references in this Agreement to

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specific Schedules and Exhibits shall be read as references to such specific Schedules or Exhibits attached, or intended to be attached, to this Agreement and any counterpart of this Agreement and regardless of whether they are in fact attached to this Agreement, and including any amendments, supplements and replacements to such Schedules and Exhibits from time to time.

SECTION 1.03. *Defined Terms.* Unless otherwise expressly stated in this Agreement, capitalized terms used in this Agreement shall have the following meanings:

"Governmental Authority" means and includes any federal, state, county, local, foreign or other governmental or public agency, instrumentality, commission, authority, board or body.

"Lender" or "Lenders" means and includes any Person that is or becomes a "Lender" under any of the Loan Documents.

"License Agreement" means the License Agreement dated August 22, 2005 to be made and entered into by and between Debtor and Southwire in the form attached hereto as Exhibit A.

"Licensed Property" means the Licensed Property under the License Agreement.

"Loan Documents" means the 2002 Loan Documents and the 2003 Loan Documents, including any amendments thereto from time to time.

"Option Agreement" means the Option Agreement dated August 22, 2005 between Debtor and Southwire in the form attached hereto as Exhibit B.

"Optioned Intellectual Property" means the Optioned Intellectual Property under the Option Agreement.

"Optioned Intellectual Property Release Payment" means, as of any date during the period beginning on September 1, 2015 and ending on February 28, 2016, inclusive, the lesser of (a) the aggregate amount of all indebtedness and Secured Obligations (as defined in the Security Agreements) owed to the Lenders by Debtor on such date, or (b) One Million Five Hundred Thousand Dollars (\$1,500,000).

"Person" means and includes an individual, partnership, joint venture, corporation, trust, limited liability company, unincorporated organization, or other entity (including any Governmental Authority).

"Property" means and includes any interest in any kind of property or asset, whether real personal or mixed, tangible or intangible.

"Security Agreements" means the 2002 Security Agreement and the 2003 Security Agreement.

"Southwire Documents" means the License Agreement and the Option Agreement.

"Successor Licensor" Any Person that purchases or acquires Licensed Property as the result of Secured Party's enforcement of Secured Party's security interest in such Licensed Property.

"2002 Lenders" means the Lenders under the 2002 Loan Documents and their successors and assigns.

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"2002 Loan Agreement" means the Loan Agreement dated as of June 13, 2002 by and among Debtor, as Borrower, the Lenders identified therein and LoGen Capital, LLC, as Agent for such Lenders, as amended.

"2002 Loan Documents" means and includes the 2002 Loan Agreement and the Loan Documents (as defined therein).

"2002 Security Agreement" means and includes the Security Agreement made and entered into as of June 13, 2002 by Debtor, certain 2002 Lenders and 2002 Agent, including any amendments thereto.

"2003 Lenders" means the Lenders under the 2003 Loan Documents and their successors and assigns.

"2003 Loan Agreement" means the Loan Agreement dated as of September 12, 2003 by and among Debtor, as Borrower, the Lenders identified therein and Earl S. Wellschlager, Esquire, as Agent for such Lenders, as amended.

"2003 Loan Documents" means and includes the 2003 Loan Agreement and the Loan Documents (as defined therein).

"2003 Security Agreement" means and includes the Security Agreement made and entered into as of September 12, 2003 by Debtor, certain 2003 Lenders and 2003 Agent, including any amendments thereto.

ARTICLE II**ACKNOWLEDGEMENT OF SECURITY INTERESTS****SECTION 2.01. *Acknowledgement of Secured Party's Security Interest.***

(a) Southwire and Debtor hereby acknowledge and agree that each Secured Party holds a security interest in the Licensed Property and all proceeds thereof, including, without limitation, Debtor's rights under the License Agreement, and that the License Agreement and Southwire's rights thereunder are subject and subordinate in all respects to each Secured Party's security interest in the Licensed Property and such proceeds.

(b) Southwire and Debtor hereby acknowledge and agree that each Secured Party holds a security interest in the Optioned Intellectual Property and all proceeds thereof, including, without limitation, Debtor's rights under the Option Agreement, and that the Option Agreement and Southwire's rights thereunder are subject and subordinate in all respects to each Secured Party's security interest in the Optioned Intellectual Property and such proceeds.

(c) Southwire shall not contest the creation, existence, attachment, enforceability, perfection or priority of the Secured Parties' security interests in the Licensed Property, the Optioned Intellectual Property, the License Agreement or the Option Agreement.

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ARTICLE III
CONSENT TO SOUTHWIRE DOCUMENTS AND NON-DISTURBANCE

SECTION 3.01. Consent to Southwire Documents.

(a) Each Secured Party hereby consents to Debtor entering into the Southwire Documents with Southwire.

(b) Neither of the Secured Parties, nor any Lender, makes any representation or warranty of any kind with respect to the Licensed Property or the Optioned Intellectual Property.

SECTION 3.02. Agreements Regarding License Agreement. In the event that a Secured Party shall sell or cause Licensed Property to be sold (or otherwise disposed of) during the term of the License Agreement, Southwire shall recognize the purchaser or other acquirer of such Licensed Property (which purchaser or other acquirer may be a Secured Party, any Lender or any other Person) Secure as the licensor thereof as though such purchaser or other acquirer was the Licensor thereof under the terms of the License Agreement, provided that such purchaser agrees to be bound by the terms and conditions of the License Agreement as "Licensor" thereunder. The provisions of this Section are solely for the benefit of Southwire and the Secured Parties and shall not limit or modify any rights or remedies of any Secured Party (or any Lender) as against Debtor or any Licensed Property under the Loan Documents or otherwise.

SECTION 3.03. Agreements Regarding Option Agreement.

(a) In the event that such Secured Party shall sell or cause Optioned Intellectual Property to be sold (or otherwise disposed of) during the term of the Option Agreement, Southwire shall recognize the purchaser or other acquirer of such Optioned Intellectual Property (which purchaser or other acquirer may be a Secured Party, any Lender or any other Person) as the owner thereof, provided that such purchaser agrees to be bound by the terms and conditions of the Option Agreement as "DeCorp" thereunder.

(b) Secured Party shall not be obligated to release their security interests in any Optioned Intellectual Property unless (i) Southwire shall have exercised its option to purchase the Optioned Intellectual Property during the Exercise Period (as defined in the Option Agreement) in accordance with the terms of the Option Agreement and (ii) the Secured Parties shall have received the Optioned Intellectual Property Release Payment at the time that the purchase price of the Optioned Intellectual Property is paid under the Option Agreement. In the event that the conditions set forth in clauses (i) and (ii) of the preceding sentence shall have been satisfied, the Secured Parties shall release the security interests that they hold in the Optioned Intellectual Property.

(c) The provisions of this Section are solely for the benefit of Southwire and the Secured Parties and shall not limit or modify any rights or remedies of any Secured Party (or any Lender) as against Debtor or any Property under the Loan Documents or otherwise.

SECTION 3.04. Amendments, Waivers and Consents. The Southwire Documents shall not be amended, modified, changed, waived, discharged or terminated by mutual agreement of Southwire and Debtor (or by Debtor individually), nor shall any consent be given thereunder, unless such amendment, modification, change, waiver, discharge, termination by agreement of Southwire and Debtor (or by Debtor individually) or consent is in writing signed by each Secured Party.

Execution Version

SECTION 3.05. Payments to Secured Party. Upon written request and instruction from the Secured Parties to Southwire, the parties hereto agree that Southwire shall cause all royalties, purchase money and other payments that Southwire is obligated to pay to Debtor under the Southwire Documents to be paid directly to a Secured Party (or to the Lenders) in accordance with such written request and instruction. Such written request and instruction shall be given by each of the Secured Parties unless at or before the time of such request and instruction the Secured Parties shall have notified Southwire (a) that the Secured Parties have designated one of the Secured Parties to act on behalf of the Secured Parties under this Agreement, or (b) that there is then only one Secured Party. If Southwire shall receive contrary instructions from Debtor, then Southwire shall follow the request and instruction given by the Secured Parties and not the Debtor's contrary instructions, and Southwire shall have no liability to Debtor for following such instructions given by the Secured Parties.

SECTION 3.06. Reports to Secured Party. Southwire agrees to give the Secured Parties copies of all notices, consents, statements, reports and other communications that Southwire gives to Debtor (including, but not limited to, any thereof that Southwire may be required to give to Debtor in accordance with the terms of the Southwire Documents) at the same time as Southwire gives such notices, consents, statements, reports and other communications to Debtor.

SECTION 3.07. Notice Prior to Termination of License Agreement; Assignment, etc.

(a) Southwire shall give the Secured Parties at least thirty (30) days prior written notice of any default, breach, failure or violation of the License Agreement by Debtor before taking any action to cancel or terminate the License Agreement. If the default, breach, failure or violation is one that can be cured by the Secured Parties, then the Secured Parties shall be permitted, but shall not be obligated, to make such cure or cause such cure to be made.

(b) Southwire shall give the Secured Parties at least thirty (30) days prior written notice of any proposed assignment of the License Agreement or any proposed sublicense under the License Agreement.

SECTION 3.08. Notice Prior to Termination of Option Agreement; Assignment, etc.

(a) Southwire shall give the Secured Parties at least thirty (30) days prior written notice of any default, breach, failure or violation of the Option Agreement by Debtor before taking any action to cancel or terminate the Option Agreement. If the default, breach, failure or violation is one that can be cured by the Secured Parties, then the Secured Parties shall be permitted, but shall not be obligated, to make such cure or cause such cure to be made.

(b) Southwire shall give the Secured Parties at least thirty (30) days prior written notice of any proposed assignment of the Option Agreement.

SECTION 3.09. Exculpation of Successor Licensor. In the event that any Person shall become a Successor Licensor, such Successor Licensor shall not have any liability to Southwire for any claims or actions arising under the Southwire Documents prior to the time that such Person became the Successor Licensor.

ARTICLE V

OTHER REPRESENTATIONS, WARRANTIES AND AGREEMENTS

SECTION 5.01. Secured Party As Agent.

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(a) Southwire and Debtor acknowledge and agree that LoGen Capital, LLC, personally, is not a party to this Agreement. Southwire and Debtor acknowledge and agree that the 2002 Agent is acting solely as an agent for the 2002 Lenders and shall not have any liability to Debtor or Southwire under this Agreement or any matters or transactions relating hereto.

(b) Southwire and Debtor acknowledge and agree that Earl S. Wellschlager, personally, is not a party to this Agreement. Southwire and Debtor acknowledge and agree that the 2003 Agent is acting solely as an agent for the 2003 Lenders and that neither Earl S. Wellschlager, personally, nor DLA Piper Rudnick Gray Cary US LLP, shall have any liability to Debtor or Southwire under this Agreement or any matters or transactions relating hereto.

SECTION 5.02. *Waiver of Certain Claims.* No party to this Agreement shall assert against any other party to this Agreement, or against any Lender, or any of their directors, officers, employees, agents or counsel, any claims, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, the License Agreement or the Option Agreement or any undertaking or transaction contemplated hereby or thereby. Nothing stated in the foregoing sentence shall limit the rights of Southwire or Debtor under the terms and conditions of the Asset Purchase Agreement by and among Southwire, Debtor and Robert J. Sexton, individually, dated August 22, 2005.

SECTION 5.03. *Notices.* Any notice required or permitted by or in connection with this Agreement shall be in writing and shall be made by facsimile, or by hand delivery, or by overnight delivery service, or by certified mail, return receipt requested, postage prepaid, addressed to Southwire, the Secured Parties or Debtor at the appropriate address set forth below or to such other address as may be hereafter specified by written notice given by Southwire, either Secured Party or Debtor. Notice shall be considered given as of the earlier of the date of actual receipt, or the date of the facsimile transmission without error, or the date of hand delivery, or one (1) business day after delivery to a nationally recognized overnight delivery service, or three (3) business days after the date of mailing, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish that notice was given as provided herein.

If to Southwire:

Southwire Company
One Southwire Drive
Carrollton, Georgia 30119
Attention: General Counsel
Facsimile No.: 770-832-5374

If to Secured Party:

Earl S. Wellschlager, Esquire, as Agent
DLA Piper Rudnick Gray Cary US LLP
6225 Smith Avenue
Baltimore, Maryland 21209
Facsimile No.: 410-580-3001

and

LoGen Capital, LLC, as Agent
Attention: William A. Long
7931 Sandalfoot Drive
Potomac, MD 20854
Facsimile No: 301-365-7104

Execution Version

If to Debtor:

Baker Donelson Bearman Caldwell & Berkowitz PC
2200 Riverview Tower
900 South Gay Street
Knoxville, Tennessee 37902
Attention: Robert Worthington, Esquire
Facsimile No.: 865-525-8569

SECTION 5.04. Amendments, Waivers and Consents; Successors and Assigns. Neither this Agreement nor any provisions hereof shall be amended, modified, changed, waived, discharged or terminated, nor shall any consent be given, unless such amendment, modification, change, waiver, discharge, termination or consent is in writing signed by each Secured Party. This Agreement shall inure to the benefit of each Secured Party and their successors and assigns. This Agreement may not be assigned by Debtor or Southwire without the prior written consent of each Secured Party.

SECTION 5.05. Entire Agreement. This Agreement constitutes the entire agreement between each Secured Party and Southwire regarding the Southwire Documents and the matters expressed herein, and all prior agreements, statements, and representations, whether written or oral, which relate thereto in any way are hereby superseded and shall be given no force and effect.

SECTION 5.06. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

SECTION 5.07. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall, in all respects, be governed by, and construed in accordance with, the internal laws of the State of Maryland, without regard to conflicts of law principles.

SECTION 5.08. Severability. Any provision of this Agreement that is prohibited by, or unenforceable under, the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 5.09. Counterparts. This Agreement may be executed in counterparts and each shall be effective as an original, and a photocopy, facsimile or telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart, photocopy, facsimile, or telecopy of this executed Agreement.

SECTION 5.10. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT WAIVES ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS OF ANY KIND ARISING UNDER THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THIS IS A WAIVER OF A LEGAL RIGHT AND THAT SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND KNOWINGLY AFTER CONSULTATION WITH COUNSEL OF ITS CHOICE. EACH PARTY AGREES THAT ALL SUCH CLAIMS SHALL BE TRIED BEFORE A JUDGE OF A COURT HAVING JURISDICTION, WITHOUT A JURY.

[SIGNATURE PAGE FOLLOWS]

Execution Version

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor, Southwire, 2002 Agent, as Secured Party, and 2003 Agent, as Secured Party, execute this Consent and Non-Disturbance Agreement as of the date first above written.

DEBTOR:

DECORP AMERICAS, INC.

By: _____

Name:

Title:

SOUTHWIRE:

SOUTHWIRE COMPANY

By: _____

Name:

Title:

SECURED PARTY:

LOGEN CAPITAL, LLC, solely as Agent for the
2002 Lenders, and not personally

By: William A. Long

Name: WILLIAM A. LONG

Title: MANAGING MEMBER

SECURED PARTY:

Earl S. Welischlager, Esquire, solely as Agent for
the 2003 Lenders, and not personally

Execution Version

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor, Southwire, 2002 Agent, as Secured Party, and 2003 Agent, as Secured Party, execute this Consent and Non-Disturbance Agreement as of the date first above written.

DEBTOR:

DECORP AMERICAS, INC.

By: _____
Name:
Title:

SOUTHWIRE:

SOUTHWIRE COMPANY


By: _____
Name:
Title:

SECURED PARTY:

LOGEN CAPITAL, LLC, solely as Agent for the
2002 Lenders, and not personally

By: _____
Name:
Title:

SECURED PARTY:



Earl S. Wellschlagel, Esquire, solely as Agent for
the 2003 Lenders, and not personally

Execution Version

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor, Southwire, 2002 Agent, as Secured Party, and 2003 Agent, as Secured Party, execute this Consent and Non-Disturbance Agreement as of the date first above written.

DEBTOR:

DECORP AMERICAS, INC.

By: Name: Robert J. Sexton
Title: President CEO**SOUTHWIRE:**

SOUTHWIRE COMPANY

By: _____

Name: _____

Title: _____

SECURED PARTY:LOGEN CAPITAL, LLC, solely as Agent for the
2002 Lenders, and not personally

By: _____

Name: _____

Title: _____

SECURED PARTY:_____
Earl S. Wellschlager, Esquire, solely as Agent for
the 2003 Lenders, and not personally

Execution Version

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor, Southwire, 2002 Agent, as Secured Party, and 2003 Agent, as Secured Party, execute this Consent and Non-Disturbance Agreement as of the date first above written.


DEBTOR:

DECORP AMERICAS, INC.

By: _____
Name:
Title:

SOUTHWIRE:

SOUTHWIRE COMPANY

By: 
Name: John P. Carlson
Title: President, Electrical Division

SECURED PARTY:

LOGEN CAPITAL, LLC, solely as Agent for the
2002 Lenders, and not personally

By: _____
Name:
Title:

SECURED PARTY:

Earl S. Wellschlager, Esquire, solely as Agent for
the 2003 Lenders, and not personally

Execution Version

EXHIBIT A

(COPY OF LICENSE AGREEMENT ATTACHED)

Execution Version

EXHIBIT A

(COPY OF OPTION AGREEMENT ATTACHED)