

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2569580

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST IN US PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
BELDEN INC.	10/03/2013
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	1525 WEST W.T. HARRIS BLVD.
Internal Address:	MAC D1109-019
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	5563377
Patent Number:	7179999
Patent Number:	7663061
Patent Number:	7772494
Patent Number:	5606151
Patent Number:	7135641
Patent Number:	5821467
Patent Number:	6530807
Patent Number:	7188507
Patent Number:	7566236
Patent Number:	7327959
Patent Number:	7866896
CORRESPONDENCE DATA	

Fax Number: (704)373-8822
Phone: (704) 373-4640
Email: bsmith@mcguirewoods.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: BETTY G. SMITH, SENIOR PARALEGAL
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Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-0651
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NAME OF SUBMITTER:	BETTY G. SMITH
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Signature:	/Betty G. Smith/
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Date:	10/08/2013
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Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of October 3, 2013 by and from BELDEN INC., a Delaware corporation (the "Grantor"), to and in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, Belden Finance 2013 LP, as Borrower, the Lenders and the Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into a Pledge and Security Agreement dated as of October 3, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents listed on Exhibit A attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the 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 Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations and Swap Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Patents, (3) the goodwill

associated with such Patents and (4) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

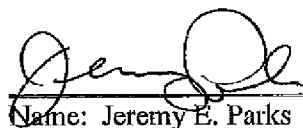
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

BELDEN INC.,
a Delaware corporation

By:

A handwritten signature in black ink, appearing to read "Jeremy E. Parks", is written over a horizontal line.

Name: Jeremy E. Parks

Title: Vice President and Treasurer

Confirmatory Grant of Security Interest in United States Patents

PATENT
REEL: 031393 FRAME: 0111

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS
Exhibit A - SCHEDULE OF PATENTS

Grantor	Title	Patent Number	Application Number	Date Filed	Issue Date	Country
Belden Inc.	Telecommunications cable	5,563,377	08/261,073	June 16, 1994	October 8, 1996	U.S.A.
Belden Inc.	Multi-pair data cable with configurable core filling and pair separation	7,179,999	11/352,850	February 13, 2006	February 20, 2007	U.S.A.
Belden Inc.	High performance data cable	7,663,061	11/877,343	October 23, 2007	February 16, 2010	U.S.A.
Belden Inc.	Web for separating conductors in a communication cable	7,772,494	11/682,415	March 6, 2007	August 10, 2010	U.S.A.
Belden Inc.	Twisted parallel cable	5,606,151	08/032,149	March 17, 1993	February 25, 1997	U.S.A.
Belden Inc.	Data cable with cross-twist cabled core profile	7,135,641	11/197,718	August 4, 2005	November 14, 2006	U.S.A.
Belden Inc.	Flat-type communication cable	5,821,467	08/714,801	September 11, 1996	October 13, 1998	U.S.A.
Belden Inc.	Coaxial connector having detachable locking sleeve	6,530,807	09/852,343	May 9, 2001	March 11, 2003	U.S.A.
Belden Inc.	Coaxial cable fitting and crimping tool	7,188,507	10/927,884	August 27, 2004	March 13, 2007	U.S.A.
Belden Inc.	Constant force coaxial cable connector	7,566,236	12/156,970	June 5, 2008	July 28, 2009	U.S.A.
Belden Inc. (successor by merger to Telecast Fiber Systems, Inc.)	Camera-Mountable fiberoptic transceiver system	7,327,959	10/023,452	December 17, 2001	February 5, 2008	U.S.A.
Belden Inc. (successor by merger to Telecast Fiber Systems, Inc.)	Electrical to Optical and Optical to Electrical connector system	7,866,896	12/206,125	September 8, 2008	January 11, 2011	U.S.A.