

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3353875

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TPC WIRE & CABLE CORP.	05/14/2015
RECEIVING PARTY DATA		
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT	
Street Address:	30 SOUTH WACKER DRIVE	
Internal Address:	SUITE 3700	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13840211
CORRESPONDENCE DATA		
Fax Number:	(312)863-7865	
<i>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.</i>		
Phone:	312-201-3865	
Email:	sharon.patterson@goldbergkohn.com	
Correspondent Name:	SHARON PATTERSON, PARALEGAL	
Address Line 1:	GOLDBERG KOHN LTD., 55 E. MONROE ST.	
Address Line 2:	SUITE 3300	
Address Line 4:	CHICAGO, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	4975.329	
NAME OF SUBMITTER:	SHARON PATTERSON	
SIGNATURE:	/sharon patterson/	
DATE SIGNED:	05/14/2015	
Total Attachments: 5		
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source=15. Patent_Security_Agreement#page4.tif		

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of May 14, 2015, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC ("Agent"), as Agent for all Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among TPC Wire & Cable Corp., a Delaware corporation (together with such subsidiaries thereof joined thereto from time to time, each a "Borrower" and collectively, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Patent Collateral"):

- (a) all of its registered Patents and Patent Licenses set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Patent 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 page follows]

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

TPC WIRE & CABLE CORP., a Delaware corporation

By: 

Name: Steven Michalski

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: Jennifer Cotton
Name: Jennifer Cotton
Title: Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

U.S. PATENTS AND PATENT APPLICATIONS

Grantor	Patent Title	Patent Number	Patent Application Number	Date Patent Issued	Filing Date
TPC Wire & Cable Corp.	SEALED CONNECTORS FOR ELECTRIC CABLES AND CAST FORMING METHOD FOR MAKING SAME	NA	13840211	NA	3/15/13