

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wire Rope Corporation of America, Inc.		06/17/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 67

Property Type	Number	Word Mark
Registration Number:	511202	
Registration Number:	659208	
Registration Number:	912107	
Registration Number:	1213787	
Registration Number:	1178813	
Registration Number:	1327980	
Registration Number:	1366060	
Registration Number:	1854444	
Registration Number:	942542	
Registration Number:	576187	
Registration Number:	1243398	
Registration Number:	2824330	
Registration Number:	580161	

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Registration Number:	688970	
Registration Number:	1608812	7-FLEX
Registration Number:	784243	300 FS
Registration Number:	773924	BRAID-LOC
Registration Number:	1080192	BLACK STRAND
Registration Number:	2284817	BRODERICK & BASCOM
Registration Number:	609794	BRODRIL
Registration Number:	609795	BROLOC
Registration Number:	1777638	FLEX-KOTE
Registration Number:	1470416	FLEX-X
Registration Number:	655686	GRAY STRAND
Registration Number:	356888	HI-FATIGUE
Registration Number:	506331	HI-LASTIC
Registration Number:	2365683	HI-VIS
Registration Number:	917012	LESCHEN
Registration Number:	2316516	LESCHEN
Registration Number:	83754	MACWHYTE
Registration Number:	129992	"MACWHYTE"
Registration Number:	856321	NORSELAY
Registration Number:	1517770	NYCOAT
Registration Number:	1196108	ORANGE STRAND
Registration Number:	1029156	PFV
Registration Number:	1855517	POWER FLEX
Registration Number:	662100	POWERSTEEL
Registration Number:	1470417	RED CORE
Registration Number:	1242564	REDLINE
Registration Number:	933754	RED-STRAND
Registration Number:	684291	SAFE-GUARD
Registration Number:	1567970	SAILBRYTE
Registration Number:	1946970	SAILBRYTE II
Registration Number:	853481	SPACE-LAY
Registration Number:	1051098	STEEL-GRIP
Registration Number:	1294370	SUPER-FLEX
Registration Number:	1566749	TORQUE-BALANCED
Registration Number:	1586492	TOWERPOWER 35

Registration Number:	668871	TUFWIRE
Registration Number:	822649	TUF-FLEX
Registration Number:	1664696	TUFFY
Registration Number:	633836	TUFFY
Registration Number:	2523916	TUF-GRIP
Registration Number:	1814697	TUF-KOTE
Registration Number:	2319042	UNION
Registration Number:	1145639	WHYTE STRAND
Registration Number:	2597454	WIRECO
Registration Number:	1189098	WIRECO WR
Registration Number:	637584	WIRELON
Registration Number:	822225	WR
Registration Number:	2321772	WR WIRECO
Registration Number:	1657146	WRCA
Registration Number:	2316517	WRCA
Registration Number:	786634	XIP
Registration Number:	1268871	XXIP
Registration Number:	551915	YELLOW STRAND
Registration Number:	865580	YELLOWBRAID

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7698
Email: ksolomon@stblaw.com
Correspondent Name: Mark Solomon, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	07/19/2005

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 17, 2005, is made by WIRE ROPE CORPORATION OF AMERICA, INC., a Delaware corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Secured Term Loan Agreement, dated as of June 17, 2005 (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among the Grantor, the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Term Loan Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of June 17, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, 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 Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Term Loan Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, 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 Term Loan Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure the prompt and complete payment and performance when due of Grantor's Obligations.

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

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Term Loan Agreement and the Guarantee and 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.

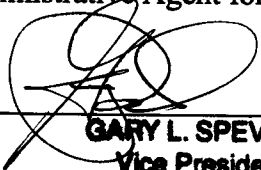
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

WIRE ROPE CORPORATION OF AMERICA, INC.

By: Elizabeth Abu
Name:
Title:

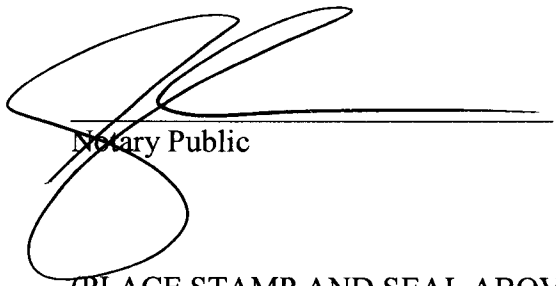
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: **GARY L. SPEVACK**
Title: **Vice President**
JPMorgan Chase Bank, N.A.

STATE OF New York)
) ss
COUNTY OF New York)

On the 17th day of June, 2005, before me personally came Elizabeth A. Low, who is personally known to me to be the Chief Financial Officer of Wire Rope Corporation of America, Inc., a Delaware corporation, who, being duly sworn, did depose and say that she/he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

DEBORAH M. VOYTOVICH
Notary Public, State of New York
No. 02VO4950596
Qualified in Suffolk County
Commission Expires June 11, 2007



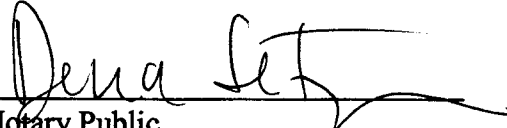
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF)
) ss
COUNTY OF)

On the 17th day of June, 2005, before me personally came Gary L. Spervack, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

DENA SETZER
NOTARY PUBLIC, State of New York
No. 01686115926
Qualified in New York County
Commission Expires Sept. 13, 2008


Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

<u>Trademarks</u>	<u>Registration Number</u>
(Design only)	511,202
(Design only)	659,208
(Design only)	912,107
(Design only)	1,213,787
(Design only)	1,178,813
(Design only)	1,327,980
(Design only)	1,366,060
(Design only)	1,854,444
(Design only)	942,542
(Design only)	576,187
(Design only)	1,243,398
(Design only)	2,824,330
(Design only)	580,161
(Design only)	688,970
7-FLEX	1,608,812
300 FS	784,243
BRAID-LOC	773,924
BLACK STRAND	1,080,192
BRODERICK & BASCOM	2,284,817
BRODRIL (Stylized)	609,794
BROLOC	609,795
FLEX-KOTE	1,777,638
FLEX-X	1,470,416
GRAY STRAND	655,686
HI-FATIGUE (Stylized)	356,888
HI-LASTIC	506,331
HI-VIS	2,365,683
LESCHEN	917,012
LESCHEN (and design)	2,316,516
MACWHYTE	83,754
MACWHYTE (Stylized)	129,992
NORSELAY	856,321
NYCOAT	1,517,770
ORANGE STRAND	1,196,108
PFV	1,029,156
POWER FLEX	1,855,517
POWERSTEEL	662,100
RED CORE	1,470,417
REDLINE	1,242,564
RED-STRAND	933,754
SAFE-GUARD	684,291
SAILBRYTE	1,567,970
SAILBRYTE II	1,946,970
SPACE-LAY	853,481

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STEEL-GRIP	1,051,098
SUPER-FLEX (Stylized)	1,294,370
TORQUE-BALANCED	1,566,749
TOWER POWER 35	1,586,492
TUFWIRE	668,871
TUF-FLEX	822,649
TUFFY (and Design)	1,664,696
TUFFY (and Design)	633,836
TUF-GRIP	2,523,916
TUF-KOTE	1,814,697
UNION (and design)	2,319,042
WHYTE STRAND	1,145,639
WIRECO	2,597,454
WIRECO WR (and Design)	1,189,098
WIRELON (Stylized)	637,584
WR (Stylized)	822,225
WR WIRECO (and design)	2,321,772
WRCA	1,657,146
WRCA (and design)	2,316,517
XIP	786,634
XXIP	1,268,871
YELLOW STRAND (Stylized)	551,915
YELLOWBRAID	865,580
XLT ⁴	Pending