

02-17-2006



MRD 2-16-2006

103126358

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

REA Magnet Wire Company, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank N.A. as Administrative Agent
Internal

Address: Mail Code OH2-5167

Street Address: 50 S. Main Street, 2nd Floor

City: Akron

State: Ohio

Country: USA Zip: 44308

- Association Citizenship National
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) Feb. 10, 2006

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2337849 2437440 2262150 2343832 2028694 2437435

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Magdalini Rizakos

Internal Address:

Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-993-2698

Fax Number: 312-993-9870

Email Address: magdalini.rizakos@lw.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Magdalini Rizakos

Signature

02-15-06

Date

02/17/2006 BYRNE 00000143 2337849

Magdalini Rizakos

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

01 FC:8521
02 FC:8522
03 FC:8523

40.00 DP

125.00 DP

125.00 DP

Documents to be recorded (Including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 10, 2006, by REA MAGNET WIRE COMPANY, INC., a Delaware corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. in its capacity as administrative agent (the "Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Loan Guarantors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the 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 the Secured Parties, that certain Pledge and Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to Agent, for itself and the ratable benefit of the Secured Parties, this Trademark 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.

(a) "Licenses" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to (i) any and all licensing agreements or similar arrangements in and to its Trademarks, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

(b) "Trademarks" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to the following: (i) all U.S. trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto,

including, without limitation, damages, claims, and payments for past and future infringements thereof; and (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

(c) “Secured Parties” means the Agent, the Lenders, their respective Affiliates, and each of their permitted successors and assigns.

(d) All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License; and

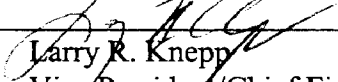
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

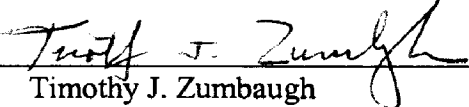
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REA MAGNET WIRE COMPANY, INC.

By: 
Larry R. Knepp
Vice President/Chief Financial Officer

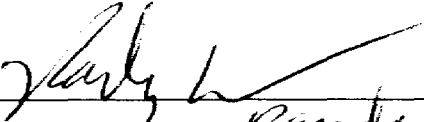
By: 
Timothy J. Zumbaugh
Secretary/Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003250 FRAME: 0411

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Randy Horvath
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

1. Trademark No. 2,337,849 is registered to Rea Magnet Wire Company, Inc.
2. Trademark No. 2,437,440 is registered to Rea Magnet Wire Company, Inc.
3. Trademark No. 2,262,150 for PulseShield is registered to Rea Magnet Wire Company, Inc.
4. Trademark No. 2,343,832 is registered to Rea Magnet Wire Company, Inc.
5. Trademark No. 2,028,694 for Magneflex was originally registered to Southwire Company and was later transferred to Rea Magnet Wire Company, Inc. upon the purchase of the Southwire Osceola Plant.
6. Trademark No. 2,437,435 is registered to Rea Magnet Wire Company, Inc.