



8-5-02

Tab settings

To the Honorable Commissioner of F

102178161

Attached original documents or copy thereof.

1. Name of conveying party(ies):
 GENERAL CABLE TECHNOLOGIES CORPORATION
 4 TESSENER DRIVE
 HIGHLAND HEIGHTS, KY 41076

8-5-02

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK

Internal Address: _____

Street Address: 270 PARK AVENUE

City: NEW YORK State: NY ZIP: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State NY
 Other _____

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 25, 2002

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
 B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

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

Name: PENELOPE ACODOA

Internal Address: FEDERAL RESEARCH CORPORATION

Street Address: 400 SEVENTH STREET NW, SUITE 101

City: WASHINGTON State: DC ZIP: 20004

6. Total number of applications and registrations involved: 162

7. Total fee (37 CFR 3.41).....\$ 4065.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

08/06/2002 TDIRZ1 00000116 0170147

01 FC:481 40.00 OP
 02 FC:482 4025.00 OP

9. 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.

Oghale Jituboh
 Name of Person Signing

DO NOT USE THIS SPACE

Oghale Jituboh
Signature

JULY 3, 2002
Date

Total number of pages including cover sheet, attachments, and document: 162

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

General Cable Technologies Corporation - U.S. Trademark Registrations		
U.S. Mark	Registration Date	Registration No
ANACONDA (Stylized)	10-Jul-23	0,170,147
ANACONDA (Stylized)	02-Oct-23	0,173,938
ANACONDA FROM MINE TO CONSUMER and Design	03-Oct-23	0,175,024
ANACONDA FROM MINE TO CONSUMER and Design	11-Dec-23	0,176,956
MULTI-POWER	29-Aug-50	0,529,902
DURASHEATH	10-Mar-53	0,571,542
DURALOX	27-Aug-57	0,650,849
ANACONDA	18-Aug-59	0,683,537
TAPE CABLE	21-Jun-60	0,699,742
VU-TRON III	24-Jul-62	0,734,859
SUPER GENTHERM	11-Sep-62	0,737,482
HOT SPOT	26-Mar-63	0,747,177
C and Design	02-Apr-63	0,747,536
UNIBLEND	16-Jul-63	0,752,861
SUPERSHEATH	17-Dec-63	0,761,594
CAROL	21-Jan-64	0,763,391
THERMOLENE	12-May-64	0,769,438
CDC	29-Sep-64	0,777,747
QUALFOAM	09-Mar-65	0,786,331
CCW	30-Mar-65	0,787,449
UNICON	30-Aug-66	0,813,862
POWR-FOAM	05-Jul-68	0,848,545
ULTRAFOAM	05-Jul-68	0,848,546
POWR-CENTER	10-Sep-68	0,856,413
PERMALINE	10-Sep-68	0,856,427
CLEARFLEX	10-Sep-68	0,856,428
KLONDIKE and Design	29-Oct-68	0,859,238
UNISHIELD	12-May-70	0,890,839
PRECON	23-Feb-71	0,908,479

FLEXFOIL	18-Jul-72	0,938,010
CAROLITE	15-Aug-72	0,940,874
ANACONDA	17-Oct-89	1,560,471
Design (Arrowhead Logo)	24-Oct-89	1,561,777
FLEXFILL	23-Apr-91	1,642,435
LOCAP	03-Dec-91	1,666,529
ANACONDA	29-Dec-92	1,742,898
PRO GRADE and Design	18-May-93	1,771,262
OFFICE POWER (Stylized)	29-Jun-93	1,778,725
GCC	07-Sep-93	1,791,456
GENERAL CABLE	21-Sep-93	1,793,505
GENERAL CABLE and Design	12-Oct-93	1,797,640
SMART CORDS	23-Oct-93	1,801,401
GENKENE	04-Jan-94	1,814,778
SHOCK SAFE	22-Feb-94	1,822,489
Design (Roleaux)	10-May-94	1,835,234
SNUG PLUG	06-Sep-94	1,853,001
FLEXGUARD	20-Dec-94	1,868,119
SPOOL-PAC	25-Apr-95	1,890,961
LIFETIME PLUS!	29-Aug-95	1,914,725
CONTRACTOR TOUGH and Design	05-Sep-95	1,916,014
GUARDIAN	23-Jan-96	1,951,439
ARCTIC-FLEX	05-Mar-96	1,960,349
PULL-PAC	26-Mar-96	1,963,712
PRO BOOST	28-May-96	1,977,346
PROSPARK	28-Jan-97	2,034,195
WEARNOSE	18-Feb-97	2,038,264
DREAMLAN 5	25-Feb-97	2,041,254
BICC	29-Apr-97	2,058,105
GEN-CORD	15-Jul-97	2,079,066
FROGHIDE	29-Jul-97	2,084,626
Design (Green)	14-Oct-97	2,106,033
Design (Green)	28-Oct-97	2,110,077

ULTRA FLEX	18-Nov-97	2,113,327
GENFLEX	24-Feb-98	2,139,565
TWINTRON	10-Mar-98	2,141,989
CAROL	10-Mar-98	2,142,986
THE POWER OF ONE	17-Mar-98	2,144,068
LIGHTIN' PLUG	07-Apr-98	2,149,738
WEATHERGUARD PLUS	12-May-98	2,157,408
DREAMLAN (Stylized)	16-Jun-98	2,165,706
GENTITE	14-Jul-98	2,173,437
PLUG-IT	29-Sep-98	2,192,121
PLUG-IT and Design	27-Oct-98	2,199,631
DREAMLAN	25-May-99	2,248,017
CONTRACTOR TOUGH	08-Jun-99	2,251,428
PRO FLEX	06-Jul-99	2,258,755
GENTITE-NM	14-Dec-99	2,300,489
CAROLFLEX	15-Feb-00	2,318,110
GEN-MATE (Stylized)	21-Mar-00	2,333,368
COMMAND LINX (Stylized)	25-Apr-00	2,345,430
GEN-MATE	09-May-00	2,348,716
FREP	09-May-00	2,348,737
GENTITE-EF	13-Jun-00	2,358,076
POWR-WING	04-Jul-00	2,364,399
SLIM CLAMP	01-Aug-00	2,373,603
COMMAND LINX	08-Aug-00	2,375,541
GENTITE-ULR	22-Aug-00	2,379,749
MOISTUREGUARD	12-Sep-00	2,386,432
COMMAND LINX PLUS CATEGORY 5	12-Sep-00	2,386,450
COMMAND LINX CATEGORY 3	12-Sep-00	2,386,478
COMMAND LINX CATEGORY 5	12-Sep-00	2,386,747
COOL CORD	19-Sep-00	2,387,562
COMMAND LINX PLUS CATEGORIA 5	17-Oct-00	2,396,454
NO OVERLOAD	31-Oct-00	2,398,850
THE NEW POWER OF ONE	14-Nov-00	2,403,786

Design (Triad)			
EHTC	14-Aug-01	2,477,198	
NVN	02-Oct-01	2,494,468	
PVIC	16-Oct-01	2,498,414	
CHTC	16-Oct-01	2,498,415	
CVTC	15-Jan-02	2,529,403	
	22-Jan-02	2,531,610	

General Cable Technologies Corporation - U.S. Trademark Applications		
U.S. Mark	Date Filed	Application No.
HOMELINX	17-Feb-00	(75/923,430)
SPACE WIRE	14-Mar-00	(75/943,855)
ENERGYGUARD	04-Apr-00	(76/017,628)
VNTC	10-Jul-00	(76/085,814)
Design (Booster Cable Carrying Case)	18-Jul-00	(76/090,823)
ROMEX BRAND	04-Aug-00	(76/103,874)
BICC BRAND	04-Aug-00	(76/104,048)
BICC BRAND & DESIGN	14-Aug-00	(76/108,763)
BI-FILL	14-Aug-00	(76/108,765)
TRI-FILL	14-Aug-00	(76/108,847)
POWRSERV	16-Aug-00	(76/110,438)
ULTRAPOWR	16-Aug-00	(76/110,526)
POWRLINK	16-Aug-00	(76/110,527)
ANACONDA BRAND and Design	16-Aug-00	(76/110,528)
EMPOWR	16-Aug-00	(76/110,554)
ANACONDA BRAND	16-Aug-00	(76/110,556)
POWRNET	16-Aug-00	(76/110,557)
POWRFILL	16-Aug-00	(76/110,565)
POWRMAX	16-Aug-00	(76/110,566)
GENERAL CABLE and Design	08-Sep-00	(76/125,201)
CAROL BRAND	12-Sep-00	(76/126,549)
CAROL BRAND (Stylized)	11-Sep-00	(76/127,321)
CLEAR VIEW	02-Oct-00	(76/138,652)
HOME LINX (Stylized)	15-Nov-00	(76/166,352)
PNH	22-Dec-00	(76/184,903)
POWRMAX (Stylized)	29-Dec-00	(76/187,676)
EMPOWR (Stylized)	29-Dec-00	(76/187,800)
POWRSERV (Stylized)	29-Dec-00	(76/187,838)
POWRNET (Stylized)	29-Dec-00	(76/187,854)
EMPOWR STRIP	09-Jan-01	(76/191,575)

TRANSPWR (Stylized)	09-Jan-01	(76/191,776)
TRANSPWR	09-Jan-01	(76/191,777)
DECOR-CORD	30-Jan-01	(76/201,773)
ZOCBOX	20-Feb-01	(76/212,539)
POLYRAD 150	14-Mar-01	(76/224,389)
POLYRAD XT	17-Aug-00	(76/224,390)
THE SPEED OF LIFE	12-Jun-01	(76/270,126)
GENWRAP	05-Oct-01	(76/322,153)
GEN-SPEED	08-Oct-01	(76/322,484)
POWRPAK (Stylized)	11-Dec-01	(76/347,587)
POWRPAK	11-Dec-01	(76/347,598)
Design (New Roleaux)	12-Dec-01	(76/348,686)
Design (New Roleaux)	12-Dec-01	(76/348,687)
GENERAL CABLE and Design (New Roleaux)	12-Dec-01	(76/348,688)
GENERAL CABLE and Design (New Roleaux)	12-Dec-01	(76/348,689)
GENERAL CABLE and Design (New Roleaux)	12-Dec-01	(76/348,690)
Design (New Roleaux)	12-Dec-01	(76/348,691)
GENERAL CABLE and Design (New Roleaux)	12-Dec-01	(76/348,692)
ANAPACT	12-Dec-01	(76/348,693)
Design (New Roleaux)	12-Dec-01	(76/348,694)
TRU-MARK	04-Jan-02	(76/355,730)

C. TRADEMARKS

U.S. TRADEMARKS

LICENSEE NAME AND ADDRESS	DATE OF LICENSE/ SUBLICENSE	U.S. MARK	REGISTRATION DATE	REGISTRATION NUMBER
Intercompany License Agreement between General Cable Technologies Corporation and General Cable Industries, Inc. By this Agreement, General Cable Technologies Corporation grants a license to use all trademarks provided in Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation".	1/1/2001	See Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation".	Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation".	Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation". 1,793,505
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENERAL CABLE	9/21/93	1,793,505
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENERAL CABLE & DESIGN	10/12/93	1,797,640
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENKENE	1/4/94	1,814,778
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309	10/31/2001	Design (Roleaux)	5/10/94	1,835,234

LICENSEE NAME AND ADDRESS	DATE OF LICENSE/ SUBLICENSE	U.S. MARK	REGISTRATION DATE	REGISTRATION NUMBER
Attn: Sidney J. Nurkin, Esq. Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENFLEX	2/24/98	2,139,565
TruServ Corporation 8600 W. Bryn Mawr Avenue Chicago, Illinois 60631-3505	12/1999	THE POWER OF ONE	3/17/98	2,144,068
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENTITE	7/14/98	2,173,437
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENTITE-NM	12/14/99	2,300,489
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENTITE-EF	6/13/00	2,358,076
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENTITE-ULR	8/22/00	2,379,746

U.S. TRADEMARK APPLICATIONS

LICENSEE NAME AND ADDRESS	DATE OF LICENSE/ SUBLICENSE	U.S. MARK	REGISTRATION DATE	REGISTRATION NUMBER
Intercompany License Agreement between General Cable Technologies Corporation and General Cable Industries, Inc. By this Agreement General Cable Technologies Corporation grants a license to use all trademark applications provided in Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation."	1/1/2001	See Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation."	See Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation."	See Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation."

D. Others

There are no other licenses granted by General Cable Technologies Corporation

FIRST AMENDMENT dated as of April 25, 2002 (this "Amendment") to the SECURITY AGREEMENT dated as of May 28, 1999, among GENERAL CABLE CORPORATION, a Delaware corporation (the "Company"), each subsidiary of the Company listed on Schedule I thereto or becoming a party thereto as provided in Section 7.15 (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors and the Company are referred to collectively herein and therein as the "Grantors") and JPMORGAN CHASE BANK (formerly known as THE CHASE MANHATTAN BANK), a New York banking corporation ("JPMCB"), as collateral agent (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to the Credit Agreement dated as of May 28, 1999, as amended by the First Amendment dated as of October 8, 1999, the Second Amendment, Consent and Waiver dated as of March 9, 2000, the Third Amendment Consent and Waiver dated as of January 24, 2001 and the Fourth Amendment dated as of April 19, 2002 (as may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, GK Technologies, Incorporated, General Cable Holdings (UK) Limited, General Cable Acquisitions (Spain), S.A., General Cable Holdings, Inc., the Borrowing Subsidiaries from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), JPMCB, as administrative agent, swingline lender, Collateral Agent and issuing bank (in such capacity, the "Issuing Bank"), J.P. Morgan Europe Limited (formerly known as Chase Manhattan International Limited), as London Agent, and Bank One, Michigan, Merrill Lynch Capital Corporation and PNC Bank, National Association, as Co-Documentation Agents;

WHEREAS, the Company has requested that certain provisions of the Credit Agreement be modified in the manner provided in the Fourth Amendment dated as of April 19, 2002 (the "Amendment to the Credit Agreement") among the Company, GK Technologies, Incorporated, General Cable Holdings (UK) Limited, General Cable Acquisitions (Spain), S.A., General Cable Holdings, Inc., the other Borrowing Subsidiaries from time to time party thereto, JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent for the Lenders (in such capacity, the "Collateral Agent"), J.P. Morgan Europe Limited (formerly known as Chase Manhattan International Limited), as London Agent, and Bank One, Michigan, Merrill Lynch Capital Corporation and PNC Bank, National Association, as Co-Documentation Agents, and the parties thereto have agreed to such modifications on the terms and subject to the conditions set forth in the Amendment to the Credit Agreement;

WHEREAS, in connection with such Amendment to the Credit Agreement, the Company has requested that certain provisions of the Security Agreement be modified in the matter provided in this Amendment, and the parties hereto agree to such modifications on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Company, the Subsidiary Guarantors and the Collateral Agent agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement.

SECTION 2. Amendment to Article I. (a) Section 1.01 of the Security Agreement is hereby amended by inserting the following sentence at the end thereof:

"All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC."

(b) The definition of "Collateral" in Section 1.02 of the Security Agreement is hereby amended and restated in its entirety as follows:

"Collateral" means all (a) Accounts, (b) Accounts Receivable, (c) Chattel Paper, (d) Deposit Accounts, (e) Documents, (f) Equipment, (g) General Intangibles, (h) Instruments, (i) Inventory, (j) cash and cash accounts (including the Collection Deposit Accounts), (k) Investment Property, (l) Indebtedness, (m) Letter-of-Credit rights, (n) all

other categories of collateral in which a security interest can be perfected by the filing of financing statements in the appropriate filing offices under the Uniform Commercial Code as in effect in any jurisdiction and (o) Proceeds."

(c) The definition of "General Intangibles" in Section 1.02 of the Security Agreement is hereby amended by deleting the words "shall not include any Intellectual Property" and inserting in their place the words "shall include all Intellectual Property of any Grantor".

(d) The definition of "Intellectual Property" in Section 1.02 of the Security Agreement is hereby amended and restated in its entirety as follows:

"Intellectual Property" means all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing."

(e) The following defined terms are added to Section 1.02 of the Security Agreement in the correct alphabetical order:

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule IV.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule [] (other than those license agreements in existence on the date hereof and listed on Schedule []).

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

'Trademarks' means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill."

SECTION 3. Amendment to Article III. Article III of the Security Agreement is hereby amended as follows:

(a) Section 3.02 is hereby amended and restated in its entirety as follows:

"SECTION 3.02. Filings. The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights), recordings and registrations that are necessary under the Uniform Commercial Code as in effect in each relevant jurisdiction to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements; and (ii) each Grantor represents and warrants that a fully executed agreement in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof)."

(b) Section 3.03 of the Security Agreement is hereby amended by deleting the word "and" immediately before subclause (b) thereof and inserting in lieu thereof a comma (",") and by inserting the words "and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable" immediately after the words "Uniform Commercial Code".

(c) Section 3.04 is hereby amended and restated in its entirety as follows:

"SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. No Grantor has filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar

instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement."

SECTION 4. Amendment to Section 4.03 Section 4.03 of the Security Agreement is hereby amended by adding the following paragraph at the end of that Section:

"Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral agent of the specific identification of such Collateral."

SECTION 5. Amendment to Article VI. Article VI of the Security Agreement is hereby amended as follows:

(a) Section 6.01 of the Security Agreement is hereby amended by inserting immediately following the words "different times:" in the first sentence thereof, the following:

"(a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b)".

(b) Article VI of the Security Agreement is hereby amended by inserting the following section at the end thereof:

"SECTION 5.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default."

SECTION 6. Amendment to Schedules. The Schedules to the Security Agreement are hereby amended by inserting Schedule II attached hereto after Schedule I.

SECTION 7. Representations and Warranties. To induce the Collateral Agent to enter into this Amendment, the Company and each Borrowing Subsidiary represents and warrants that, as of the Amendment Effective Date:

(a) After giving effect to this Amendment, the representations and warranties set forth in Article III of the Security Agreement are true and correct in all material respects on and as of the

Amendment Effective Date with the same effect as though made on and as of the Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date.

(b) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

(c) The execution, delivery and performance by each of the Borrowers of this Amendment have been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, notice to or action by, any person (including any Governmental Authority) in order to be effective and enforceable. The Security Agreement as amended by this Amendment constitutes the legal, valid and binding obligation of each of the Borrowers, enforceable against each of them in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 8. Conditions to Effectiveness. This Amendment shall become effective only upon the satisfaction of the following conditions (the date on which all such conditions shall have been satisfied being called the "Amendment Effective Date"):

(a) the Collateral Agent shall have received (i) counterparts of this Amendment that, when taken together, bear the signatures of the Company, each Subsidiary Guarantor and the Lenders and (ii) the Amendment to the Credit Agreement shall be effective.

SECTION 9. Effect of Amendment. On and after the date of effectiveness of this Amendment (the "Amendment Effective Date"), each reference in the Security Agreement to "this Agreement", "hereunder", "herein", or words of like import shall mean and be a reference to the Security Agreement, as amended hereby. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute an Amendment of or otherwise affect the rights and remedies of the Secured Parties or the Collateral Agent under the Security Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Security Agreement or any other provision of the Security Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrowers or any Subsidiary Guarantor to a consent to, or an Amendment, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Security Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions of the Security Agreement specifically referred to herein. This Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 10. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of any executed counterpart of a signature page of this Amendment by facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 11. Applicable Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 12. Expenses. The Company agrees to pay the reasonable out of pocket expenses incurred by the Administrative Agent in connection with the preparation of this Amendment including the reasonable fees, disbursements and other charges of its counsel.

SECTION 13. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers, all as of the date and year first above written.

GENERAL CABLE CORPORATION,

by Christopher F. Virgulak
Name: Christopher F. Virgulak
Title: Executive Vice President

GK TECHNOLOGIES, INCORPORATED

by Christopher F. Virgulak
Name: Christopher F. Virgulak
Title: Executive Vice President

GENERAL CABLE HOLDINGS, INC.,

by Christopher F. Virgulak
Name: Christopher F. Virgulak
Title: Executive Vice President

DIVERSIFIED CONTRACTORS, INC.,

by Robert J. Siverd
Name: Robert J. Siverd
Title: President

GENCA CORPORATION,

by Christopher F. Virgulak
Name: Christopher F. Virgulak
Title: Executive Vice President

GENERAL CABLE INDUSTRIES, INC.,

by Robert J. Siverd
Name: Robert J. Siverd
Title: Executive Vice President

GENERAL CABLE INDUSTRIES LLC,

by



Name: Robert J. Siverd
Title: Executive Vice President

GENERAL CABLE MANAGEMENT, LLC,

by



Name: Robert J. Siverd
Title: Executive Vice President

GENERAL CABLE OVERSEAS HOLDINGS, INC.,

by



Name: Robert J. Siverd
Title: Executive Vice President

GENERAL CABLE RESOURCES CORPORATION,

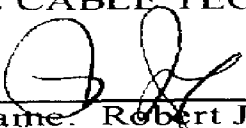
by



Name: Robert J. Siverd
Title: Executive Vice President

GENERAL CABLE TECHNOLOGIES CORPORATION,

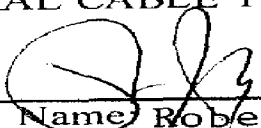
by



Name: Robert J. Siverd
Title: Executive Vice President

GENERAL CABLE TEXAS OPERATIONS L.P.,

by



Name: Robert J. Siverd
Title: Executive Vice President

MARATHON MANUFACTURING HOLDINGS, INC.,

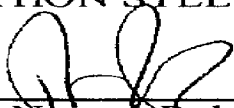
by



Name: Robert J. Siverd
Title: President

MARATHON STEEL COMPANY,

by



Name: Robert J. Siverd
Title: President

MLTC COMPANY,

by



Name: Robert J. Siverd
Title: President

JPMORGAN CHASE BANK (formerly known as THE
CHASE MANHATTAN BANK) as Collateral Agent,

by

Name:
Title:

MARATHON STEEL COMPANY,

by

Name: Robert J. Siverd
Title: President

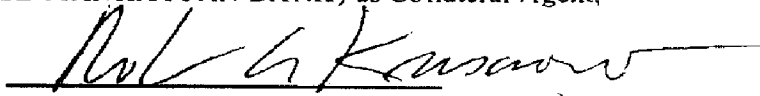
MLTC COMPANY,

by

Name: Robert J. Siverd
Title: President

JPMORGAN CHASE BANK (formerly known as THE
CHASE MANHATTAN BANK) as Collateral Agent,

by



Name: Robert A. Kasnow
Title: Vice President

U.S. COPYRIGHTS OWNED BY GENERAL CABLE TECHNOLOGIES CORPORATION

U.S. Copyright Registrations

Title of Work	Registration No	Author
Crescent Automotive Wire and Cable Catalog 115	A 388009	Crescent Company, Inc.
Catalog 116	A 428093	Crescent Company, Inc.
Crescent Automotive Wire and Cable Catalog No. 115	Kk 138236	Crescent Company, Inc.
Control Circuits End Up Better With Carol Portable Control Cable on the Job...	Kk 204496	Carol Cable Company, Inc.
Crescent Wiry Joe Battery Cable	Kk 72577	Crescent Company, Inc.
Brand-Rex Wire and Cable Engineering Guide	TX 48-921	Brand-Rex Company
General Cable Corporation Annual Report 1978	TX 301-648	GK Technologies, Incorporated
Columbia Electronic Cables (Publication Number CEC-MC-681)	TX 885-947	Avnet, Inc.
Package for Booster Cable	TX 1-993-003	Carol Cable Company, Inc.
Sleeve Package for Booster Cable	TX 2-043-301	Carol Cable Company, Inc.
Electrical Extension Cord Packaging	TX 2-159-355	Carol Cable Company, Inc.
Carol Cable - Wire & Cable Catalog	TX 2-393-130	Carol Cable Company, Inc.
Angle Clamp Booster Cable Packaging	TX 2-451-091	Carol Cable Company, Inc.
Spark Plug Wire Set Packaging	TX 2-464-854	Carol Cable Company, Inc.
Lamp/Fixture/Fan Parts Packaging	TX 2-487-183	Carol Cable Company, Inc.
Charge Safe Booster Cable Package	TX 2-658-450	Carol Cable Company, Inc.
1989 Carol Spark Plug Wire Set Application Catalog	TX 2-761-542	Carol Cable Company, Inc.
"Tell Them to Bring in Their Tired, Their Frayed, Their Torn." Carol Cord set Trade-In Program	TX 2-804-279	Carol Cable Company, Inc.
Carol Automotive Products, Catalog 49	TX 2-958-310	Carol Cable Company, Inc.
Carol Extension Cords, Catalog CPD-CC-390	TX 2-959-991	Carol Cable Company, Inc.
Online Tape Extensibility & Usage Monitor	TX 3-310-353	GK Technologies, Incorporated
Instrumentation, Power and Control Cable Training Module	TX 5-471-034	General Cable Technologies Corporation

Pending U.S. Copyright Applications for Registration

Title	Author	Class	Date Filed
Fiber Optics Cable Training Module	General Cable Technologies Cor		TX 8-Nov-01

U.S. COPYRIGHTS OWNED BY GENERAL CABLE CORPORATION

NONE

U.S. COPYRIGHTS OWNED BY GK TECHNOLOGIES, INCORPORATED

NONE

U.S. COPYRIGHTS OWNED BY GENERAL CABLE HOLDINGS, INC.

NONE

U.S. COPYRIGHTS OWNED BY GENERAL CABLE INDUSTRIES, INC.

NONE

U.S. COPYRIGHTS OWNED BY GENERAL CABLE INDUSTRIES, LLC

NONE

U.S. COPYRIGHTS OWNED BY GENERAL CABLE MANAGEMENT LLC

NONE

U.S. COPYRIGHTS OWNED BY GENERAL CABLE OVERSEAS HOLDINGS, INC.

NONE

U.S. COPYRIGHTS OWNED BY GENERAL CABLE RESOURCES CORPORATION

NONE

U.S. COPYRIGHTS OWNED BY GENERAL CABLE TEXAS OPERATIONS L.P.

NONE

U.S. COPYRIGHTS OWNED BY GENCA CORPORATION

NONE

U.S. COPYRIGHTS OWNED BY DIVERSIFIED CONTRACTORS, INC.

NONE

U.S. COPYRIGHTS OWNED BY MLTC COMPANY

NONE

U.S. COPYRIGHTS OWNED BY MARATHON MANUFACTURING HOLDINGS, INC.

NONE

U.S. COPYRIGHTS OWNED BY MARATHON STEEL COMPANY

NONE

General Cable Technologies Corporation - U.S. Trademark Registrations		
U.S. Mark	Registration Date	Registration No
ANACONDA (Stylized)	10-Jul-23	0,170,147
ANACONDA (Stylized)	02-Oct-23	0,173,938
ANACONDA FROM MINE TO CONSUMER and Design	03-Oct-23	0,175,024
ANACONDA FROM MINE TO CONSUMER and Design	11-Dec-23	0,176,956
MULTI-POWER	29-Aug-50	0,529,902
DURASHEATH	10-Mar-53	0,571,542
DURALOX	27-Aug-57	0,650,849
ANACONDA	18-Aug-59	0,683,537
TAPE CABLE	21-Jun-60	0,699,742
VU-TRON III	24-Jul-62	0,734,859
SUPER GENTHERM	11-Sep-62	0,737,482
HOT SPOT	26-Mar-63	0,747,177
C and Design	02-Apr-63	0,747,536
UNIBLEND	16-Jul-63	0,752,861
SUPERSHEATH	17-Dec-63	0,761,594
CAROL	21-Jan-64	0,763,391
THERMOLENE	12-May-64	0,769,438
CDC	29-Sep-64	0,777,747
QUALFOAM	09-Mar-65	0,786,331
CCW	30-Mar-65	0,787,449
UNICON	30-Aug-66	0,813,862
POWER-FOAM	05-Jul-68	0,848,545
ULTRAFOAM	05-Jul-68	0,848,546
POWER-CENTER	10-Sep-68	0,856,413
PERMALINE	10-Sep-68	0,856,427
CLEARFLEX	10-Sep-68	0,856,428
KLONDIKE and Design	29-Oct-68	0,859,238
UNISHIELD	12-May-70	0,890,839
PRECON	23-Feb-71	0,908,479

FLEXFOIL	18-Jul-72	0,938,010
CAROLITE	15-Aug-72	0,940,874
ANACONDA	17-Oct-89	1,560,471
Design (Arrowhead Logo)	24-Oct-89	1,561,777
FLEXFILL	23-Apr-91	1,642,435
LOCAP	03-Dec-91	1,666,529
ANACONDA	29-Dec-92	1,742,898
PRO GRADE and Design	18-May-93	1,771,262
OFFICE POWER (Stylized)	29-Jun-93	1,778,725
GCC	07-Sep-93	1,791,456
GENERAL CABLE	21-Sep-93	1,793,505
GENERAL CABLE and Design	12-Oct-93	1,797,640
SMART CORDS	23-Oct-93	1,801,401
GENKENE	04-Jan-94	1,814,778
SHOCK SAFE	22-Feb-94	1,822,489
Design (Roleaux)	10-May-94	1,835,234
SNUG PLUG	06-Sep-94	1,853,001
FLEXGUARD	20-Dec-94	1,868,119
SPOOL-PAC	25-Apr-95	1,890,961
LIFETIME PLUS!	29-Aug-95	1,914,725
CONTRACTOR TOUGH and Design	05-Sep-95	1,916,014
GUARDIAN	23-Jan-96	1,951,439
ARCTIC-FLEX	05-Mar-96	1,960,349
PULL-PAC	26-Mar-96	1,963,712
PRO BOOST	28-May-96	1,977,346
PROSPARK	28-Jan-97	2,034,195
WEARNOSE	18-Feb-97	2,038,264
DREAMLAN 5	25-Feb-97	2,041,254
BICC	29-Apr-97	2,058,105
GEN-CORD	15-Jul-97	2,079,066
FROGHIDE	29-Jul-97	2,084,626
Design (Green)	14-Oct-97	2,106,033
Design (Green)	28-Oct-97	2,110,077

ULTRA FLEX	18-Nov-97	2,113,327
GENFLEX	24-Feb-98	2,139,565
TWINTRON	10-Mar-98	2,141,989
CAROL	10-Mar-98	2,142,986
THE POWER OF ONE	17-Mar-98	2,144,068
LIGHTIN' PLUG	07-Apr-98	2,149,738
WEATHERGUARD PLUS	12-May-98	2,157,408
DREAMLAN (Stylized)	16-Jun-98	2,165,706
GENTITE	14-Jul-98	2,173,437
PLUG-IT	29-Sep-98	2,192,121
PLUG-IT and Design	27-Oct-98	2,199,631
DREAMLAN	25-May-99	2,248,017
CONTRACTOR TOUGH	08-Jun-99	2,251,428
PRO FLEX	06-Jul-99	2,258,755
GENTITE-NM	14-Dec-99	2,300,489
CAROLFLEX	15-Feb-00	2,318,110
GEN-MATE (Stylized)	21-Mar-00	2,333,368
COMMAND LINX (Stylized)	25-Apr-00	2,345,430
GEN-MATE	09-May-00	2,348,716
FREP	09-May-00	2,348,737
GENTITE-EF	13-Jun-00	2,358,076
POWR-WING	04-Jul-00	2,364,399
SLIM CLAMP	01-Aug-00	2,373,603
COMMAND LINX	08-Aug-00	2,375,541
GENTITE-ULR	22-Aug-00	2,379,749
MOISTUREGUARD	12-Sep-00	2,386,432
COMMAND LINX PLUS CATEGORY 5	12-Sep-00	2,386,450
COMMAND LINX CATEGORY 3	12-Sep-00	2,386,478
COMMAND LINX CATEGORY 5	12-Sep-00	2,386,747
COOL CORD	19-Sep-00	2,387,562
COMMAND LINX PLUS CATEGORY 5	17-Oct-00	2,396,454
NO OVERLOAD	31-Oct-00	2,398,850
THE NEW POWER OF ONE	14-Nov-00	2,403,786

Design (Triad)			
EHTC	14-Aug-01	2,477,198	
NVN	02-Oct-01	2,494,468	
PVIC	16-Oct-01	2,498,414	
CHTC	16-Oct-01	2,498,415	
CVTC	15-Jan-02	2,529,403	
	22-Jan-02	2,531,610	

General Cable Technologies Corporation - U.S. Trademark Applications		
U.S. Mark	Date Filed	Application No.
HOMELINX	17-Feb-00	(75/923,430)
SPACE WIRE	14-Mar-00	(75/943,855)
ENERGYGUARD	04-Apr-00	(76/017,628)
VNTC	10-Jul-00	(76/085,814)
Design (Booster Cable Carrying Case)	18-Jul-00	(76/090,823)
ROMEX BRAND	04-Aug-00	(76/103,874)
BICC BRAND	04-Aug-00	(76/104,048)
BICC BRAND & DESIGN	14-Aug-00	(76/108,763)
BI-FILL	14-Aug-00	(76/108,765)
TRI-FILL	14-Aug-00	(76/108,847)
POWRSERV	16-Aug-00	(76/110,438)
ULTRAPOWR	16-Aug-00	(76/110,526)
POWRLINK	16-Aug-00	(76/110,527)
ANACONDA BRAND and Design	16-Aug-00	(76/110,528)
EMPOWR	16-Aug-00	(76/110,554)
ANACONDA BRAND	16-Aug-00	(76/110,556)
POWRNET	16-Aug-00	(76/110,557)
POWRFILL	16-Aug-00	(76/110,565)
POWRMAX	16-Aug-00	(76/110,566)
GENERAL CABLE and Design	08-Sep-00	(76/125,201)
CAROL BRAND	12-Sep-00	(76/126,549)
CAROL BRAND (Stylized)	11-Sep-00	(76/127,321)
CLEAR VIEW	02-Oct-00	(76/138,652)
HOME LINX (Stylized)	15-Nov-00	(76/166,352)
PNH	22-Dec-00	(76/184,903)
POWRMAX (Stylized)	29-Dec-00	(76/187,676)
EMPOWR (Stylized)	29-Dec-00	(76/187,800)
POWRSERV (Stylized)	29-Dec-00	(76/187,838)
POWRNET (Stylized)	29-Dec-00	(76/187,854)
EMPOWR STRIP	09-Jan-01	(76/191,575)

TRANSPWR (Stylized)	09-Jan-01	(76/191,776)
TRANSPWR	09-Jan-01	(76/191,777)
DECOR-CORD	30-Jan-01	(76/201,773)
ZOCBOX	20-Feb-01	(76/212,539)
POLYRAD 150	14-Mar-01	(76/224,389)
POLYRAD XT	17-Aug-00	(76/224,390)
THE SPEED OF LIFE	12-Jun-01	(76/270,126)
GENWRAP	05-Oct-01	(76/322,153)
GEN-SPEED	08-Oct-01	(76/322,484)
POWRPAK (Stylized)	11-Dec-01	(76/347,587)
POWRPAK	11-Dec-01	(76/347,598)
Design (New Roleaux)	12-Dec-01	(76/348,686)
Design (New Roleaux)	12-Dec-01	(76/348,687)
GENERAL CABLE and Design (New Roleaux)	12-Dec-01	(76/348,688)
GENERAL CABLE and Design (New Roleaux)	12-Dec-01	(76/348,689)
GENERAL CABLE and Design (New Roleaux)	12-Dec-01	(76/348,690)
Design (New Roleaux)	12-Dec-01	(76/348,691)
GENERAL CABLE and Design (New Roleaux)	12-Dec-01	(76/348,692)
ANAPACT	12-Dec-01	(76/348,693)
Design (New Roleaux)	12-Dec-01	(76/348,694)
TRU-MARK	04-Jan-02	(76/355,730)

U.S. TRADEMARKS OWNED BY GENERAL CABLE CORPORATION

NONE

U.S. TRADEMARKS OWNED BY GK TECHNOLOGIES, INCORPORATED

NONE

U.S. TRADEMARKS OWNED BY GENERAL CABLE HOLDINGS, INC.

NONE

U.S. TRADEMARKS OWNED BY GENERAL CABLE INDUSTRIES, INC.

NONE

U.S. TRADEMARKS OWNED BY GENERAL CABLE INDUSTRIES, LLC

NONE

U.S. TRADEMARKS OWNED BY GENERAL CABLE MANAGEMENT LLC

NONE

U.S. TRADEMARKS OWNED BY GENERAL CABLE OVERSEAS HOLDINGS, INC.

NONE

U.S. TRADEMARKS OWNED BY GENERAL CABLE RESOURCES CORPORATION

NONE

U.S. TRADEMARKS OWNED BY GENERAL CABLE TEXAS OPERATIONS L.P.

NONE

U.S. TRADEMARKS OWNED BY GENCA CORPORATION

NONE

U.S. TRADEMARKS OWNED BY DIVERSIFIED CONTRACTORS, INC.

NONE

U.S. TRADEMARKS OWNED BY MLTC COMPANY

NONE

U.S. TRADEMARKS OWNED BY MARATHON MANUFACTURING HOLDINGS, INC.

NONE

U.S. TRADEMARKS OWNED BY MARATHON STEEL COMPANY

NONE

PATENTS OWNED BY GENERAL CABLE TECHNOLOGIES CORPORATION

U.S. Patent Registrations	
Patent Numbers	Issue Date
6,294,256	9/25/2001
6,291,772	9/18/2001
6,274,066	8/14/2001
6,253,930	7/03/2001
6,254,924	7/03/2001
6,013,202	1/11/2000
5,889,117	3/30/1999
5,810,135	9/22/1998
5,767,441	6/16/1998
5,556,697	9/17/1996
5,460,885	10/24/1995
5,369,559	11/29/1994
5,315,476	5/24/1994
4,826,457	5/02/1989
4,806,425	2/21/1989
4,743,209	5/10/1988
4,677,418	6/30/1987
4,667,381	5/26/1987
4,468,089	8/28/1984
4,467,138	8/21/1984
D434725	12/5/2000

D402962	12/22/1998
D378586	3/25/1997
D376348	12/10/1996
D372458	8/06/1996
D370203	5/28/1996
D369142	4/23/1996
D365083	12/12/1995
D363462	10/24/1995
D362228	9/12/1995

U.S. PATENT APPLICATIONS

Patent Application Number	Filing Date
10/094,805	3/12/2002
10/067,849	2/08/2002
10/016,514	12/17/2001
09/923,436	8/08/2001
09/912,395	7/26/2001
09/765,297	1/22/2001
09/698,178	10/30/2000
09/643,234	8/22/2000
60/341,437	12/20/2001
60/295,830	6/06/2001

U.S. PATENTS OWNED BY GENERAL CABLE CORPORATION

NONE

U.S. PATENTS OWNED BY GK TECHNOLOGIES, INCORPORATED

NONE

U.S. PATENTS OWNED BY GENERAL CABLE HOLDINGS, INC.

NONE

U.S. PATENTS OWNED BY GENERAL CABLE INDUSTRIES, INC.

NONE

U.S. PATENTS OWNED BY GENERAL CABLE INDUSTRIES, LLC

NONE

U.S. PATENTS OWNED BY GENERAL CABLE MANAGEMENT LLC

NONE

U.S. PATENTS OWNED BY GENERAL CABLE OVERSEAS HOLDINGS, INC.

NONE

U.S. PATENTS OWNED BY GENERAL CABLE RESOURCES CORPORATION

NONE

U.S. PATENTS OWNED BY GENERAL CABLE TEXAS OPERATIONS L.P.

NONE

U.S. PATENTS OWNED BY GENCA CORPORATION

NONE

U.S. PATENTS OWNED BY DIVERSIFIED CONTRACTORS, INC.

NONE

U.S. PATENTS OWNED BY MLTC COMPANY

NONE

U.S. PATENTS OWNED BY MARATHON MANUFACTURING HOLDINGS, INC.

NONE

U.S. PATENTS OWNED BY MARATHON STEEL COMPANY

NONE

LICENSES

PART I

LICENSES/SUBLICENSES OF GENERAL CABLE TECHNOLOGIES CORPORATION AS LICENSOR ON DATE HEREOF

A. Copyrights

There are no U.S. Copyright Licenses granted by General Cable Technologies Corporation

B. PATENTS

U.S. PATENTS

There are no U.S. Patent Licenses granted by General Cable Technologies Corporation

U.S. PATENT APPLICATIONS

There are no U.S. Patent Application Licenses granted by General Cable Technologies Corporation

C. TRADEMARKS

U.S. TRADEMARKS

LICENSEE NAME AND ADDRESS	DATE OF LICENSE/ SUBLICENSE	U.S. MARK	REGISTRATION DATE	REGISTRATION NUMBER
Intercompany License Agreement between General Cable Technologies Corporation and General Cable Industries, Inc. By this Agreement, General Cable Technologies Corporation grants a license to use all trademarks provided in Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation".	1/1/2001	See Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation".	Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation".	Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation". 1,793,505
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENERAL CABLE	9/21/93	
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENERAL CABLE & DESIGN	10/12/93	1,797,640
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENKENE	1/4/94	1,814,778
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309	10/31/2001	Design (Roleaux)	5/10/94	1,835,234

LICENSEE NAME AND ADDRESS	DATE OF LICENSE/ SUBLICENSE	U.S. MARK	REGISTRATION DATE	REGISTRATION NUMBER
Attn: Sidney J. Nurkin, Esq. Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENFLEX	2/24/98	2,139,565
TruServ Corporation 8600 W. Bryn Mawr Avenue Chicago, Illinois 60631-3505	12/1999	THE POWER OF ONE	3/17/98	2,144,068
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENTITE	7/14/98	2,173,437
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENTITE-NM	12/14/99	2,300,489
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENTITE-EF	6/13/00	2,358,076
Southwire Corporation c/o Alston & Bird LLP One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309 Attn: Sidney J. Nurkin, Esq.	10/31/2001	GENTITE-ULR	8/22/00	2,379,746

U.S. TRADEMARK APPLICATIONS

LICENSEE NAME AND ADDRESS	DATE OF LICENSE/ SUBLICENSE	U.S. MARK	REGISTRATION DATE	REGISTRATION NUMBER
Intercompany License Agreement between General Cable Technologies Corporation and General Cable Industries, Inc. By this Agreement General Cable Technologies Corporation grants a license to use all trademark applications provided in Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation."	1/1/2001	See Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation."	See Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation."	See Schedule II to Security Agreement entitled "Trademarks Owned by General Cable Technologies Corporation."

D. Others

There are no other licenses granted by General Cable Technologies Corporation

LICENSES

PART I

LICENSES/SUBLICENSES OF GENERAL CABLE CORPORATION AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by General Cable Corporation

B. PATENTS

There are no U.S. Patent Licenses granted by General Cable Corporation

Patent Applications

There are no U.S. Patent Application Licenses granted by General Cable Corporation

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by General Cable Corporation

Trademark Applications

There are no U.S. Trademark Application Licenses granted by General Cable Corporation

D. Others

There are no other licenses granted by General Cable Corporation

LICENSES

PART I

LICENSES/SUBLICENSES OF GK TECHNOLOGIES, INCORPORATED AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by GK Technologies, Incorporated

B. PATENTS

There are no U.S. Patent Licenses granted by GK Technologies, Incorporated

Patent Applications

There are no U.S. Patent Application Licenses granted by GK Technologies,
Incorporated

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by GK Technologies,
Incorporated

Trademark Applications

There are no U.S. Trademark Application Licenses granted by GK Technologies,
Incorporated

D. Others

There are no other licenses granted by GK Technologies, Incorporated

LICENSES

PART I

LICENSES/SUBLICENSES OF GENERAL CABLE HOLDINGS, INC. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by General Cable Holdings, Inc.

B. PATENTS

There are no U.S. Patent Licenses granted by General Cable Holdings, Inc.

Patent Applications

There are no U.S. Patent Application Licenses granted by General Cable Holdings, Inc.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by General Cable Holdings, Inc.

Trademark Applications

There are no U.S. Trademark Application Licenses granted by General Cable Holdings, Inc.

D. Others

There are no other licenses granted by General Cable Holdings, inc.

LICENSES

PART I

LICENSES/SUBLICENSES OF GENERAL CABLE INDUSTRIES, INC. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by General Cable Industries, Inc.

B. PATENTS

There are no U.S. Patent Licenses granted by General Cable Industries, Inc.

Patent Applications

There are no U.S. Patent Application Licenses granted by General Cable Industries, Inc.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by General Cable Industries, Inc.

Trademark Applications

There are no U.S. Trademark Application Licenses granted by General Cable Industries, Inc.

D. Others

There are no other licenses granted by General Cable Industries, Inc.

LICENSES

PART I

LICENSES/SUBLICENSES OF GENERAL CABLE INDUSTRIES, LLC AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by General Cable Industries, LLC

B. PATENTS

There are no U.S. Patent Licenses granted by General Cable Industries, LLC

Patent Applications

There are no U.S. Patent Application Licenses granted by General Cable
Industries, LLC

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by General Cable Industries,
LLC

Trademark Applications

There are no U.S. Trademark Application Licenses granted by General Cable
Industries, LLC

D. Others

There are no other licenses granted by General Cable Industries, LLC

LICENSES

PART I

LICENSES/SUBLICENSES OF GENERAL CABLE MANAGEMENT LLC AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by General Cable Management
LLC

B. PATENTS

There are no U.S. Patent Licenses granted by General Cable Management LLC

Patent Applications

There are no U.S. Patent Application Licenses granted by General Cable
Management LLC

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by General Cable Management
LLC

Trademark Applications

There are no U.S. Trademark Application Licenses granted by General Cable
Management LLC

D. Others

There are no other licenses granted by General Cable Management LLC

LICENSES

PART I

LICENSES/SUBLICENSES OF GENERAL CABLE OVERSEAS HOLDINGS, INC. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by General Cable Overseas Holdings, Inc.

B. PATENTS

There are no U.S. Patent Licenses granted by General Cable Overseas Holdings, Inc.

Patent Applications

There are no U.S. Patent Application Licenses granted by General Cable Overseas Holdings, Inc.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by General Cable Overseas Holdings, Inc.

Trademark Applications

There are no U.S. Trademark Application Licenses granted by General Cable Overseas Holdings, Inc.

D. Others

There are no other licenses granted by General Cable Overseas Holdings, Inc.

LICENSES

PART I

LICENSES/SUBLICENSES OF GENERAL CABLE RESOURCES CORPORATION AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by General Cable Resources Corporation

B. PATENTS

There are no U.S. Patent Licenses granted by General Cable Resources Corporation

Patent Applications

There are no U.S. Patent Application Licenses granted by General Cable Resources Corporation

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by General Cable Resources Corporation

Trademark Applications

There are no U.S. Trademark Application Licenses granted by General Cable Resources Corporation

D. Others

There are no other licenses granted by General Cable Resources Corporation

LICENSES

PART I

LICENSES/SUBLICENSES OF GENERAL CABLE TEXAS OPERATIONS L.P. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by General Cable Texas
Operations L.P.

B. PATENTS

There are no U.S. Patent Licenses granted by General Cable Texas Operations
L.P.

Patent Applications

There are no U.S. Patent Application Licenses granted by General Cable Texas
Operations L.P.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by General Cable Texas
Operations L.P.

Trademark Applications

There are no U.S. Trademark Application Licenses granted by General Cable
Texas Operations L.P.

D. Others

There are no other licenses granted by General Cable Texas Operations L.P.

LICENSES

PART I

LICENSES/SUBLICENSES OF GENCA CORPORATION AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by Genca Corporation

B. PATENTS

There are no U.S. Patent Licenses granted by Genca Corporation

Patent Applications

There are no U.S. Patent Application Licenses granted by Genca Corporation

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by Genca Corporation

Trademark Applications

There are no U.S. Trademark Application Licenses granted by Genca
Corporation

D. Others

There are no other licenses granted by Genca Corporation

LICENSES

PART I

LICENSES/SUBLICENSES OF DIVERSIFIED CONTRACTORS, INC. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by Diversified Contractors, Inc.

B. PATENTS

There are no U.S. Patent Licenses granted by Diversified Contractors, Inc.

Patent Applications

There are no U.S. Patent Application Licenses granted by Diversified
Contractors, Inc.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by Diversified Contractors, Inc.

Trademark Applications

There are no U.S. Trademark Application Licenses granted by Diversified
Contractors, Inc.

D. Others

There are no other licenses granted by Diversified Contractors, Inc.

LICENSES

PART I

LICENSES/SUBLICENSES OF MLTC COMPANY AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by MLTC Company

B. PATENTS

There are no U.S. Patent Licenses granted by MLTC Company

Patent Applications

There are no U.S. Patent Application Licenses granted by MLTC Company

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by MLTC Company

Trademark Applications

There are no U.S. Trademark Application Licenses granted by MLTC Company

D. Others

There are no other licenses granted by MLTC Company

LICENSES

PART I

LICENSES/SUBLICENSES OF MARATHON MANUFACTURING HOLDINGS, INC. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by Marathon Manufacturing Holdings, Inc.

B. PATENTS

There are no U.S. Patent Licenses granted by Marathon Manufacturing Holdings, Inc.

Patent Applications

There are no U.S. Patent Application Licenses granted by Marathon Manufacturing Holdings, Inc.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by Marathon Manufacturing Holdings, Inc.

Trademark Applications

There are no U.S. Trademark Application Licenses granted by Marathon Manufacturing Holdings, Inc.

D. Others

There are no other licenses granted by Marathon Manufacturing Holdings, Inc.

LICENSES

PART I

LICENSES/SUBLICENSES OF MARATHON STEEL COMPANY AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted by Marathon Steel Company

B. PATENTS

There are no U.S. Patent Licenses granted by Marathon Steel Company

Patent Applications

There are no U.S. Patent Application Licenses granted by Marathon Steel
Company

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted by Marathon Steel Company

Trademark Applications

There are no U.S. Trademark Application Licenses granted by Marathon Steel
Company

D. Others

There are no other licenses granted by Marathon Steel Company

LICENSES

PART 2

LICENSEES/SUBLICENSES OF GENERAL CABLE TECHNOLOGIES CORPORATION AS LICENSEE ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to General Cable Technologies Corporation

B. PATENTS

There are no U.S. Patent Licenses granted to General Cable Technologies Corporation

U.S. Patent Applications

There are no U.S. Patent Application Licenses granted to General Cable Technologies Corporation

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to General Cable Technologies Corporation

Trademark Applications

There are no U.S. Trademark Application Licenses granted to General Cable Technologies Corporation

D. Others

There are no other licenses granted to General Cable Technologies Corporation

LICENSES

PART 2

LICENSEES/SUBLICENSES OF GENERAL CABLE CORPORATION AS LICENSEE ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to General Cable Corporation

B. PATENTS

There are no U.S. Patent Licenses granted to General Cable Corporation

Patent Applications

There are no U.S. Patent Application Licenses granted to General Cable Corporation

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to General Cable Corporation

Trademark Applications

There are no U.S. Trademark Application Licenses granted to General Cable Corporation

D. Others

There are no other licenses granted to General Cable Corporation

LICENSES

PART 2

LICENSEES/SUBLICENSES OF GK TECHNOLOGIES, INCORPORATED AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to GK Technologies, Incorporated

B. PATENTS

There are no U.S. Patent Licenses granted to GK Technologies, Incorporated

Patent Applications

There are no U.S. Patent Application Licenses granted to GK Technologies,
Incorporated

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to GK Technologies,
Incorporated

Trademark Applications

There are no U.S. Trademark Application Licenses granted to GK Technologies,
Incorporated

D. Others

There are no other licenses granted to GK Technologies, Incorporated

LICENSES

PART 2

LICENSEES/SUBLICENSES OF GENERAL CABLE HOLDINGS, INC. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to General Cable Holdings, Inc.

B. PATENTS

There are no U.S. Patent Licenses granted to General Cable Holdings, Inc.

Patent Applications

There are no U.S. Patent Application Licenses granted to General Cable Holdings, Inc.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to General Cable Holdings, Inc.

Trademark Applications

There are no U.S. Trademark Application Licenses granted to General Cable Holdings, Inc.

D. Others

There are no other licenses granted to General Cable Holdings, Inc.

LICENSES

PART 2

LICENSEES/SUBLICENSES OF GENERAL CABLE INDUSTRIES, INC. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to General Cable Industries, Inc.

B. PATENTS

There are no U.S. Patent Licenses granted to General Cable Industries, Inc.

Patent Applications

There are no U.S. Patent Application Licenses granted to General Cable Industries, Inc.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to General Cable Industries, Inc.

Trademark Applications

There are no U.S. Trademark Application Licenses granted to General Cable Industries, Inc.

D. Others

There are no other licenses granted to General Cable Industries, Inc.

LICENSES

PART 2

LICENSEES/SUBLICENSES OF GENERAL CABLE INDUSTRIES, LLC AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to General Cable Industries, LLC

B. PATENTS

There are no U.S. Patent Licenses granted to General Cable Industries, LLC

Patent Applications

There are no U.S. Patent Application Licenses granted to General Cable
Industries, LLC

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to General Cable Industries, LLC

Trademark Applications

There are no U.S. Trademark Application Licenses granted to General Cable
Industries, LLC

D. Others

There are no other licenses granted to General Cable Industries, LLC

LICENSES

PART 2

LICENSEES/SUBLICENSES OF GENERAL CABLE MANAGEMENT LLC AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to General Cable Management
LLC

B. PATENTS

There are no U.S. Patent Licenses granted to General Cable Management LLC

Patent Applications

There are no U.S. Patent Application Licenses granted to General Cable
Management LLC

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to General Cable Management
LLC

Trademark Applications

There are no U.S. Trademark Application Licenses granted to General Cable
Management LLC

D. Others

There are no other licenses granted to General Cable Management LLC

LICENSES

PART 2

LICENSEES/SUBLICENSES OF GENERAL CABLE OVERSEAS HOLDINGS, INC. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to General Cable Overseas Holdings, Inc.

B. PATENTS

There are no U.S. Patent Licenses granted to General Cable Overseas Holdings, Inc.

Patent Applications

There are no U.S. Patent Application Licenses granted to General Cable Overseas Holdings, Inc.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to General Cable Overseas Holdings, Inc.

Trademark Applications

There are no U.S. Trademark Application Licenses granted to General Cable Overseas Holdings, Inc.

D. Others

There are no other licenses granted to General Cable Overseas Holdings, Inc.

LICENSES

PART 2

LICENSEES/SUBLICENSES OF GENERAL CABLE RESOURCES CORPORATION AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to General Cable Resources Corporation

B. PATENTS

There are no U.S. Patent Licenses granted to General Cable Resources Corporation

Patent Applications

There are no U.S. Patent Application Licenses granted to General Cable Resources Corporation

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to General Cable Resources Corporation

Trademark Applications

There are no U.S. Trademark Application Licenses granted to General Cable Resources Corporation

D. Others

There are no other licenses granted to General Resources Corporation

LICENSES

PART 2

LICENSEES/SUBLICENSES OF GENERAL CABLE TEXAS OPERATIONS L.P. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to General Cable Texas
Operations L.P.

B. PATENTS

There are no U.S. Patent Licenses granted to General Cable Texas Operations
L.P.

Patent Applications

There are no U.S. Patent Application Licenses granted to General Cable Texas
Operations L.P.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to General Cable Texas
Operations L.P.

Trademark Applications

There are no U.S. Trademark Application Licenses granted to General Cable
Texas Operations L.P.

D. Others

There are no other licenses granted to General Cable Texas Operations L.P.

LICENSES

PART 2

LICENSEES/SUBLICENSES OF GENCA CORPORATION AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to Genca Corporation

B. PATENTS

There are no U.S. Patent Licenses granted to Genca Corporation

Patent Applications

There are no U.S. Patent Application Licenses granted to Genca Corporation

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to Genca Corporation

Trademark Applications

There are no U.S. Trademark Application Licenses granted to Genca Corporation

D. Others

There are no other licenses granted to Genca Corporation

LICENSES

PART 2

LICENSEES/SUBLICENSES OF DIVERSIFIED CONTRACTORS, INC. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to Diversified Contractors, Inc.

B. PATENTS

There are no U.S. Patent Licenses granted to Diversified Contractors, Inc.

Patent Applications

There are no U.S. Patent Application Licenses granted to Diversified Contractors,
Inc.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to Diversified Contractors, Inc.

Trademark Applications

There are no U.S. Trademark Application Licenses granted to Diversified
Contractors, Inc.

D. Others

There are no other licenses granted to Diversified Contractors, Inc.

LICENSES

PART 2

LICENSEES/SUBLICENSES OF MLTC COMPANY AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to MLTC Company

B. PATENTS

There are no U.S. Patent Licenses granted to MLTC Company

Patent Applications

There are no U.S. Patent Application Licenses granted to MLTC Company

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to MLTC Company

Trademark Applications

There are no U.S. Trademark Application Licenses granted to MLTC Company

D. Others

There are no other licenses granted to MLTC Company

LICENSES

PART 2

LICENSEES/SUBLICENSES OF MARATHON MANUFACTURING HOLDINGS, INC. AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to Marathon Manufacturing Holdings, Inc.

B. PATENTS

There are no U.S. Patent Licenses granted to Marathon Manufacturing Holdings, Inc.

Patent Applications

There are no U.S. Patent Application Licenses granted to Marathon Manufacturing Holdings, Inc.

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to Marathon Manufacturing Holdings, Inc.

Trademark Applications

There are no U.S. Trademark Application Licenses granted to Marathon Manufacturing Holdings, Inc.

D. Others

There are no other licenses granted to Marathon Manufacturing Holdings, Inc.

LICENSES

PART 2

LICENSEES/SUBLICENSES OF MARATHON STEEL COMPANY AS LICENSOR ON DATE HEREOF

A. COPYRIGHTS

There are no U.S. Copyright Licenses granted to Marathon Steel Company

B. PATENTS

There are no U.S. Patent Licenses granted to Marathon Steel Company

Patent Applications

There are no U.S. Patent Application Licenses granted to Marathon Steel
Company

C. TRADEMARKS

Trademarks

There are no U.S. Trademark Licenses granted to Marathon Steel Company

Trademark Applications

There are no U.S. Trademark Application Licenses granted to Marathon Steel
Company

D. Others

There are no other licenses granted to Marathon Steel Company