

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PHILLYSTRAN, INC.		01/25/2010	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE, AS COLLATERAL AGENT		
<b>Street Address:</b>	300 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0996803	PHILLYSTRAN	
<b>Registration Number:</b>	2061608	PHILLYSTRAN, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com, kristin.azcona@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	038265-0030		
<b>NAME OF SUBMITTER:</b>	Kristin J. Azcona		
<b>Signature:</b>	/kja/		
<b>Date:</b>	05/17/2010		

OP \$65.00 0996803

**TRADEMARK**

**900162367**

**REEL: 004207 FRAME: 0768**

**Total Attachments: 7**

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This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated January 25, 2010, is made by the Person listed on the signature page hereof (the "New Grantor") in favor of Canadian Imperial Bank of Commerce ("CIBC"), as collateral agent (together with its successors, in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, WireCo WorldGroup, Inc. (formerly known as Wire Rope Corporation of America, Inc.), a Delaware corporation (the "Borrower"), has entered into a Credit Agreement dated as of February 8, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with WRCA (Cyprus) Holdings Limited, as the Parent, CIBC, as administrative agent for the Lenders, CIBC World Markets Corp. and Jefferies Finance LLC, as joint lead arrangers and joint book managers and Jefferies Finance LLC, as syndication agent. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement, or if not therein, in the U.S. Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement and the entry into the Secured Hedging Agreements by certain Lenders and their Affiliates from time to time, the Borrower, WRCA U.S. Holdings Inc., a Delaware corporation, and each Subsidiary Loan Party (as defined in the Credit Agreement) of the Borrower from time to time party thereto (collectively, the "Grantors") have executed and delivered that certain U.S. Security Agreement, dated February 8, 2007, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement").

WHEREAS, the New Grantor has executed Supplement No. 3 to the U.S. Security Agreement, dated as of January 25, 2010 (the "U.S. Security Agreement Supplement"). Pursuant to the U.S. Security Agreement Supplement, the New Grantor has become a Grantor and, under the terms of the U.S. Security Agreement, has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the New Grantor and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Grantor agrees as follows:

SECTION 1. Grant of Security. As collateral security for the payment or performance, as and when due, as the case may be, in full of the Obligations, the New Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the New Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the United States patents and patent applications set forth in Schedule A hereto;

(ii) the United States trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) the United States copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, reexaminations and renewals of any of the foregoing;

(v) all rights to sue for damages and injunctive relief for past, present or future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and

(vi) any and all Proceeds with respect to or arising from any and all of the foregoing.

SECTION 2. Recordation. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in two or more counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 6.04 of the U.S. Security Agreement), and shall become effective as provided in Section 6.04 of the U.S. Security Agreement. Delivery of an executed signature page to this IP Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the U.S. Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the U.S. Security Agreement, the terms of the U.S. Security Agreement shall control.

SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

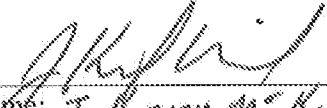
SECTION 6. Intercreditor Agreement. To the extent that any applicable provision of this Agreement involving the rights of the Collateral Agent with respect to the

Collateral or the exercise of remedies against any Collateral conflicts with or is inconsistent with the terms of the Intercreditor Agreement or affects the rights and remedies of the Collateral Agent with respect to the Collateral, the provisions of the Intercreditor Agreement shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the New Grantor has duly executed this IP Security Agreement as of the day and year first above written.

PHILLYSTRAN, INC.

By   
Name: J. Keith McHenry  
Title: SR VP, CFO, TAX MANAGER

Address: c/o WireCo WorldGroup Inc.  
12200 NW Ambassador Drive  
Kansas City, Missouri 64163-1244  
Attention: Chief Financial Officer  
Telephone: (816) 270-4905

*[Signature Page to Phillystran Term Loan IP Security Agreement]*

**Schedule A**

**Patents**

None

**Schedule B**

**Trademarks**

**Owner: Phillystran, Inc.**

<b>Trademarks</b>	<b>Registration Number</b>
PHILLYSTRAN	996,803
PHILLYSTRAN, INC. & DESIGN	2,061,608



**Schedule C**

**Copyrights and Copyright Licenses**

None