

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Note Notice and Confirmation of Grant of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WPFY, Inc.		12/22/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust FSB
<b>Street Address:</b>	246 Goose Lane
<b>Internal Address:</b>	Suite 105
<b>City:</b>	Guilford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06437
<b>Entity Type:</b>	federally chartered savings bank: UNITED STATES

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3715075	AC-90
Registration Number:	1647967	AC-LITE
Registration Number:	1886593	AFC CABLE SYSTEMS
Registration Number:	2122562	AMERICA CABLE SYSTEMS
Registration Number:	3520199	AMERICA CABLE SYSTEMS
Registration Number:	3174785	COLORSPEC
Registration Number:	1492988	CUSTOM CUTS
Registration Number:	1355076	(FLEX)4
Registration Number:	1594970	HCF-90
Registration Number:	1988636	HCF-LITE
Registration Number:	1328225	HOME RUN CABLE
Registration Number:	3358990	KAF-TECH
Registration Number:	3713117	MC-QUIK

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Registration Number:	1414788	MC LITE
Registration Number:	3713118	MC STAT
Registration Number:	2404265	MC TUFF
Registration Number:	3711683	MC-PLUS
Registration Number:	1907213	
Registration Number:	1782264	SUPER NEUTRAL CABLE
Registration Number:	1914118	THE INTELLIGENT CEILING
Registration Number:	1895560	THE INTELLIGENT FLOOR
Registration Number:	3686630	TUFF-TEMPS
Serial Number:	85086166	COLOR-TRAK

**CORRESPONDENCE DATA**

Fax Number: (212)909-6836  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-909-6000  
Email: trademarks@debevoise.com  
Correspondent Name: Steven Keslowitz, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 2: Debevoise & Plimpton LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	15555-1326
NAME OF SUBMITTER:	Steven Keslowitz
Signature:	/Steven Keslowitz/
Date:	12/29/2010

Total Attachments: 5  
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NOTE NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 22, 2010, is made by WPFY, Inc., a Delaware corporation having a principal place of business at 1105 North Market Street, Suite 1300, Wilmington, Delaware, 19890 (the "Grantor"), in favor of WILMINGTON TRUST FSB, as Collateral Agent (the "Agent"), under certain of the Note Documents for the Secured Parties.

WHEREAS, pursuant to that certain Indenture, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, (the "Indenture") among the Company, the Note Guarantors, the Trustee and Agent, the Company has agreed to issue secured notes upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Collateral Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time (the "Note Collateral Agreement"), among the Company, certain of their subsidiaries and the Agent, the Company and such subsidiaries have granted to the Agent for the benefit of the Secured Parties a first priority security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in consideration of the premises and to induce the Trustee to enter into the Indenture and to induce the Holders to purchase the Notes, the Grantor agrees, with the Agent, for the benefit of the Secured Parties, 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 Indenture and the Note Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Note Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a first priority security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on

Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of first priority security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Note Collateral Agreement. To the extent that there is any conflict between this Agreement and the Note Collateral Agreement, the Note Collateral Agreement shall control in all respects. The Note Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Indenture and the Note 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.

SECTION 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

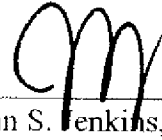
\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

WPFY, INC.

By: \_\_\_\_\_



Name: John S. Jenkins, Jr.

Title: Vice President

WILMINGTON TRUST FSB,  
as Agent

By: \_\_\_\_\_

Name:

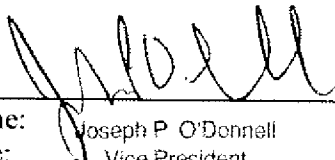
Title:

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.

WPFY, INC.

By: \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST FSB,  
as Agent

By:  \_\_\_\_\_  
Name: Joseph P. O'Donnell  
Title: Vice President

[Signature Page to Note Notice and Confirmation of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 004442 FRAME: 0551**

SCHEDULE I

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal</u>
AC-90	Registered	77726387	30-Apr-09	3715075	24-Nov-09	24-Nov-19
AC-LITE	Registered	74040024	19-Mar-90	1647967	18-Jun-91	18-Jun-11
AFC CABLE SYSTEMS	Registered	74451176	26-Oct-93	1886593	28-Mar-95	28-Mar-15
AMERICA CABLE SYSTEMS	Registered	75168596	19-Sep-96	2122562	16-Dec-97	16-Dec-17
AMERICA CABLE SYSTEMS	Registered	77430965	25-Mar-08	3520199	21-Oct-08	21-Oct-18
COLORSPEC	Registered	78310351	07-Oct-03	3174785	21-Nov-06	21-Nov-16
COLOR-TRAK	Pending	85086166	16-Jul-10			
CUSTOM CUTS	Registered	73692210	23-Oct-87	1492988	21-Jun-88	21-Jun-18
FLEX 4 (stylized)	Registered	73494446	13-Aug-84	1355076	20-Aug-85	20-Aug-15
HCF-90	Registered	73783546	27-Feb-89	1594970	08-May-90	08-May-20
HCF-LITE	Registered	74717357	18-Aug-95	1988636	23-Jul-96	23-Jul-16
HOME RUN CABLE	Registered	73481404	21-May-84	1328225	02-Apr-85	02-Apr-15
KAF-TECH	Registered	77151619	09-Apr-07	3358990	25-Dec-07	25-Dec-17
MC-QUIK	Registered	77573428	18-Nov-08	3713117	17-Nov-09	17-Nov-19
MC LITE	Registered	73554337	19-Aug-85	1414788	28-Oct-86	28-Oct-16
MC STAT	Registered	77573442	18-Sep-08	3713118	17-Nov-09	17-Nov-19
MC TUFF	Registered	75876422	20-Dec-99	2404265	14-Nov-00	14-Nov-20
MC-PLUS	Registered	77713084	14-Apr-09	3711683	17-Nov-09	17-Nov-19
Miscellaneous Design (AFC logo) (eagle)	Registered	74566575	29-Aug-94	1907213	25-Jul-95	25-Jul-15
SUPER NEUTRAL CABLE	Registered	74315526	21-Sep-92	1782264	13-Jul-93	13-Jul-13
THE INTELLIGENT CEILING	Registered	74390582	14-May-93	1914118	22-Aug-95	22-Aug-15
THE INTELLIGENT FLOOR	Registered	74390581	14-May-93	1895560	23-May-95	23-May-15
TUFF-TEMPS	Registered	77223546	06-Jul-07	3686630	22-Sep-09	22-Sep-19