

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CASAR Drahtseilwerk Saar GmbH		09/30/2016	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Administrative Agent		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1237048	STARLIFT	
Registration Number:	1210250	CASAR	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049646-0310		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	10/03/2016		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this "Agreement"), dated as of September 30, 2016, is entered into by the undersigned (the "Grantor") in favor of Goldman Sachs Bank USA as Administrative Agent (as defined in the Second Lien Credit Agreement described below) in accordance with the Second Lien Credit Agreement and the Security Agreement referenced below.

WHEREAS, reference is made to the Second Lien Credit Agreement, dated as of September 30, 2016 (as the same may be amended, restated, amended and restated or otherwise modified, the "Second Lien Credit Agreement" by and among WireCo WorldGroup (Cayman), Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Holdings"), WireCo WorldGroup Inc., a Delaware corporation (the "Company Borrower"), WireCo WorldGroup Finance LP, a Delaware limited partnership (the "Tower Borrower" and, together with the Company Borrower, the "Top Borrowers"), certain Restricted Subsidiaries (as defined therein) of the Company Borrower from time to time designated thereunder as Co-Borrowers (together with the Company Borrower and the Tower Borrower, each a "Borrower" and, collectively, the "Borrowers"), the Company Subsidiary Guarantors (as defined therein) from time to time party thereto, the Tower Subsidiary Guarantors (as defined therein) from time to time party thereto (together with the Company Subsidiary Guarantors, the "Subsidiary Guarantors"), the lenders party thereto and Goldman Sachs Bank USA, as Administrative Agent (the "Administrative Agent"); and

WHEREAS, the Grantor has executed and delivered that certain Security Assignment of Intellectual Property Rights, dated as of September 30, 2016, in favor of the Administrative Agent as Joint Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Security Agreement"), pursuant to which the Grantor has granted to the Administrative Agent, a security interest in all of the Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. **Defined Terms**. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement or the Second Lien Credit Agreement.

SECTION 2. **Grant of Security Interest**. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, and hereby grants to the Administrative Agent, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all registered United States trademarks, trade names, trade dress, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, in each case registered or recorded with (or applications for registration or recordation) the United States Patent and Trademark Office, including, without limitation, any of the foregoing referred to on Schedule A and all rights corresponding thereto throughout the United States;

- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and
- (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto;

provided, however, that (i) the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and (ii) the Trademark Collateral shall not include any Excluded Assets.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. **Release**. The Liens granted by the Grantor hereunder shall terminate concomitantly with the Liens granted by the Grantor under the Security Agreement in accordance with its terms.

SECTION 5. **Recordation**. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

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 laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

SECTION 7. **Counterparts**. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

CASAR DRAHTSEILWERK SAAR GMBH

By: 

Name: José Luis Guerrero Gramaxo

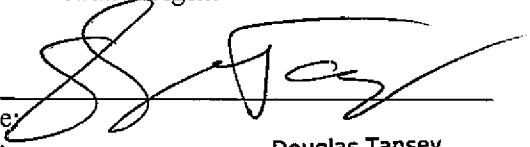
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005889 FRAME: 0716

GOLDMAN SACHS BANK USA,
as Administrative Agent

By:
Name:
Title:

A handwritten signature in black ink, appearing to read 'Douglas Tansey', is written over a horizontal line. The signature is stylized and cursive.

Douglas Tansey
Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005889 FRAME: 0717

SCHEDULE A

TRADEMARKS

Trademark	App. No. App. Date	Reg. No. Reg. Date
STARLIFT	73335512 04-NOV-1981	1237048 10-MAY-1983
CASAR	73324950 24-AUG-1981	1210250 28-SEP-1982