

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528386

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Southwire Company, LLC		05/07/2019	Limited Liability Company: DELAWARE
Tappan Wire & Cable, LLC		05/07/2019	Limited Liability Company: NEW YORK
Coleman Cable, LLC		05/07/2019	Limited Liability Company: DELAWARE
Technology Research, LLC		05/07/2019	Limited Liability Company: FLORIDA
Wattteredge, LLC		05/07/2019	Limited Liability Company: DELAWARE
United Copper Industries, LLC		05/07/2019	Limited Liability Company: DELAWARE
Sumner Manufacturing Company, LLC		05/07/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5704883	EDGE FORCE
Registration Number:	5704811	ROMEX
Registration Number:	5704171	STRATOFRAF
Registration Number:	5560804	ROMEX
Registration Number:	5216551	SUMNER
Serial Number:	87101202	SUMNER
Registration Number:	1878224	WOBBLE LIGHT
Registration Number:	5063416	HANG-A-LIGHT
Serial Number:	88358799	MACHINE FLEX

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88157647	SAFETYFLEX
Serial Number:	87951333	MAXSTORM

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3127017156

Email: ipdocket@mayerbrown.com, ahintz@mayerbrown.com

Correspondent Name: Andrea L. Hintz

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Andrea L. Hintz
SIGNATURE:	/andrea l. hintz/
DATE SIGNED:	06/19/2019

Total Attachments: 5

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**AMENDMENT NUMBER THREE TO GRANT OF SECURITY INTEREST IN
TRADEMARK RIGHTS**

This **AMENDMENT NUMBER THREE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**, dated as of May 7, 2019 (this "Amendment"), is delivered pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of February 11, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Grantors listed on the signature pages thereof and Grantors thereafter joined as parties thereto (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **BANK OF AMERICA, N.A.**, as collateral agent for the several banks and other financial institutions from time to time parties to the Credit Agreement (in such capacity, together with its successors and assigns in such capacity the "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Collateral Agent are parties to that certain Grant of Security Interest in Trademark Rights, dated as of February 11, 2014 and recorded with the United States Patent and Trademark Office on February 12, 2014 at Reel 5215, Frame 0001, as amended by that certain Amendment Number One to Grant of Security Interest in Trademark Rights, dated as of February 2, 2017 and recorded with the United States Patent and Trademark Office on March 22, 2017 at Reel 6016, Frame 0361, and as further amended by that certain Amendment Number Two to Grant of Security Interest in Trademark Rights, dated as of May 17, 2018 and recorded with the United States Patent and Trademark Office on May 17, 2018 at Reel 6332 Frame 0540; and

WHEREAS, Grantors and Collateral Agent wish to further amend the Trademark Security Agreement by amending Schedule A to the Trademark Security Agreement to add certain Trademarks to the Collateral, and Grantors and Collateral Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Collateral Agent hereby agree that Schedule A to the Trademark Security Agreement is hereby amended by adding the Collateral listed on Exhibit A attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of such Grantor's right, title, and interest in, to, and under the Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Exhibit A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO

SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4. This Amendment is a Loan Document. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

**SOUTHWIRE COMPANY, LLC
TAPPAN WIRE & CABLE, LLC
COLEMAN CABLE, LLC
TECHNOLOGY RESEARCH, LLC
WATTEREDGE, LLC
UNITED COPPER INDUSTRIES, LLC
SUMNER MANUFACTURING COMPANY, LLC**

By: 

Name: J. Guyton Cochran, Jr.

Title: Treasurer

COLLATERAL AGENT:

BANK OF AMERICA, N.A.,
as Collateral Agent

By:
Name:
Title:



Kelly Weaver
Vice President

Southwire

AMENDMENT NUMBER THREE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK

REEL: 006673 FRAME: 0429

EXHIBIT A
SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

	Serial No.	Reg. No / Status	Mark	Owner
1.	87806954	5704883	EDGE FORCE	Southwire Company, LLC
2.	87787020	5704811	ROMEX	Southwire Company, LLC
3.	87557170	5704171	STRATOFAC	Southwire Company, LLC
4.	87787030	5560804	ROMEX	Southwire Company, LLC
5.	87045441	5216551	SUMNER	Sumner Manufacturing Company, LLC
6.	87101202	5389200	SUMNER	Sumner Manufacturing Company, LLC
7.	1878224		WOBBLE LIGHT	Southwire Company, LLC
8.	8693292	5063416	HANG-A-LIGHT	Southwire Company, LLC
9.	88358799	Pending	MACHINE FLEX	Southwire Company, LLC
10.	88157647	Pending	SAFETYFLEX	Southwire Company, LLC
11.	87951333	Pending	MAXSTORM	Southwire Company, LLC