

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENUINE CABLE GROUP, LLC		11/01/2021	Limited Liability Company: DELAWARE
ALLIED WIRE & CABLE, LLC		11/01/2021	Limited Liability Company: DELAWARE
C & E SALES, LLC		11/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MSD PCOF PARTNERS LVII, LLC, as Administrative Agent		
Street Address:	c/o MSD Partners, L.P.		
Internal Address:	645 Fifth Avenue, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2321208	X-FLEX	
Registration Number:	2776100	X-FLEX 150	
Registration Number:	2319007	COP-FLEX 2000	
Registration Number:	2142089	COBRA WIRE & CABLE	
Registration Number:	4837720	INFINITIFLEX	
Serial Number:	90339503	GENUINE CABLE GROUP	
Serial Number:	90339514	GCG	
Serial Number:	90339528	GCG GENUINE CABLE GROUP	
Serial Number:	90635341	C	
CORRESPONDENCE DATA			
Fax Number:	8602402701		
<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:	8602402935		

OP \$240.00 2321208

Email: michelle.fournier@morganlewis.com
Correspondent Name: Michelle Fournier
Address Line 1: Morgan, Lewis & Bockius LLP
Address Line 2: One State Street
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Michelle Fournier

SIGNATURE: /s/ Michelle Fournier

DATE SIGNED: 11/01/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of November 1, 2021 (this “**Trademark Security Agreement**”), by GENUINE CABLE GROUP, LLC, a Delaware limited liability company, C & E SALES, LLC, a Delaware limited liability company, and ALLIED WIRE & CABLE, LLC, a Delaware limited liability company (each, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of MSD PCOF PARTNERS LVII, LLC, a Delaware limited liability company, in its capacity as administrative agent and collateral agent pursuant to the Second Lien Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Second Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

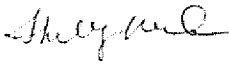
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Second Lien Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

GENUINE CABLE GROUP, LLC, as Grantor
C & E SALES, LLC, as Grantor

By: 
Name: Shelby Marlow
Title: Treasurer


ALLIED WIRE & CABLE, LLC, as Grantor

By: _____
Name: Michael Milligan
Title: Treasurer

GENUINE CABLE GROUP, LLC, as Grantor
C & E SALES, LLC, as Grantor

By: _____
Name: Shelby Marlow
Title: Treasurer

ALLIED WIRE & CABLE, LLC, as Grantor

By:  _____
Name: Michael Milligan
Title: Treasurer

MSD PCOF PARTNERS LVII, LLC,
as Administrative Agent

By: 
Name: Marcello Liguori
Title: Managing Director

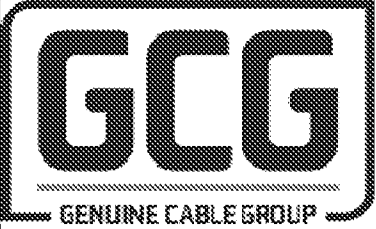
[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 007479 FRAME: 0322

Schedule I

Trademark Registrations and Use Applications

Registrations:

<u>Trademark</u>	<u>Owner</u>	<u>Application/ Registration Date</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Status</u>	<u>Owned or Licensed</u>
X-FLEX	Genuine Cable Group, LLC	February 22, 2000	2321208		Live	Owned
X-FLEX 150	Genuine Cable Group, LLC	October 21, 2003	2776100		Live	Owned
COP FLEX 2000	Genuine Cable Group, LLC	February 15, 2000	2319007		Live	Owned
COBRA WIRE & CABLE	Genuine Cable Group, LLC	March 10, 1998	2142089		Live	Owned
GENUINE CABLE GROUP	Genuine Cable Group, LLC	November 24, 2020		90339503	Live	Owned
GCG	Genuine Cable Group, LLC	November 24, 2020		90339514	Live	Owned
GCG GENUINE CABLE GROUP 	Genuine Cable Group, LLC	November 24, 2020		90339528	Live	Owned
INFINITIFLEX	Allied Wire & Cable, LLC (formerly known as Allied Wire & Cable, Inc.)	October 20, 2015	4837720		Live	Owned

<u>Trademark</u>	<u>Owner</u>	<u>Application/ Registration Date</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Status</u>	<u>Owned or Licensed</u>
C 	C & E Sales, LLC (formerly known as C & E Sales, Inc.)	April 9, 2021		90635341	Live	Owned

Applications:

None.