

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693313

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900653428

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:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, Floor L2, Suite IL1-0480
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 6

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:	90635341	C

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hkllaw.com,lorrin.stone@hkllaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

TRADEMARK

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	12/08/2021
Total Attachments: 7 source=04 - JPM_GCG - Trademark Security Agreement (November 2021)_152123100_1 (005)#page1.tif source=04 - JPM_GCG - Trademark Security Agreement (November 2021)_152123100_1 (005)#page2.tif source=04 - JPM_GCG - Trademark Security Agreement (November 2021)_152123100_1 (005)#page3.tif source=04 - JPM_GCG - Trademark Security Agreement (November 2021)_152123100_1 (005)#page4.tif source=04 - JPM_GCG - Trademark Security Agreement (November 2021)_152123100_1 (005)#page5.tif source=04 - JPM_GCG - Trademark Security Agreement (November 2021)_152123100_1 (005)#page6.tif source=04 - JPM_GCG - Trademark Security Agreement (November 2021)_152123100_1 (005)#page7.tif	

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 JPMORGAN CHASE BANK, N.A., in its capacity as agent for the Lenders pursuant to the ABL Credit Agreement (as defined below) (in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, each Grantor is party to an Revolving Loan and Security Agreement dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”) in favor of the Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the ABL Credit Agreement, each Grantor hereby agrees with the Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the 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 Property) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto, including all goodwill associated with such Trademarks.

SECTION 3. The ABL Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the ABL Credit Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the ABL Credit 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 ABL Credit Agreement, the provisions of the ABL Credit Agreement shall control.

SECTION 4. Termination. Upon the termination of the ABL Credit Agreement in accordance with Section 14.14 thereof, the Agent shall, at the expense of the Grantors, 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.

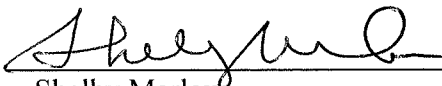
SECTION 6. Governing Law. The terms of Sections 15.13 and 15.14 of the ABL Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

GENUINE CABLE GROUP, LLC, as Grantor

By: 
Name: Shelby Marlow
Title: Treasurer

C & E SALES, LLC, as Grantor

By: 
Name: Shelby Marlow
Title: Treasurer

ALLIED WIRE & CABLE, LLC, as Grantor

By: _____
Name: Michael Milligan
Title: Treasurer

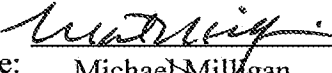
GENUINE CABLE GROUP, LLC, as Grantor

By: _____
Name: Shelby Marlow
Title: Treasurer

C & E SALES, LLC, as Grantor

By: _____
Name: Shelby Marlow
Title: Treasurer

ALLIED WIRE & CABLE, LLC, as Grantor

By:  _____
Name: Michael Milligan
Title: Treasurer

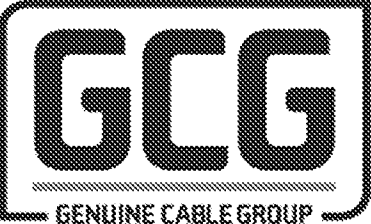
JPMORGAN CHASE BANK, N.A., as Agent

By: *Kody J. Neri*

Name: Kody J. Neri

Title: Authorized Officer

**Schedule I
Trademark Registrations and Use Applications**

<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
C	C & E Sales, LLC (formerly known as C & E Sales, Inc.)	April 9, 2021		90635341	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>
