



3-20-02
Tab settings

102023418

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3-20-02
INTERNATIONAL WIRE GROUP, INC.

- Individual(s)
- General Partnership
- Corporation-State (DE)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: December 20, 2001

2. Name and address of receiving party(ies):
Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____
Street Address: P.O. Box 2558
City: Houston State: NY ZIP: 77252

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/597,774 ; 75/597,377 ; 75/621,331

B. Trademark Registration No.(s)
2,487,743

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Greenberg, Esq.
Internal Address: Simpson Thacher & Bartlett
Street Address: 425 Lexington Avenue
City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00
 Enclosed
 Authorized to be charged to credit card

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Robyn Greenberg, Esq. *Robyn Greenberg* 3/19/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 7

03/21/2002 6TOM11 00000038 75597774

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002464 FRAME: 0245

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of December 20, 2001 is made by INTERNATIONAL WIRE GROUP, INC., a Delaware corporation, (the "Borrower"), in favor of JP MORGAN CHASE BANK, (formerly known as The Chase Manhattan Bank), a New York banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 20, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among International Wire Holding Company ("Holdings"), International Wire Group, Inc. (the "Company"), and its domestic subsidiaries (collectively with the Company, the "Borrowers"), the Lenders and the Administrative Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Guarantee and Collateral Agreement, as defined below, or if not defined therein, in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of December 20, 2001, in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrowers pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including all Trademarks; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agree, for the benefit of the Agent and the Lenders, 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 Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto),

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and 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.

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.

INTERNATIONAL WIRE GROUP, INC.

By: K. Wetzler
 Name: Kelly E. Wetzler
 Title: Assistant Secretary

JP MORGAN CHASE BANK
 as Administrative Agent for the Lenders

By: _____
 Name:
 Title:

to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and 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.

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.

INTERNATIONAL WIRE GROUP, INC.

By: _____

Name:

Title:

JP MORGAN CHASE BANK
as Administrative Agent for the Lenders

By: Peter S. Predun

Name: Peter S. Predun

Title: Vice President

STATE OF)
) ss
COUNTY OF)

On the ___ day of December, 2001, before me personally came Kelly E. Wetzler, who is personally known to me to be the Assistant Secretary of INTERNATIONAL WIRE GROUP, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Assistant Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

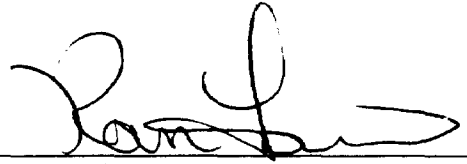
MARCIA L. BUB
Notary Public - Notary Seal
STATE OF MISSOURI
City of St. Louis
My Commission Expires: Sept. 4, 2005

Marcia L. Bub
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF)
) SS
COUNTY OF)

On the 13th day of March, 2002, before me personally came Peter S. Proden, who is personally known to me to be the Vice President of JP MORGAN CHASE BANK, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

(PLACE STAMP AND SEAL ABOVE)

KAN LOUIE
Notary Public, State of New York
No. 24-6004282
Qualified in Kings County
Certificate Filed in New York County
Commission Expires 11-16-02

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
INTERNATIONAL WIRE	U.S. Ser. No. 75/597,774
INTERNATIONAL WIRE	U.S. Ser. No. 75/597,377
IW (and Design)	U.S. Reg. No. 2,487,743
INTERNATIONAL WIRE GROUP	U.S. Ser. No. 75/621,331