


RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Cable Design Technologies Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State DE <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Fleet National Bank</u> Internal Address: _____ Street Address: <u>100 Federal Street</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Bank</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached; <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>10/24/02</u>		
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher E. Kondracki</u> Internal Address: _____ Street Address: <u>2001 Jefferson Davis, Hwy.</u> <u>Suite 505</u> City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22202</u>	6. Total number of applications and registrations involved: 105 7. Total fee (37 CFR 3.41)\$ <u>2,640.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>19-3545</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Christopher E. Kondracki</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>1/14/03</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 44 </div>		

Total number of pages including cover sheet, attachments, and document: 44

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

Conveying Party(ies)

Cable Design Technologies Inc.
Washington Corporation

CDT International Holdings Inc.

Nordx/CDT Corp.

Nordx/CDT-IP Corp.

X-Mark CDT, Inc.

Thermax/CDT, Inc.

Dearborn/CDT, Inc.

Red Hawk/CDT, Inc.

Tennecast/CDT, Inc.

A.W. Industries, Inc.

**Continuation of
Item 4A and 4B**

TRADEMARKS

Owned by Cable Design Technologies, Inc.

Trademark	Registration or Application No. and Date	Status
PHALO	Reg. No. 1842278 Issued June 28, 1994	
CABLE DESIGN TECHNOLOGIES & Design	Reg. No. 1777739 Issued June 22, 1993	
CDT & Design	Reg. No. 1767302 Issued April 27, 1993	
STAT-PATH	Reg. No. 1713353 Issued September 8, 1992	
PERFECT PAIR	Reg. No. 1189845 Issued February 16, 1982	
PERFECT STRIPE	Reg. No. 1189846 Issued February 16, 1982	
COPOLENE	Reg. No. 1387402 Issued March 25, 1986	
COPOLENE II	Reg. No. 1526684 Issued February 28, 1989	
PLENECON	Reg. No. 1256744 Issued November 8, 1983	
CDT LOGO WITH CABLE DESIGN TECHNOLOGIES	Reg. No. 1950332 Issued January 23, 1996	
DUOSHIELD 100	Reg. No. 2139405 Issued February 24, 1998	
SHIELDED DATA/BOND 100	Reg. No. 2067793 Issued June 3, 1997	
COLUMBIA ELECTRONICS CABLE	Reg. No. 2065478 Issued May 27, 1997	
RISERLITE	Reg. No. 2,145,407 Issued March 17, 1998	
FUTURE PROOF	Reg. No. 2245189 Issued May 11, 1999	

NORLAN	Reg. No. 2116760 Issued November 25, 1997
SHIELDNET	Reg. No. 2145117 Issued March 17, 1998
NORDX/CDT	Reg. No. 2107807 Issued October 21, 1997
NORDX	Reg. No. 2348891 Issued May 9, 2000
LANX	Reg. No. 2111710 Issued November 11, 1997
GIGALAN	Reg. No. 2188181 Issued September 8, 1998
QWIK LITE	Reg. No. 2152972 . . Issued April 21, 1998
QWIK CONNECT	Reg. No. 2146711 Issued March 24, 1998
LITE CONNECT	Reg. No. 2152973 Issued April 21, 1998
CELLTEC	Reg. No. 1934013 Issued November 7, 1995
NEK/CDT	Reg. No. 2125519 Issued December 30, 1997
WEST PENN WIRE	Appln. No. 76/201628 Filed January 30, 2001
MONTROSE/CDT	Reg. No. 2573047 Issued May 28, 2002
Q-SCAN	Reg. No. 2331202 Issued March 21, 2000
RAYDEX/CDT	Reg. No. 2323317 Issued February 29, 2000
CONCEPT ONE FIBER MANAGEMENT SYSTEM	Reg. No. 2066930 Issued June 3, 1997
ACCUSPLICE	Reg. No. 2050831 Issued April 8, 1997
RED HAWK	Reg. No. 1995321 Issued August 20, 1996

NORLAN	Appln. No. 76/111192 Filed August 17, 2000
NORLAN/CDT	Appln. No. 76//111189 Filed August 17, 2000
POWERSENSE	Appln. No. 76/399165 Filed April 23, 2002
DUAL-MEDIA	Reg. No. 1702975 Issued July 28, 1992
TRI-MEDIA	Reg. No. 1761168 Issued March 30, 1993
QUAD-MEDIA	Reg. No. 1772256 Issued May 18, 1993
CABLEMATE PLANNER	Reg. No. 1725588 Issued October 20, 1992
SUPERLAN	Reg. No. 1711338 Issued September 1, 1992
MOHAWK	Reg. No. 1376358 Issued December 24, 1985
MEGALAN	Reg. No. 1790941 Issued August 31, 1993
THERMO-PLEN	Reg. No. 2050475 Issued April 8, 1997
TRUELITE	Reg. No. 1784780 Issued July 27, 1993
TRUEBEAM	Reg. No. 1784779 Issued July 27, 1993
MEGAPATCH	Reg. No. 1775790 Issued June 8, 1993
ADVANCE NET	Reg. No. 1906359 Issued July 18, 1995
MICRO LOOSE TUBE	Reg. No. 1898370 Issued June 6, 1995
SPECTRA-LAN	Reg. No. 1944135 Issued December 26, 1995
TOTALAN-300	Reg. No. 1954821 Issued February 6, 1996

HERCULES-TRIAK	Reg. No. 1971984 Issued April 30, 1996
SPECTRUM	Reg. No. 1968944 Issued April 16, 1996
OMNI-GUARD	Reg. No. 2438693 Issued March 27, 2001
ADVANCE PATCH	Reg. No. 2209542 Issued December 8, 1998
MOHAWK/CDT	Reg. No. 2311577 Issued January 25, 2000
ONE PULL	Reg. No. 2241987 Issued April 27, 1999
ADVANCE LINK	Reg. No. 2229645- . . Issued March 2, 1999
FLAT NET	Reg. No. 2323009 Issued February 29, 2000
FLAT MATE	Reg. No. 2471878 Issued June 24, 2001
ADVANCE MATE	Reg. No. 2559154 Issued April 9, 2002
ADVANCENET PLUS	Reg. No. 2345759 Issued March 12, 2002
SYSTEM MATE	Reg. No. 2557563 Issued April 9, 2002
CABLE FLASH	Reg. No. 2363062 Issued June 27, 2000
MEGALITE	Reg. No. 2446772 Issued April 24, 2001
ADVANCELITE	Reg. No. 2364213 Issued July 4, 2000
OPTILITE	Reg. No. 2491092 Issued September 15, 2001
POWER INTO THE FUTURE	Appln. No. 75/546774 September 1, 1998
HOME LAN	Reg. No. 2619082 Issued September 10, 2002

SELAN	Appln. No. 75/874053 Filed December 17, 1999	
NETSYNC	Reg. No. 2435138 Issued March 13, 2001	
DURASTRIPE	Appln. No. 76/015780 Filed April 3, 2000	
INST-RULE	Appln. No. 76/022320 Filed April 10, 2000	
EZ-RULE	Appln. No. 76/021779 Filed April 10, 2000	
TRUE-LENGTH	Appln. No. 76/021771 Filed April 10, 2000	
SPEED GAUGE	Appln. No. 76/022318 Filed April 10, 2000	
ADVANCE LAN	Reg. No. 2449308 Issued May 8, 2001	
PLENUM PLUS	Appln. No. 76/193304 Filed January 12, 2001	3rd party request for an extension of time to file an opposition has been filed at the TTAB
FIBER GROUP	Appln. No. 76/273755 Filed June 19, 2001	
ULTRANET	Appln. No. 76/284426 Filed July 11, 2001	
PLENGUARD	Reg. No. 2607538 Issued August 13, 2002	
SINGULATED RIBBON	Appln. No. 76/388552 Filed March 29, 2002	

Owned by Thermax/CDT, Inc.

Trademark	Registration or Application No. and Date
WHISPER CABLE	Reg. No. 1066142 Issued May 24, 1977

Owned by A.W. Industries, Inc.

Trademark	Registration or Application No. and Date
HOTMATE	Reg. No. 2556888 Issued April 12, 2002
AWI & Design	Reg. No. 2531065 January 22, 2002
YOUR PROBLEMS + AWI = SOLUTIONS	Appl. No. 76/242243 Filed April 17, 2001

Owned by Nordx/CDT Corp.

Trademark	Registration or Application No. and Date	Status
MIGRABLOC F/S	Reg. No. 983767 Issued May 14, 1974	
STALBOND	Reg. No. 1329327 Issued April 9, 1985	
TELADAPT	Reg. No. 1052330 Issued November 9, 1976	
DYNATRAX	Reg. No. 2105761 Issued October 14, 1997	
OPTIMAX	Reg. No. 2273290 Issued August 31, 1999	
NORTHCOM	Reg. No. 2188094 Issued September 8, 1998	
NORLAN	Reg. No. 2116760 Issued November 25, 1997	
NORDX/CDT	Reg. No. 2107807 Issued October 21, 1997	
NORDX	Reg. No. 2348891 Issued May 9, 2000	
NORDX/CDT	Reg. No. 2526389 Issued January 8, 2002	
IBDN	Reg. No. 2251173 Issued June 8, 1999	

EZ-MDVO	Reg. No. 2382131 Issued September 5, 2000	
RUN	Reg. No. 2462151 Issued June 19, 2001	
NORS	Appln. No. 75/709336 Filed May 19, 1999	
FIBER EXPRESS	Appln. No. 75/889720 Filed January 7, 2000	Suspended June 2, 2002
GIGAFLEX	Appln. No. 75/889717 Filed January 7, 2000	
INTERFACE	Appln. No. 76/255532 Filed May 11, 2001	
GIGABIX	Appln. No. 76/330678 Filed October 26, 2001	
MEDIA FLEX	Appln. No. 76/333224 Filed November 2, 2001	

SECURITY AGREEMENT AND MORTGAGE -
TRADEMARKS, PATENTS AND COPYRIGHTS

This SECURITY AGREEMENT (the "Agreement") is made this 24th day of October, 2002 by and among CABLE DESIGN TECHNOLOGIES CORPORATION, a Delaware corporation with a principal place of business at Foster Plaza 7, 661 Andersen Drive, Pittsburgh, Pennsylvania 15220 (the "Parent"), CABLE DESIGN TECHNOLOGIES INC., a Washington corporation with a principal place of business at Foster Plaza 7, 661 Andersen Drive, Pittsburgh, Pennsylvania 15220 (the "Borrower"), each of the DOMESTIC SUBSIDIARIES party hereto (the "Domestic Subsidiaries") (hereinafter, the Parent, the Borrower and the Domestic Subsidiaries shall singly be referred to as, a "Grantor" and collectively, as the "Grantors"), and FLEET NATIONAL BANK, as Administrative Agent (the "Agent") for the benefit of the lenders (the "Lenders") now or hereafter being parties to the Credit Agreement (as hereinafter defined), having an office at 100 Federal Street, Boston, Massachusetts 02110.

WITNESSETH

WHEREAS, the Grantors have adopted the trademarks, terms and designs, as described in Schedule A annexed hereto and made a part hereof.

WHEREAS, the Grantors are the owners and holders of the patents and patent applications, as listed on Schedule B hereto.

WHEREAS, the Grantors are the owners of the mask works, copyrighted material and copyright registrations, as listed on Schedule C hereto.

WHEREAS, the Lenders and the Agent have entered into a Credit Agreement dated as of December 17, 2001 (as the same has been or may hereafter be amended or otherwise modified from time to time being the "Credit Agreement") with, among others, the Borrower and the Parent. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings provided for in the Credit Agreement.

WHEREAS, the Domestic Subsidiaries are Subsidiaries of the Borrower and as such, derive benefit from the extension of credit to the Borrower pursuant to the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans under the Credit Agreement, each Grantor hereby agrees with the Agent, for its benefit and the ratable benefit of the Lenders, any Issuing Lender and any Fronting Bank (collectively, the "Secured Parties"), as follows:

1. Grant of Security. As collateral security for the full and prompt payment and performance of all Obligations (as hereinafter defined), each Grantor does hereby mortgage to and pledge with the Agent, and grant to the Agent a first priority security interest in, all of its right, title and interest in and to (i) each of the Trademarks (as hereinafter defined), the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of such Grantor relating to the distribution of products bearing the Trademarks; (ii) each of the Patents (as hereinafter defined) and each of the Patent Applications (as hereinafter defined); (iii) each of the Copyrights (as hereinafter defined); and (iv) any and all proceeds of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement of the Trademarks, Patents or Copyrights (collectively, the "IP Collateral"). The IP Collateral shall not include any such Patents, Patent Applications, Trademarks or

Copyrights for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Patents, Patent Applications, Trademarks or Copyrights (collectively, such excluded collateral is referred to herein as the "Excluded IP Collateral"); provided, however, that the proceeds realized from any of the foregoing shall not be deemed Excluded IP Collateral but shall constitute IP Collateral.

2. Certain Defined Terms. As used in this Agreement:

"Copyrights" shall mean (i) all original works of authorship fixed in any tangible medium of expression, all mask works fixed in a chip product, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, all whether now or hereafter owned by any Grantor, including, but not limited to, those registrations or applications for registrations described on Schedule C annexed hereto and made a part hereof, and (ii) all extensions or renewals thereof.

"Obligations" shall mean all present and future Lender Debt, whether at stated maturity, by acceleration or otherwise (including, without limitation, all interest thereon, whether accruing prior or subsequent to the commencement of a bankruptcy or similar proceeding involving any Credit Party as a debtor), and all present and future obligations of each of the Credit Parties under each of the Loan Documents.

"Patents" shall mean (i) all utility, design and plant patents, utility models, industrial designs, inventor certificates and statutory invention registrations of the United States, all whether now or hereafter owned by any Grantor, including, but not limited to, those described in Schedule B annexed hereto and made a part hereof, and (ii) all reissues, continuations, continuations-in-part, divisionals or term restorations and all extensions thereof and all licenses thereof.

"Patent Applications" shall mean (i) all applications for Patents that have been filed in the U.S. Patent and Trademark Office as of the effective date of this Agreement, or in the future, that have not yet issued as patents, all whether now or hereafter owned by any Grantor, including, but not limited to, those described on Schedule B hereto and (ii) all reissues, continuations, continuations-in-part, divisionals or term restorations and all extensions thereof and all licenses thereof.

"Trademarks" shall mean (i) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, all whether now or hereafter owned by any Grantor, including, but not limited to, those registrations or applications for registration described in Schedule A annexed hereto and made a part hereof, and (ii) all reissues, extensions or renewals thereof.

3. Representations, Warranties and Covenants of the Grantors. Each Grantor hereby represents and warrants and covenants and agrees as follows (which representations and warranties shall survive the execution of this Agreement and shall be deemed to be incorporated in each Borrower's Certificate submitted to the Agent pursuant to §2.5 of the Credit Agreement, and shall be deemed repeated and confirmed (except as otherwise specified herein or in a Written Notice by the Borrower in connection with any borrowing or Letter of Credit) with respect

to, and as of the date of, each borrowing and each issuance of a Letter of Credit hereunder and each notice thereof, provided, that any representation and warranty which is made as of a specified date shall be deemed repeated as of such date):

- (a) Title to Trademarks. Except as set forth in Schedule A, such Grantor has the sole, full and clear title to the registered United States Trademarks for the goods and services covered by the registrations thereof and such registrations are valid and subsisting and in full force and effect.
- (b) Use of Trademarks. Except to the extent that (i) the Agent, upon prior written notice by such Grantor, shall consent, or (ii) such Grantor determines in its reasonable business judgement that a Trademark has negligible economic value and such Trademark is no longer utilized in the ordinary course of such Grantor's business, such Grantor (either itself or through licensees) will continue to use commercially reasonable efforts to maintain the validity of the Trademarks.
- (c) Title to Patents; Etc. Except as set forth in Schedule B, such Grantor has the sole, full and clear title to each of the Patents and Patent Applications listed on Schedule B hereto. None of the Patents or Patent Applications has been abandoned or dedicated, and, except to the extent that (i) the Agent, upon prior written notice by such Grantor, shall consent, or (ii) such Grantor determines in its reasonable business judgment that a Patent or Patent Application has negligible economic value and such Patent or Patent Application is no longer utilized in the ordinary course of such Grantor's business, such Grantor will use commercially reasonable efforts to not do any act, or knowingly omit to do any act, whereby the Patents or the Patent Applications may become abandoned or dedicated and shall notify the Agent promptly if it knows of any reason or has reason to know that any application or registration may become abandoned or dedicated.
- (d) Title to Copyrights; Etc. Except as set forth in Schedule C, such Grantor has the sole, full and clear title to the registered United States Copyrights shown on Schedule C hereto and each of said Copyrights is subsisting and in full force and effect. None of the registered United States Copyrights has been abandoned or dedicated, and, except to the extent that (i) the Agent, upon prior written notice by such Grantor, shall consent, or (ii) such Grantor determines in its reasonable business judgement that a Copyright has negligible economic value and such Copyright is no longer utilized in the ordinary course of such Grantor's business, such Grantor will use commercially reasonable efforts to not do any act, or knowingly omit to do any act, whereby the registered United States Copyrights may become abandoned or dedicated, and shall notify the Agent promptly if it knows of any reason or has reason to know that any such registration may become abandoned or dedicated.
- (e) Further Assurances. Each Grantor will perform all acts and execute all documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office and the United States Copyright Office, reasonably requested by the Agent at any time to evidence, perfect, maintain, record and enforce the Agent's interest in the IP Collateral or otherwise in furtherance of the provisions of this Agreement.
- (f) Costs and Expenses. Each Grantor will promptly indemnify the Agent for any and all reasonable and documented out of pocket costs, sums, and expenses which the Agent may pay or incur pursuant to the provisions of this Agreement or in enforcing the Obligations, the IP Collateral or the security interest granted hereunder, including,

but not limited to, all filing or recording fees, court costs, collection charges, travel, and reasonable attorneys' fees, all of which, together with interest at the highest rate then payable on the Obligations, shall be part of the Obligations and be payable on demand.

- (g) Pledge of Additional Patents, Trademarks and Copyrights. In the event any Grantor, either itself or through any agent, employee, licensee or designee, (i) files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, United States Copyright Office or any similar office or agency of the United States or any State thereof, or (ii) files any assignment of any patent, trademark or copyright which such Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office, United States Copyright Office or any similar office or agency of the United States or any State thereof, such Grantor shall promptly notify the Agent thereof, and, upon request of the Agent, acting reasonably, shall promptly, but in no event more than 10 business days subsequent to such notice, execute and deliver any and all collateral assignments, agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's interest in such Patent, Trademark or Copyright and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.
- (h) Agent Appointed Attorney-in-Fact. Each Grantor hereby constitutes and appoints the Agent its attorney-in-fact to execute and file, upon the occurrence and during the continuance of an Event of Default, and provided that such Event of Default shall have not been previously waived, or remedied or cured within any applicable grace or cure periods, all such writings which the Agent may reasonably deem necessary or advisable for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable while any Obligations remain unpaid or unperformed or any Commitment remains outstanding.
- (i) Grantor Authority, Etc. Each Grantor has the right and power to make the collateral assignment and to grant the security interest herein granted; and the IP Collateral is not now, and at all times hereafter will not be, subject to any Liens or assignments of any nature whatsoever, except for Permitted Liens, or with respect to any IP Collateral, liens arising by operation of law in the ordinary course of business, or in favor of the Agent, and as far as each Grantor is aware none of the IP Collateral is subject to any Claim.
- (j) Negative Pledge. Except to the extent that the Agent, upon prior written notice from any Grantor, shall consent (such consent not to be unreasonably withheld), or as permitted under the Credit Agreement, no Grantor will (except in the ordinary course of business) assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive license, or otherwise dispose of any of the IP Collateral, and nothing in this Agreement shall be deemed a consent by the Agent or any Secured Party to any such action except as expressly permitted herein (including but not limited to paragraphs 3(b), 3(c) and 3(d) hereof).
- (k) No Additional Patents, Trademarks or Copyrights. As of the date hereof, neither any of the Grantors nor any Affiliate or Subsidiary thereof owns any material Patents, Trademarks or Copyrights, or has any Patents, Trademarks or Copyrights registered in, or the subject of pending applications in, the United States Patent and Trademark Office or the United States Copyright Office, other than those grants, registrations or applications for registrations described in Schedules A, B and C hereto.

Notwithstanding the preamble to this Section 3, no Grantor shall be under an obligation to repeat, confirm or update the foregoing representation, except that each Grantor shall be under an obligation to update the foregoing representation with respect to the ownership of Patents, Trademarks or Copyrights registered in, or the subject of pending applications in, the United States Patent and Trademark Office or the United States Copyright Office, which obligation shall arise no more than once each quarter (unless an Event of Default shall have occurred and be continuing, in which case such obligation shall arise as often as the Agent shall determine).

- (l) Additional Further Assurances. Each Grantor will take all reasonably necessary steps in any proceeding before the United States Patent and Trademark Office or the United States Copyright Office to maintain each application and registration and grant of the Trademarks, Copyrights, Patents and Patent Applications, including, without limitation, filing renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under paragraphs 3(b), 3(c) and 3(d) hereof).
- (m) Agent Not Liable. Each Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Agent and each Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by such Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by such Grantor (or any Affiliate or Subsidiary thereof). Each Grantor agrees that neither the Agent nor any Secured Party assumes, and neither the Agent nor any Secured Party shall have any responsibility for, the payment of any sums due or to become due under any agreement or contract included in the IP Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by such Grantor, and such Grantor hereby agrees to indemnify and hold the Agent and each Secured Party harmless with respect to any and all claims by any person relating thereto.
- (n) Agent's Rights. The Agent may, acting reasonably, pay any reasonable amount or do any act reasonably required of any Grantor hereunder or reasonably requested by the Agent to preserve, defend, protect, maintain, record or enforce any Grantor's obligations contained herein, the Obligations, the IP Collateral, or the right, title and interest granted the Agent herein, and which such Grantor fails to do or pay, and any such payment shall be deemed an advance by the Agent to such Grantor and shall be payable on demand together with interest at the default rate as set forth in Section 2.10(e) of the Credit Agreement.
- (o) Protection of Trademarks. Each Grantor agrees that if it, or any of its Affiliates or Subsidiaries, becomes actually aware of any use by any Person of any term or design likely to cause confusion with any material Trademark, it shall promptly notify the Agent of such use and, if reasonably requested by the Agent, shall join with the Agent, at such Grantor's expense, in such action as the Agent, in its reasonable discretion taking into account the economic value of the Trademarks, may deem advisable for the protection of the Agent's interest in and to the Trademarks, it being understood that the foregoing shall not preclude such Grantor from bringing an action against a Person other than the Agent or the Secured Parties for the protection of the Grantor's interest in and to such Trademarks.

- (p) Licenses of Trademarks, Patents and Copyrights. All material licenses of its Trademarks, Patents and Copyrights which any Grantor has granted to third parties as of the date hereof are set forth in Schedule D hereto. Neither the Agent nor any Secured Party shall take any action to disturb such licenses.

4. Authenticated Document/Financing Statements.

- (a) This Agreement constitutes an authenticated record, and each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the IP Collateral, without the signature of such Grantor, in such filing offices as the Agent shall reasonably deem appropriate, and each Grantor shall execute and deliver to the Agent such financing or continuation statements, and amendments thereto, promptly upon the reasonable request of the Agent and shall pay the Agent's reasonable costs and expenses incurred in connection therewith.
- (b) Each Grantor hereby agrees that a carbon, photographic, or other reproduction of this Agreement or of a financing statement signed by such Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

5. Remedies. Upon the occurrence and during the continuance of an Event of Default, and provided that such Event of Default shall have not been previously waived, or remedied or cured under any applicable grace or cure periods in addition to all other rights and remedies of the Agent, whether under law, the Credit Agreement or otherwise (all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without notice to, or consent by, any Grantor), the Agent shall have the following rights and remedies:

- (a) the Agent may, at any time and from time to time, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents, Trademarks or Copyrights, throughout the world for such term or terms, on such conditions, and in such manner, as the Agent reasonably considers desirable;
- (b) the Agent may (without assuming any obligations or liability thereunder), at any time, enforce against any licensee or sublicensee all rights and remedies of any Grantor in, to and under any one or more license agreements with respect to the IP Collateral, and take or refrain from taking any action under any license or sub-license thereof, and each Grantor hereby releases the Agent and each Secured Party from, and agrees to hold the Agent and each Secured Party free and harmless from and against, any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement;
- (c) the Agent may, at any time and from time to time, assign, sell, or otherwise dispose of, the IP Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the IP Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Agent shall reasonably deem appropriate or proper; and
- (d) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the IP Collateral pursuant to subparagraph 4(c) hereof, the Agent may, at any time, pursuant to the authority granted in the Powers of Attorney described in paragraph 6 hereof (such authority becoming effective on the occurrence

and remaining effective during the continuation as hereinabove provided of an Event of Default), execute and deliver on behalf of any Grantor, one or more instruments of assignment of the Patents, Trademarks or Copyrights (or any application or registration thereof), in form suitable for filing, recording or registration in any country. Each Grantor agrees to pay when due all reasonable costs incurred in any such transfer of the Patents, Trademarks or Copyrights, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations. Except as otherwise provided in the Credit Agreement, the Agent may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by the Agent, and then to the Obligations, in such order as to principal or interest as the Agent may desire; and each Grantor shall remain liable and will pay the Agent on demand any deficiency remaining, together with interest thereon at a rate equal to the default rate as set forth in Section 2.10(e) of the Credit Agreement, and the balance of any expenses unpaid. Nothing contained herein shall be construed as requiring the Agent to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the IP Collateral, or any of it, after the occurrence or during the continuation as hereinabove provided of an Event of Default, each Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Trademarks, Patents or Copyrights and its customer lists and other records relating to the Trademarks, Patents or Copyrights and to the distribution of said products, to the Agent or its designee.

6. Delivery of Powers of Attorney. Concurrently with the execution and delivery hereof, each Grantor is executing and delivering to the Agent, in the form of Exhibit 1 hereto, five originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks, Patents and Copyrights pursuant to subparagraphs 4(c) and (d) hereof and each Grantor hereby releases the Agent and each Secured Party from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Agent under the powers of attorney granted herein, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of the Agent.
7. Amendments and Modification. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement and executed by the party to be charged.
8. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the successors, assigns or other legal representatives of each Grantor, and shall together with the rights and remedies of the Agent hereunder, be binding upon and inure to the benefit of the Agent, its successors, assigns or other legal representatives.
9. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.**
10. **WAIVER OF JURY TRIAL AND SETOFF; CONSENT TO JURISDICTION; ETC.**
 - (a) In any litigation in any court with respect to, in connection with, or arising out of this Agreement, the IP Collateral, or any other Loan Document or any instrument or

document delivered pursuant to this Agreement, or the validity, protection, interpretation, collection or enforcement thereof, or any other claim or dispute howsoever arising, between any Grantor and the Secured Parties or the Agent, EACH GRANTOR HEREBY, to the fullest extent it may effectively do so, waives the right to interpose any setoff, recoupment, counterclaim or cross-claim in connection with any such litigation, irrespective of the nature of such setoff, recoupment, counterclaim or cross-claim, unless such setoff, recoupment, counterclaim or cross-claim could not, by reason of any applicable procedural laws, be interposed, pleaded or alleged in any other action and waives any right to special, exemplary, consequential, or punitive damages; and AGENT, EACH SECURED PARTY AND EACH GRANTOR WAIVES TRIAL BY JURY IN CONNECTION WITH ANY SUCH LITIGATION. EACH GRANTOR AGREES THAT THIS PARAGRAPH 10 IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND ACKNOWLEDGES THAT THE SECURED PARTIES WOULD NOT EXTEND TO THE BORROWER ANY LOANS OR FINANCIAL ACCOMMODATIONS UNDER THE CREDIT AGREEMENT IF THIS PARAGRAPH 10 WERE NOT PART OF THIS AGREEMENT.

- (b) Each Grantor hereby irrevocably consents to the jurisdiction of the Courts of the Commonwealth of Massachusetts and any Federal Court located in the City of Boston in connection with any action or proceeding arising out of or relating to this Agreement, the IP Collateral, or any other Loan Document or any document or instruments delivered pursuant to this Agreement. In any such litigation, each Grantor waives, to the fullest extent it may effectively do so, personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to such Grantor at its address for notice determined in accordance with paragraph 10 hereof. Each Grantor hereby waives, to the fullest extent it may effectively do so, the defenses of forum non-conveniens and improper venue.

11. Address for Notices. All notices and other communications provided for hereunder shall be in writing and shall be sent and deemed to have been received as set forth in Section 12.4 of the Credit Agreement.
12. Security Interest Absolute. All rights of the Agent and security interests hereunder, and all of the obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of:
- (a) any lack of validity or enforceability of any of the Loan Documents or any other agreement or instrument relating thereto;
 - (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other amendment or waiver of or any consent to any departure from any of the Loan Documents;
 - (c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or
 - (d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, any Grantor or a third party grantor of a security interest.

13. Intent. It is intended that this Agreement supplement that certain Security Agreement, dated as of even date herewith, by and among the Parent, the Borrower, each Grantor, each of the other Domestic Subsidiaries party thereto, and the Agent (the "All Asset Security Agreement"). All provisions of the All Asset Security Agreement shall apply to the IP Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the All Asset Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the All Asset Security Agreement with respect to all other Collateral.
14. Continuing Security Interest, Assignments.
- (a) This Agreement shall create a continuing security interest in the IP Collateral and shall (i) remain in full force and effect until the later of (x) payment in full of the Obligations, and (y) the expiration or termination of the Commitments and the reduction of the Letter of Credit Usage to zero, (ii) be binding upon and inure to the benefit of, and be enforceable by, each Grantor, its successors and assigns, and (iii) be binding upon and inure to the benefit of, and be enforceable by, the Agent and its successors, permitted transferees and assigns.
- (b) Upon (i) the payment in full and termination of the Obligations (including, without limitation, known Contingent Obligations) then outstanding, (ii) the expiration or termination of the Commitments, and (iii) the reduction of the Letter of Credit Usage to zero, the security interest granted hereby shall terminate and all rights to the IP Collateral shall revert to Grantors. Upon any such termination, the Agent will, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.
15. Captions; Separability. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed as of the day and year first above written.

GRANTORS:


PARENT:

CABLE DESIGN TECHNOLOGIES CORPORATION

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT


BORROWER:

CABLE DESIGN TECHNOLOGIES INC.

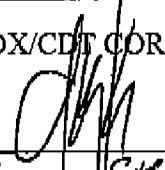
By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

DOMESTIC SUBSIDIARIES:

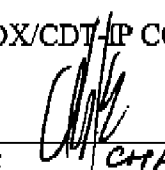
CDT INTERNATIONAL HOLDINGS INC.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

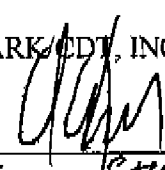
NORDX/CDT CORP.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

NORDX/CDT-IP CORP.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

X-MARK/CDT, INC.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

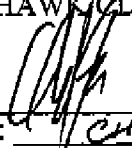
THERMAX/CDT INC.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

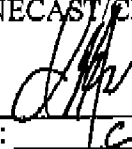
DEARBORN/CDT INC.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

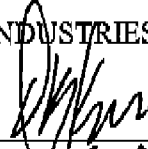
RED HAWK/CDT, INC.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

TENNECAST/EDT, INC.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

A.W. INDUSTRIES, INC.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

Accepted and Agreed:

FLEET NATIONAL BANK, as Administrative Agent

By: 
Name: _____
Title: _____

Schedule A to Security AgreementTRADEMARKSOwned by Cable Design Technologies, Inc.

<u>Trademark</u>	<u>Registration or Application No. and Date</u>	<u>Status</u>
PHALO	Reg. No. 1842278 Issued June 28, 1994	
CABLE DESIGN TECHNOLOGIES & Design	Reg. No. 1777739 Issued June 22, 1993	
CDT & Design	Reg. No. 1767302 Issued April 27, 1993	
STAT-PATH	Reg. No. 1713353 Issued September 8, 1992	
PERFECT PAIR	Reg. No. 1189845 Issued February 16, 1982	
PERFECT STRIPE	Reg. No. 1189846 Issued February 16, 1982	
COPOLENE	Reg. No. 1387402 Issued March 25, 1986	
COPOLENE II	Reg. No. 1526684 Issued February 28, 1989	
PLENECON	Reg. No. 1256744 Issued November 8, 1983	
CDT LOGO WITH CABLE DESIGN TECHNOLOGIES	Reg. No. 1950332 Issued January 23, 1996	
DUOSHIELD 100	Reg. No. 2139405 Issued February 24, 1998	
SHIELDED DATA/BOND 100	Reg. No. 2067793 Issued June 3, 1997	
COLUMBIA ELECTRONICS CABLE	Reg. No. 2065478 Issued May 27, 1997	
RISERLITE	Reg. No. 2,145,407 Issued March 17, 1998	
FUTURE PROOF	Reg. No. 2245189 Issued May 11, 1999	

NORLAN	Reg. No. 2116760 Issued November 25, 1997
SHIELDNET	Reg. No. 2145117 Issued March 17, 1998
NORDX/CDT	Reg. No. 2107807 Issued October 21, 1997
NORDX	Reg. No. 2348891 Issued May 9, 2000
LANX	Reg. No. 2111710 Issued November 11, 1997
GIGALAN	Reg. No. 2188181 Issued September 8, 1998
QWIK LITE	Reg. No. 2152972 Issued April 21, 1998
QWIK CONNECT	Reg. No. 2146711 Issued March 24, 1998
LITE CONNECT	Reg. No. 2152973 Issued April 21, 1998
CELLTEC	Reg. No. 1934013 Issued November 7, 1995
NEK/CDT	Reg. No. 2125519 Issued December 30, 1997
WEST PENN WIRE	Appln. No. 76/201628 Filed January 30, 2001
MONTROSE/CDT	Reg. No. 2573047 Issued May 28, 2002
Q-SCAN	Reg. No. 2331202 Issued March 21, 2000
RAYDEX/CDT	Reg. No. 2323317 Issued February 29, 2000
CONCEPT ONE FIBER MANAGEMENT SYSTEM	Reg. No. 2066930 Issued June 3, 1997
ACCUSPLICE	Reg. No. 2050831 Issued April 8, 1997
RED HAWK	Reg. No. 1995321 Issued August 20, 1996

NORLAN	Appln. No. 76/111192 Filed August 17, 2000
NORLAN/CDT	Appln. No. 76//111189 Filed August 17, 2000
POWERSENSE	Appln. No. 76/399165 Filed April 23, 2002
DUAL-MEDIA	Reg. No. 1702975 Issued July 28, 1992
TRI-MEDIA	Reg. No. 1761168 Issued March 30, 1993
QUAD-MEDIA	Reg. No. 1772256 Issued May 18, 1993
CABLEMATE PLANNER	Reg. No. 1725588 Issued October 20, 1992
SUPERLAN	Reg. No. 1711338 Issued September 1, 1992
MOHAWK	Reg. No. 1376358 Issued December 24, 1985
MEGALAN	Reg. No. 1790941 Issued August 31, 1993
THERMO-PLEN	Reg. No. 2050475 Issued April 8, 1997
TRUELITE	Reg. No. 1784780 Issued July 27, 1993
TRUEBEAM	Reg. No. 1784779 Issued July 27, 1993
MEGAPATCH	Reg. No. 1775790 Issued June 8, 1993
ADVANCE NET	Reg. No. 1906359 Issued July 18, 1995
MICRO LOOSE TUBE	Reg. No. 1898370 Issued June 6, 1995
SPECTRA-LAN	Reg. No. 1944135 Issued December 26, 1995
TOTALAN-300	Reg. No. 1954821 Issued February 6, 1996

HERCULES-TRIAX	Reg. No. 1971984 Issued April 30, 1996
SPECTRUM	Reg. No. 1968944 Issued April 16, 1996
OMNI-GUARD	Reg. No. 2438693 Issued March 27, 2001
ADVANCE PATCH	Reg. No. 2209542 Issued December 8, 1998
MOHAWK/CDT	Reg. No. 2311577 Issued January 25, 2000
ONE PULL	Reg. No. 2241987 Issued April 27, 1999
ADVANCE LINK	Reg. No. 2229645 Issued March 2, 1999
FLAT NET	Reg. No. 2323009 Issued February 29, 2000
FLAT MATE	Reg. No. 2471878 Issued June 24, 2001
ADVANCE MATE	Reg. No. 2559154 Issued April 9, 2002
ADVANCENET PLUS	Reg. No. 2345759 Issued March 12, 2002
SYSTEM MATE	Reg. No. 2557563 Issued April 9, 2002
CABLE FLASH	Reg. No. 2363062 Issued June 27, 2000
MEGALITE	Reg. No. 2446772 Issued April 24, 2001
ADVANCELITE	Reg. No. 2364213 Issued July 4, 2000
OPTILITE	Reg. No. 2491092 Issued September 15, 2001
POWER INTO THE FUTURE	Appln. No. 75/546774 September 1, 1998
HOME LAN	Reg. No. 2619082 Issued September 10, 2002

SELAN	Appln. No. 75/874053 Filed December 17, 1999	
NETSYNC	Reg. No. 2435138 Issued March 13, 2001	
DURASTRIPE	Appln. No. 76/015780 Filed April 3, 2000	
INST-RULE	Appln. No. 76/022320 Filed April 10, 2000	
EZ-RULE	Appln. No. 76/021779 Filed April 10, 2000	
TRUE-LENGTH	Appln. No. 76/021771 Filed April 10, 2000	
SPEED GAUGE	Appln. No. 76/022318 Filed April 10, 2000	
ADVANCE LAN	Reg. No. 2449308 Issued May 8, 2001	
PLENUM PLUS	Appln. No. 76/193304 Filed January 12, 2001	3rd party request for an extension of time to file an opposition has been filed at the TTAB
FIBER GROUP	Appln. No. 76/273755 Filed June 19, 2001	
ULTRANET	Appln. No. 76/284426 Filed July 11, 2001	
PLENGUARD	Reg. No. 2607538 Issued August 13, 2002	
SINGULATED RIBBON	Appln. No. 76/388552 Filed March 29, 2002	

Owned by Thermax/CDT, Inc.

<u>Trademark</u>	<u>Registration or Application No. and Date</u>
WHISPER CABLE	Reg. No. 1066142 Issued May 24, 1977

Owned by A.W. Industries, Inc.

<u>Trademark</u>	<u>Registration or Application No. and Date</u>
HOTMATE	Reg. No. 2556888 Issued April 12, 2002
AWI & Design	Reg. No. 2531065 January 22, 2002
YOUR PROBLEMS + AWI = SOLUTIONS	Appln. No. 76/242243 Filed April 17, 2001

Owned by Nordx/CDT Corp.

<u>Trademark</u>	<u>Registration or Application No. and Date</u>	<u>Status</u>
MIGRABLOC F/S	Reg. No. 983767 Issued May 14, 1974	
STALBOND	Reg. No. 1329327 Issued April 9, 1985	
TELADAPT	Reg. No. 1052330 Issued November 9, 1976	
DYNATRAX	Reg. No. 2105761 Issued October 14, 1997	
OPTIMAX	Reg. No. 2273290 Issued August 31, 1999	
NORTHCOM	Reg. No. 2188094 Issued September 8, 1998	
NORLAN	Reg. No. 2116760 Issued November 25, 1997	
NORDX/CDT	Reg. No. 2107807 Issued October 21, 1997	
NORDX	Reg. No. 2348891 Issued May 9, 2000	
NORDX/CDT	Reg. No. 2526389 Issued January 8, 2002	
IBDN	Reg. No. 2251173 Issued June 8, 1999	

EZ-MDVO	Reg. No. 2382131 Issued September 5, 2000	
RUN	Reg. No. 2462151 Issued June 19, 2001	
NORS	Appln. No. 75/709336 Filed May 19, 1999	
FIBER EXPRESS	Appln. No. 75/889720 Filed January 7, 2000	Suspended June 2, 2002
GIGAFLEX	Appln. No. 75/889717 Filed January 7, 2000	
INTERFACE	Appln. No. 76/255532 Filed May 11, 2001	
GIGABIX	Appln. No. 76/330678 Filed October 26, 2001	
MEDIA FLEX	Appln. No. 76/333224 Filed November 2, 2001	

Schedule B to Security AgreementPATENTSIssued to Cable Design Technologies, Inc.

<u>Title</u>	<u>Patent No. and Date Issued</u>	<u>Status</u>
A Ribbon Made of Polytetrafluorethylene, But Having Lens or Trapezoidal Cross Section Used for Wrapping	Patent Reg. No. 4791966 Issued December 20, 1988	
Electrical Connectors	Patent Reg. No. 6299492 Issued October 9, 2001	
Dual Insulated Data Communication Cable	Patent Reg. No. 5841072 Issued November 24, 1998	
Cable with Dual Layer Jacket	Patent Reg. No. 6441308 Issued August 27, 2002	
Independent Twin-Foil Shielded Data Cable	Patent Reg. No. 5434354 Issued July 18, 1995	
Multiple Twisted Pair Data Cable with Concentric Cable Groups	Patent Reg. No. 5544270 Issued August 6, 1996	
Multiple Twisted Pair Data Cable with Concentric Cable Groups	Patent Reg. no. 5821466 Issued October 13, 1998	
Making Enhanced Data Cable with Cross-Twist Cabled Core Profile	Patent Reg. No. 6074503 Issued June 13, 2000	
Data Communication Cable	Patent Reg. No. 5834697 Issued November 10, 1998	
A Shifted-Plane Core Geometry Cable	Patent Reg. No. 6162992 Issued December 19, 2000	
Multi-Pair Data Cable with Configurable Core Filling and Pair Separation	Patent Reg. No. 6248954 Issued December 19, 2000	

A Shifted-Plane Core Geometry Cable

Patent Reg. No. 6303867
Issued October 16, 2001

Issued to Nordx/CDT Corp.

Title	Patent No. and Date Issued or Filed	Status
Bending Overlapping Edge Portion of Metal Shield Around Cable Core	Patent Reg. No. 4377908 Issued March 29, 1983	
Insulating Electrical Conductor	Patent Reg. No. 4605525 Issued August 12, 1986	
Methods and Apparatus for Making Electrical Cable	Patent Reg. No. 4778543 Issued October 18, 1988	
Method and Apparatus for Coloring Polymer-Insulated Wire	Patent Reg. No. 4708887 Issued November 24, 1987	
Forming Metal Shield from Tape	Patent Reg. No. 4984357 Issued January 15, 1991	
Method and Apparatus for Providing Jackets on Cable	Patent Reg. No. 5162120 Issued November 10, 1992	
Methods and Apparatus for Printing onto Cable Jacket	Patent Reg. No. 5223852 Issued June 29, 1993	
Extrusion Apparatus	Patent Reg. No. 5211963 Issued May 18, 1993	
Extrusion Apparatus and Methods of Extrusion	Patent Reg. No. 5250249 Issued October 5, 1993	
Inside Telecommunications Cable	Patent Reg. No. 4562302 Issued December 31, 1985	

Color Coding Identification of Conductors in Telecommunications Cable	Patent Reg. No. 4528420 Issued July 9, 1985
Cradle for a Twisting Machine	Patent Reg. No. 4523423 Issued June 18, 1985
Manufacture of Telecommunications Cable Core	Patent Reg. No. 4604862 Issued August 12, 1986
Twisting of Telecommunications Cables	Patent Reg. No. 4794339 Issued December 27, 1988
Telecommunications Cable	Patent Reg. No. 4710594 Issued December 1, 1987
Fire Retardant & Water Blocking Filling Materials for Cables	Patent Reg. No. 5011880 Issued April 30, 1991
Method and Apparatus for Making a Cable core	Patent Reg. No. 4765130 Issued August 23, 1988
Method and Apparatus for Guiding Filamentary Material Onto a Reel	Patent Reg. No. 4756489 Issued July 12, 1988
Method and Apparatus for Making Reinforced Insulated Electrical Conductor	Patent Reg. No. 4999148 Issued March 12, 1991
Applying Jacket Material to Corrugated Metal Shields of Telecommunications Cable	Patent Reg. No. 5077449 Issued December 31, 1991
Forming Metal Shield from Tape	Patent Reg. No. 5018268 Issued May 28, 1991
Telecommunications Cable	Patent Reg. No. 5073682 Issued December 17, 1991

Gas Pressurizable Coaxial Cables & Cable Termination Fitting Assemblies	Patent Reg. No. 4689440 Issued August 25, 1987
Apparatus for Connecting Conductors to Terminals of a Cross-Connect Connector for Communication Lines	Patent Reg. No. 4709463 Issued December 1, 1987
Telecommunications Connector	Patent Reg. No. 4904210 Issued February 27, 1990
Telecommunications Connector	Patent Reg. No. 4904201 Issued February 27, 1990
Support Member for a Designation Label for Terminals of a Cross Connect	Patent Reg. No. 5080607 Issued January 14, 1992
Mounting Plate for Telecommunications Wall Outlet	Patent Reg. No. 5044987 Issued September 3, 1991
A Patch Panel	Patent Reg. No. 5385488 Issued January 31, 1995
Telecommunications Circuit Assemblies of Wires and Connectors	Patent Reg. No. 5350324 Issued September 27, 1994
Distributing Frame for Telecommunications Systems	Patent Reg. No. 4497411 Issued February 5, 1985
Distribution Frames and Electrical Connectors	Patent Reg. No. 4861283 Issued August 29, 1989
Electrical Connector for Mating with Insulation Displacement Terminals	Patent Reg. No. 4735574 Issued April 5, 1988
Electrical Conductor for Telecommunications Cable	Patent Reg. No. 4604497 Issued August 5, 1986

Extrusion Apparatus	Patent Reg. No. 4551087 Issued November 5, 1985
Production of Dielectric Insulation Layers Upon Electrical Conductors	Patent Reg. No. 4530851 Issued July 23, 1985
Manufacture of Telecommunications Cable Core Units	Patent Reg. No. 4577403 Issued March 25, 1986
Apparatus for Insulating Electrical Conductor	Patent Reg. No. 4710114 Issued December 1, 1987
Manufacture of Elongate Members of Indefinite Length	Patent Reg. No. 4659424 Issued April 21, 1987
Insulated Electrical Conductor Wire	Patent Reg. No. 4789589 Issued December 6, 1988
Magnetically Permeable Particles in Telecommunications Cable	Patent Reg. No. 4857676 Issued August 15, 1989
Electrically Insulated Wire	Patent Reg. No. 4869959 Issued September 26, 1989
Electrically Insulated Wire	Patent Reg. No. 4877467 Issued October 31, 1989
Pulp Insulated Telecommunications Conductor	Patent Reg. No. 4545858 Issued October 8, 1985
Method for Splicing Filamentary Material and Holding Devices Therefor	Patent Reg. No. 4765129 Issued August 23, 1988
Electrical Telecommunications Cable	Patent Reg. No. 5132488 Issued July 21, 1992

Multi-Terminal Electrical Connectors	Patent Reg. No. 5282754 Issued February 1, 1994
Multi-Terminal Electrical Connectors	Patent Reg. No. 5358414 Issued October 25, 1994
Telecommunications Cable	Patent Reg. No. 5424491 Issued October 8, 1993
In-Line Filtering Device for a Telecommunications Line	Patent Reg. No. 4827228 Issued May 2, 1989
Telecommunications Cable	Patent Reg. No. 5563377 Issued October 8, 1996
Forming Cable Core Units	Patent Reg. No. 4590754 Issued May 27, 1986
Cradle for a Twisting Machine	Patent Reg. No. 4550558 Issued November 5, 1985
Apparatus for Closing a Metallic Shield Around a Cable Core	Patent Reg. No. 4753002 Issued April 23, 1991
Cross Connect Connectors	Patent Reg. No. 4797124 Issued January 10, 1989
An Electrical Connector for Electrical Connection to Insulation Displacement Terminals	Patent Reg. No. 4927375 Issued May 22, 1990
Telecommunications Wall Outlets	Patent Reg. No. 4894024 Issued January 16, 1990
Methods of Making Telecommunications Cable	Patent Reg. No. 5658406 Issued August 19, 1997

Circuit Assemblies of PCB and Telecommunications Connectors	Patent Reg. No. 5326284 Issued July 5, 1994
An Optical Fiber Mechanical Splice	Patent Reg. No. 5394496 Issued February 28, 1995
Snap Together Enclosure for a Telephone Jack Receptacle	Patent Reg. No. 4887972 Issued December 19, 1989
Closed Loop Programmable Power and Communication System	Patent Reg. No. 5033112 Issued July 16, 1991
High Frequency Connector with Noise Canceling Characteristics	Patent Reg. No. 5779503 Issued July 14, 1998
General Inductive and Capacitive Next and Fext Compensation Method	Patent Reg. No. 6356162 Issued March 12, 2002
Connectors for Telecommunications Lines	Patent Reg. No. 4909754 Issued March 20, 1990
Cable Testing Apparatus	Patent Reg. No. 6259256 Issued July 10, 2001
Modular Connectors with Compensation Structures	Patent Reg. No. 6409547 Issued June 25, 2002
Double-Twisting Cable Machine and Cable Formed Therewith	Patent Reg. No. 6272828 Issued August 14, 2001
Apparatus for Adjusting the Coupling Reactances Between Twisted Pairs for Achieving a Desired Level of Crosstalk	Patent Reg. No. 6410845 Issued June 25, 2002
A Method and Apparatus for Adjusting the Coupling Reactances Between Twisted Pairs for Achieving a Desired...	Patent Reg. No. 6255593 Issued July 3, 2001

Fixture for Controlling the Trajectory of Wires to
Reduce Crosstalk

Patent Reg. No. 6379175
Issued April 30, 2002

Cross Web for Data Grade Cables

Patent Reg. No. 6365836
Issued April 2, 2002

Issued to A.W. Industries, Inc.

<u>Title</u>	<u>Patent No. and Date Issued</u>	<u>Status</u>
Connector Contact and Method	Patent Reg. No. 5511996 Issued April 30, 1996	
Electrical Connector	Patent Reg. No. 6299492 Issued October 9, 2001	

Issued to Thermax/CDT, Inc.

<u>Title</u>	<u>Patent No. and Date Issued or Filed</u>	<u>Status</u>
Static Eliminator	Patent Reg. No. 4565594 Issued January 21, 1986	
Insulated PTFE Cable	Patent Reg. No. 4999146 Issued March 12, 1991	
Soldering Gun	Patent Reg. No. 5117091 Issued May 26, 1992	
Thin Walled High Velocity Projection	Patent Reg. No. 5032073 Issued July 16, 1991	

PATENT APPLICATIONS

Filed by Cable Design Technologies, Inc.

<u>Title</u>	<u>Application No. and Date</u>	<u>Status</u>
A Connector Element for High-Speed Data Communications	Appln. No. 09/533728 Filed April 20, 2000	
Review of Patent (Method and Apparatus for Making Thermally Bonded Electrical Cable) West Penn	Appln. No. 08/428790 Filed April 13, 1995	
Twisted Pair Cable with Dual Layer Insulation Having Improved Transmission	Appln. No. 09/585072 Filed June 1, 2000	
Cable with Dual Layer Jacket	Appln. No. 10/187476 Filed July 1, 2002	
Enhanced Data Cable with Cross-Twist Cabled Core Profile	Appln. No. 09/532837 Filed March 21, 2001	
Multi-Pair Data Cable with Configurable Core Filling and Pair Separation	Appln. No. 09/853512 Filed May 11, 2001	

Filed by Nordx/CDT Corp.

<u>Title</u>	<u>Application No. and Date</u>	<u>Status</u>
High Speed Data Communication Cables	Appln. No. 09/412469 Filed October 5, 1999	
Double-Twisting Cable Machine and Cable Formed Therewith	Appln. No. 60/110739 Filed December 3, 1998	
Punch Down Insulation Displacement Connector Housing	Appln. No. 09/286114 Filed April 2, 1999	

Real Time Monitoring of Cable Patch Panel	Appln. No. 09/707081 Filed November 6, 2000
Electrostatic Discharge Protected Jack	Appln. No. 60/275045 Filed March 12, 2001
Spool in a Box	Appln. No. 60/262253 Filed January 17, 2001
Mini Coaxial Cable for Digital Network	Appln. No. 60/322641 Filed September 17, 2001
Box for Storing and Dispensing Cable	Appln. No. 10/050467 Filed January 16, 2002
Electrostatic Discharge Protected Jack	Appln. No. 10/097535 Filed March 12, 2002
Box for Payout of a Filamentary Product	Appln. No. 60/401223 Filed August 5, 2002
Very High Frequency Quad Pair Cable with Asymmetric Cross Web or Two T-Shaped Cross Webs	Appln. No. 60/364158 Filed March 13, 2002
Double Twist Twisting Machine	Appln. No. 10/148115 Filed November 24, 2000

Filed by A. W. Industries, Inc.

<u>Title</u>	<u>Application No. and Date</u>	<u>Status</u>
Electrical Connector*	Appln. No. 09/589012 Filed June 7, 2000	
Electrical Connector*	Appln. No. 09/866363 Filed May 25, 2001	

* Patent applications for which no representations or warranties, including those set forth in Section 3(c), are made by the Grantors.

Schedule C to Security AgreementCOPYRIGHTSOwned by Nordx/CDT Corp.

<u>Title</u>	<u>Registration No. and Date</u>	<u>Status</u>
Dynatrax Software Copyright	Reg. No. TX4536472 June 16, 1997	

Owned by A.W. Industries, Inc.

<u>Title</u>	<u>Registration No. and Date</u>	<u>Status</u>
Quality Manual: Issue Level 5, 1996 Version	Reg. No. TX4498666 February 19, 1997	
Quality Manual, 1997 Version	Reg. No. TX4493431 February 20, 1997	
AW Industries Connector Product Line Catalog	Reg. No. TX4426095 April 3, 1997	
AW Industries Connector Product Line Catalog, Photographs and Technical Drawings	Reg. No. VA766939 April 3, 1997	
First Edition of AWI Quality Manual	Reg. No. TX4355494 August 22, 1996	
AWI Industries, Inc. Presents Hotmate High Power Hot Pluggable Interconnection System Brochure	Reg. No. TX5255984 July 31, 2000	

Schedule D to Security Agreement

LICENSES

None

Exhibit 1 to
Security Agreement

SPECIAL POWER OF ATTORNEY

STATE OF)
) ss.:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, THAT CABLE DESIGN TECHNOLOGIES CORPORATION, a Delaware corporation with a principal place of business at Foster Plaza 7, 661 Andersen Drive, Pittsburgh, Pennsylvania 15220 (the "Parent"), CABLE DESIGN TECHNOLOGIES INC., a Washington corporation with a principal place of business at Foster Plaza 7, 661 Andersen Drive, Pittsburgh, Pennsylvania 15220 (the "Borrower"), and each of the DOMESTIC SUBSIDIARIES party hereto (the "Domestic Subsidiaries") (hereinafter, the Parent, the Borrower and the Domestic Subsidiaries shall singly be referred to as, an "Assignor" and collectively, as the "Assignors"), hereby appoint and constitute FLEET NATIONAL BANK, as Administrative Agent (hereinafter called "Assignee"), their true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of each Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of such Assignor in and to any letters patent, design and plant patents, utility models, industrial designs, inventor certificates and statutory invention registrations of the United States, and all registrations, recordings, reissues, continuations, continuations-in-part, term restorations and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and
2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of such Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
3. For the purpose of assigning, selling licensing or otherwise disposing of all right, title and interest of such Assignor in and to any copyrights, and all registrations, recordings, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and
4. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.


This power of attorney is made pursuant to a Security Agreement and Mortgage - Trademarks, Patents and Copyrights, dated the date hereof, as amended from time to time, by each Assignor in favor of Assignee and will take effect solely for the purposes of paragraphs 4(c) and (d) thereof and is subject to the conditions thereof and may not be revoked until the payment or performance in full of all "Obligations" as defined in such Security Agreement and Mortgage and expiration or termination of all "Commitments" as such term is used in the Credit Agreement (as defined in such Security Agreement).

Dated: October 24, 2002

ASSIGNORS:

PARENT:

CABLE DESIGN TECHNOLOGIES CORPORATION

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT


BORROWER:

CABLE DESIGN TECHNOLOGIES INC.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

DOMESTIC SUBSIDIARIES:

CDT INTERNATIONAL HOLDINGS INC.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

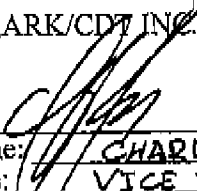
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Title: VICE PRESIDENT

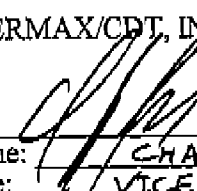
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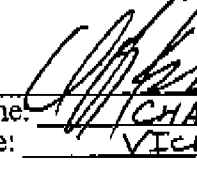
X-MARK/CDT INC.

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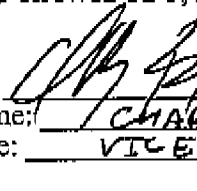
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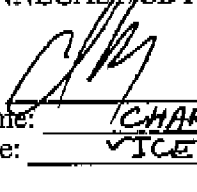
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A.W. INDUSTRIES, INC.

By: 
Name: CHARLES B. FROMM
Title: VICE PRESIDENT

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