

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Termination and Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank	The Chase Manhattan Bank	05/30/2003	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	International Wire Group, Inc.
Street Address:	101 South Hanley Road, Suite 400
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number
Serial Number:	75597774
Serial Number:	75597377
Registration Number:	2487743
Serial Number:	75621331
Serial Number:	74698075
Registration Number:	1961579
Registration Number:	1936886

CORRESPONDENCE DATA

Fax Number: (214)746-7777

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-746-7761

Email: phyllis.erehtaggio@weil.com

CH \$190.00 75597774

Correspondent Name: Weil,Gotshal & Manges,c/o Gayle M. Quinn
Address Line 1: 200 Crescent Court, Suite 300
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 66226.0039

NAME OF SUBMITTER: Phyllis Eremitaggio

Total Attachments: 7
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INTELLECTUAL PROPERTY TERMINATION AND RELEASE

THIS INTELLECTUAL PROPERTY TERMINATION AND RELEASE (this "Agreement") dated as of May 30 2003, is made by and among International Wire Group, Inc., a Delaware corporation (the "Company"), Camden Wire Co., Inc., a New York corporation ("Camden"), OWI Corporation, a New York corporation ("OWI"), Omega Wire, Inc., a Delaware corporation ("Omega"), International Wire Rome Operations, Inc., a Delaware corporation ("Wire Rome"), IWG Resources, LLC, a Nevada limited liability company ("IWG Resources"), Wire Technologies, Inc., an Indiana corporation ("Wire Technologies"; and collectively with the Company, Camden, OWI, Omega, Wire Rome and IWG Resources, the "Borrowers") and JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York banking corporation, as administrative agent for the Lenders (as defined below) (the "Administrative Agent"). Capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in the Credit Agreement.

RECITALS

A. WHEREAS, the Borrowers, International Wire Holding Company, a Delaware corporation ("Holdings"), the several banks and other financial institutions party thereto (the "Lenders") and the Administrative Agent entered into that certain Second Amended and Restated Credit Agreement dated as of December 20, 2001 (as amended to date, the "Credit Agreement").

B. WHEREAS, in connection with the Credit Agreement, the Borrowers granted a security interest in the patents identified on Exhibit A attached hereto (the "Patents") to the Administrative Agent for the benefit of the Lenders, pursuant to that certain Security Interest in Patent Rights (the "Patent Security Agreement") dated as of December 20, 2001.

C. WHEREAS, in connection with the Credit Agreement, the Company granted a security interest in the trademarks identified on Exhibit B attached hereto (the "Trademarks") to the Administrative Agent for the benefit of the Lenders, pursuant to that certain Security Interest in Trademark Rights (the "Trademark Security Agreement"; and together with the Patent Security Agreement, the "IP Security Agreements") dated as of December 20, 2001.

D. WHEREAS, in order to evidence the grant of security interests under the IP Security Agreements, the Borrowers caused the due execution and delivery of, *inter alia*, certain filings in the United States Patent and Trademark Office.

E. WHEREAS, the Borrowers, Holdings and the Administrative Agent have entered into that certain Termination and Release Agreement dated as of the date hereof (the "General Termination and Release") whereby they have terminated their respective obligations under the Credit Agreement, the other Loan Documents and all documents

and agreements delivered pursuant to the Credit Agreement and such other Loan Documents or in connection therewith.

F. WHEREAS, the Administrative Agent has agreed to terminate and release all security interests granted to or held by the Administrative Agent for the benefit of the Lenders as security for the Obligations under the Credit Agreement and the other Loan Documents.

G. WHEREAS, in order to evidence the release of the security interests granted pursuant to the IP Security Agreements, the Borrowers have requested, and the Administrative Agent, on behalf of the Lenders, has agreed to execute and deliver this Agreement.

NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, the Borrowers and the Administrative Agent hereby agree as follows:

SECTION 1. Termination, Release and Discharge. In furtherance of the releases granted pursuant to the General Termination and Release, the Administrative Agent agrees to terminate and release all security interests granted to or held by the Administrative Agent in the Patents and Trademarks as security for the Obligations under the Credit Agreement and the other Loan Documents. The Administrative Agent agrees that the Patents and Trademarks securing the Obligations are released and discharged (without recourse, representation or warranty) from the security interests granted pursuant to the IP Security Agreements automatically and without further action by the Administrative Agent and the Administrative Agent will forthwith terminate any security interests granted in connection therewith.

SECTION 2. Representation and Warranty of Administrative Agent. The Administrative Agent represents and warrants that it has the authority to execute and deliver this Agreement.

SECTION 3. Effectiveness. This Agreement becomes effective when all parties hereto have executed and delivered a counterpart hereof (including by way of facsimile transmission).

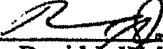
SECTION 4. Further Assurances. The Administrative Agent agrees that it shall, from time to time, at the expense of the Borrowers, execute, acknowledge and deliver to the Borrowers and its successors or assigns such instruments, agreements, and other documents as the Borrowers or their successors or assigns shall reasonably request in order to further evidence the releases and discharges described in Section 1 above.

SECTION 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.


INTERNATIONAL WIRE GROUP, INC.

By: 
Name: David J. Webster
Title: Senior Vice President and Secretary

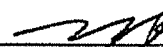
CAMDEN WIRE CO., INC.

By: 
Name: David J. Webster
Title: Senior Vice President and Secretary


IWG RESOURCES, LLC

By: 
Name: David J. Webster
Title: President and Secretary

INTERNATIONAL WIRE ROME OPERATIONS,
INC.

By: 
Name: David J. Webster
Title: Senior Vice President and Secretary

OWI CORPORATION

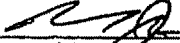
By: 
Name: David J. Webster
Title: Senior Vice President and Secretary

OMEGA WIRE, INC.

By: 
Name: David J. Webster
Title: Senior Vice President and Secretary

SIGNATURE PAGE TO THE INTELLECTUAL PROPERTY TERMINATION AND RELEASE

WIRE TECHNOLOGIES, INC.

By: 
Name: David J. Webster
Title: Senior Vice President and Secretary

JPMORGAN CHASE BANK, as administrative
agent for the Lenders

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO THE INTELLECTUAL PROPERTY TERMINATION AND RELEASE

TRADEMARK
REEL: 002683 FRAME: 0055

WIRE TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, as administrative
agent for the Lenders

By: Neil R. Boylan
Name: Neil R. Boylan
Title: Managing Director

SIGNATURE PAGE TO THE INTELLECTUAL PROPERTY TERMINATION AND RELEASE

Exhibit A

U.S. Patent Registrations and Applications

<u>PATENT TITLE</u>	<u>PATENT OR SERIAL NUMBER</u>
Apparatus and Method of Making Insulated Connector	U.S. Ser. No. 08/610,357
High Strength Silicone Composite Cable	
Wiring Bundle for Submersible Pump	U.S. Ser. No. 09/727,566
Wire Respooler	U.S. Patent No. 3,502,828

Exhibit B

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
DEKKO WIRE TECHNOLOGIES (and Design)	U.S. Ser. No. 74/698, 075
NRS	U.S. Reg. No. 1,961, 579
NRS NATIONAL REEL SERVICE	U.S. Reg. No. 1,936, 886