

07-17-2003



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102499454

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

1. Name of conveying party(ies): 7-1-03
 Wire Rope Corporation of America, Incorporated
 609 North Second Street
 St. Joseph, MO 64501

Individual(s) Association
 General Partnership Limited Partnership
 Corporation—State Connecticut
 Other _____

2. Name and address of receiving party(ies)

Wire Rope Corporation of America,
 Inc.
 Name: _____
 Internal _____
 Address: _____ JUL 1
 Street Address: 609 North Second Street
 City: St. Joseph State: MO Zip: 64501

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

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

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation – State Delaware
 Other _____

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

Execution Date: June 30, 2003

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

A. Trademark Application No.(s)

PLEASE SEE ATTACHED.

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED.

Additional number(s) attached? Yes No

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

Name: Elizabeth J. Moody, Esq.

Internal Address: _____

Paul, Weiss, Rifkind, Wharton & Garrison LLP

Street Address: _____

1285 Avenue of the Americas

City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved: 67

7. Total fee (37 CFR 3.41) _____ \$ 1,690.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

07/16/2003 DBYRNE 00000206 511202

DO NOT USE THIS SPACE

01 FC: 531
02 FC: 522

Statement and signature. 40.00 OP
1650.00 OP

To the best of my knowledge and belief the foregoing information is true and correct and any attached copy is a true copy of the original document

Elizabeth J. Moody
Name of Person Signing

Elizabeth J. Moody
Signature

7/2/03
Date

Total number of pages including cover sheet, attachments, and documents: 9

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

Trademark	App. #	Reg. #	Recorded Security Interest
(Design only) 71533331	71/533,331	511,202	HSBC Business Loans
(Design only) 71584315	71/584,315	576,187	HSBC Business Loans
(Design only) 71592735	71/592,735	580,161	HSBC, Northstar ⁵
(Design only) 72030406	72/030,406	659,208	HSBC Business Loans
(Design only) 72040009	72/040,009	688,970	HSBC, Citicorp ¹
(Design only) 72308243	72/308,243	942,542	HSBC, Citicorp ¹
(Design only) 72363117	72/363,117	912,107	HSBC, Citicorp ¹
(Design only) 72367295	72/367,295	949,634	HSBC Business Loans
(Design only) 73287748	73/287,748	1,213,787	HSBC, Citicorp ¹
(Design only) 73287749	73/287,749	1,178,813	HSBC, Citicorp ¹
(Design only) 73341724	73/341,724	1,243,398	HSBC, Citicorp ¹
(Design only) 73345034	73/345,034	1,275,758	HSBC, Citicorp ¹
(Design only) 73425586	73/425,586	1,327,980	HSBC, Citicorp ¹
(Design only) 73471210	73/471,210	1,366,060	HSBC Business Loans
(Design only) 73718663	73/718,663	1,854,444	HSBC Business Loans
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7-FLEX	73/787,426	1,608,812	HSBC Business Loans
BLACK STRAND	73/116,164	1,080,192	HSBC, Citicorp ¹
BRAID-LOC	72/183,521	773,924	HSBC Business Loans ⁴
BRODERICK & BASCOM	75/453,896	2,284,817	HSBC Business Loans
BRODRIL (Stylized)	71/670,328	609,794	HSBC Business Loans ⁴
BROLOC	71/671,929	609,795	HSBC Business Loans ⁴
FLEX-KOTE	74/318,974	1,777,638	HSBC ²
FLEX-X	73/629,233	1,470,416	HSBC ²
GRAY STRAND	72/027,774	655,686	HSBC Business Loans
HI-FATIGUE (Stylized)	71/394,904	356,888	HSBC Business Loans
HI-LASTIC	71/559,814	506,331	HSBC Business Loans
HI-VIS	75/500,149	2,365,683	
LESCHEN	72/363,118	917,012	HSBC, Citicorp ¹
LESCHEN (and design)	75/627,202	2,316,516	
MACWHYTE	71/056,667	83,754	HSBC Business Loans
MACWHYTE (Stylized)	71/120,765	129,992	HSBC Business Loans
NORSELAY	72/246,486	856,321	HSBC Business Loans
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PFV	73/038,530	1,029,156	HSBC Business Loans
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RED CORE	73/629,242	1,470,417	HSBC ²
REDLINE	73/361,324	1,242,564	HSBC, Citicorp ¹
RED-STRAND	72/363,119	933,754	HSBC, Citicorp ¹
SAFE-GUARD	72/062,938	684,291	HSBC Business Loans
SPACE-LAY	72/280,084	853,481	HSBC Business Loans ⁴
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SUPER-FLEX (Stylized)	73/435,193	1,294,370	HSBC ³
TORQUE-BALANCED	73/794,345	1,566,749	HSBC Business Loans

Trademark	App. #	Reg. #	Recorded Security Interest
TOWERPOWER 35	73/784,206	1,586,492	HSBC ²
TUF-FLEX	72/241,731	822,649	HSBC, Citicorp ¹
TUFFY (and Design)	74/105,719	1,664,696	HSBC ²
TUFFY (and Design)	71/697,869	633,836	HSBC ³
TUF-GRIP	75/674,478	2,523,916	
TUF-KOTE	74/318,973	1,814,697	HSBC ²
TUFWIRE (and Design)	72/012,233	668,871	HSBC, Citicorp ¹
UNION (and design)	75/627,201	2,319,042	
WHYTE STRAND	73/181,850	1,145,639	HSBC Business Loans
WIRECO	76/200,788	2,597,454	
WIRECO WR (and Design)	73/262,228	1,189,098	HSBC, Citicorp ¹
WIRELON (Stylized)	72/010,954	637,584	
WR (Stylized)	72/240,564	822,225	HSBC, Citicorp ¹
WR WIRECO (and design)	75/668,203	2,321,772	
WRCA	74/102,360	1,657,146	HSBC ²
WRCA (and design)	75/627,203	2,316,517	
XIP	72/184,190	786,634	HSBC, Citicorp ¹
XXIP	73/361,315	1,268,871	HSBC, Citicorp ¹
YELLOW STRAND (Stylized)	71/584,316	551,915	HSBC Business Loans
YELLOWBRAID	72/287,890	865,580	HSBC Business Loans

¹Security Interests granted from WRCA to Citicorp North America, Inc. DE, Corp., Norstar Bank of Upstate NY, and Continental Bank N.A.; also assignment of entire interest from BankAmerica Business Credit, Inc. (Continental's successor) to HSBC.

²Security Interests granted from WRCA to Continental Bank N.A.; also assignment of entire interest from BankAmerica Business Credit, Inc. (Continental's successor) to HSBC.

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⁴Release of Security Interest by First National Bank of Chicago completed but not recorded with USPTO.

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of June ___, 2003 made by Wire Rope Corporation of America, Incorporated, a Connecticut corporation ("Assignor"), in favor of Wire Rope Corporation of America, Inc., a Delaware corporation, (f/k/a Blue Wire Acquisition Corp.) (the "Assignee").

WHEREAS Assignor is the owner of the trademark registrations and applications listed on Schedule 1 attached hereto (the "Marks").

WHEREAS Assignee desires to acquire the Marks and any and all goodwill associated with the Marks;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of May 22, 2003, (as amended modified or supplemented from time to time) by and among Assignor, and Assignee, Assignor has agreed to assign all right, title and interest in and to the Marks and any and all goodwill associated with the Marks to Assignee; and

WHEREAS, the parties wish to record this assignment with the United States Patent and Trademark Office and the appropriate foreign offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in and to the Marks, along with the following:

- (a) the goodwill of the business symbolized by and associated with the Marks; and
- (b) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks.

2. Assignor agrees that upon request it will, without charge to Assignee, sign all papers, take all rightful oaths, and do all acts which may be necessary or reasonably desirable for vesting title to Marks (excluding any Marks that are deemed Foreign Intellectual Property, as that term is defined in the Asset Purchase Agreement) in Assignee, its successors, assigns and legal representatives or nominees. With respect to Marks that are deemed Foreign Intellectual Property, as that term is defined in the Asset Purchase Agreement, Assignor agrees that upon request it will sign all papers and take all rightful oaths which may be necessary, or reasonably desirable for vesting title to such Marks in Assignee, its successors, assigns and legal representatives or nominees. Assignor hereby appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-of-fact with full irrevocable power and authority in place and stead of Assignor and in the name of Assignor or in its own name, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate actions and to execute any and all documents and instruments which may be

necessary or desirable to accomplish the purposes of this Agreement. Furthermore, Assignor agrees that upon request it will, at Assignee's expense, cooperate fully with Assignor in the protection and enforcement of the Marks, including but not limited to, cooperating fully with Assignee in connection with any claims or suits brought by or against Assignee relating to the Marks.

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

WIRE ROPE CORPORATION OF
AMERICA, INCORPORATED

By: John D. Josendale
Name: John D. Josendale
Title: Senior Vice President

Agreed to and Acknowledged:

WIRE ROPE CORPORATION OF
AMERICA, INC.

By: _____
Name:
Title:

Marks, including but not limited to, cooperating fully with Assignee in connection with any claims or suits brought by or against Assignee relating to the Marks.

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

WIRE ROPE CORPORATION OF AMERICA, INCORPORATED

By: _____
Name:
Title:

Agreed to and Acknowledged:

WIRE ROPE CORPORATION OF AMERICA, INC.

By:  _____
Name:
Title:

SCHEDULE 1

TRADEMARKS AND SERVICE MARKS

Missouri

STATE OF NEW YORK)

ss.: *Jackson*

COUNTY OF NEW YORK)

On this ___ day of *June*, *2003* before me personally came *John Jasevolski*, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [he, ~~she~~] is the *the Vice President* of Wire Rope Corporation of America, Incorporated; [he, she] signed the instrument in the name of Wire Rope Corporation of America, Incorporated; and [he, she] had the authority to sign the instrument on behalf of Wire Rope Corporation of America, Incorporated.

Patricia Crabtree

Notary Public

PATRICIA CRABTREE
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: June 23, 2006

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