

10-02-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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034-394

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Liberty Wire & Cable, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____
Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No
Name: General Electric Capital
Internal Corporation, as agent
Address: _____
Street Address: 299 Park Avenue
City: New York
State: NY
Country: US Zip: 10171
 Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____
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)

3. Nature of conveyance / Execution Date(s):
Execution Date(s) May 5, 2006
 Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No. (s) _____
B. Trademark Registration No. (s) _____
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Laura Konrath
Internal Address: Winston & Strawn LLP
Street Address: 35 W. Wacker Dr.
City: Chicago
State: IL Zip: 60601
Phone Number: (312) 558-6352
Fax Number: (312) 558-5700
Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 54

7. Total fee (37 CFR 2.8(b)(8) & 3.41) \$ 2,120
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed Fee OK

8. Payment Information:
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:
Signature
Laura Konrath
Name of Person Signing
Date: 5/25/06
Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1469, Alexandria, VA 22313-1469

ORIGINAL

Continuation
Item

TRADEMARKS

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| <u>Mark</u> | <u>Registration/Serial No.</u> | <u>Reg./Filing Date</u> |
|---------------------|--------------------------------|-------------------------|
| ACTIVELINK | 78/861,930 | 4/14/2006 |
| ACTIVELINX | 78/861,930 | 4/14/2006 |
| ASSEMBLYCRAFTERS | 78/846,433 | 3/27/2006 |
| AUDIOCAT | 3,079,323 | 4/11/06 |
| AXLINK | 3,079,322 | 4/11/06 |
| BANANA-SPLIT | 78/815,376 | 2/15/2006 |
| CADBLOX | 78/602,157 | 4/5/2005 |
| CADQUOTE | 3,076,465 | 4/4/2006 |
| CATMASTER | 78/601,997 | 4/5/2005 |
| COAXMASTER | 78/604,689 | 4/8/2005 |
| COAXMASTER & Design | 2,691,131 | 2/23/03 |
| CONDUITMASTER | 3,071,114 | 3/21/06 |
| CONNECTEC | 78/604,688 | 4/8/2005 |
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| DIGITLINK | 78/602,227 | 4/5/2005 |
| EXTRAFLEX | 3,073,467 | 3/28/06 |
| EZ-CAP | 78/601,711 | 4/5/2005 |
| EZ-RGB | 78/815,370 | 2/15/2006 |
| EZ-STAGE | 78/602,251 | 4/5/2005 |
| EZLINX | 78/601,733 | 4/5/2005 |
| HOMETRAX | 78/601,734 | 4/5/2005 |
| INTERFLEX | 78/601,912 | 4/5/2005 |

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NEWYORK 5573717 (2X)

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|--------------------------------|------------|-----------|
| KO+ | 3,073,478 | 3/28/2006 |
| LABELCRAFTERS | 78/846,434 | 3/27/2006 |
| LIBERTY AV SOLUTIONS | 78/809,704 | 2/8/2006 |
| LIBERTY CONNECTIVITY SOLUTIONS | 78/809,679 | 2/8/2006 |
| LIBERTY WIRE & CABLE | 3,079,345 | 4/11/2006 |
| LIBERTYLINK | 78/601,971 | 4/5/2005 |
| LWC | 78/874,092 | 5/2/2006 |
| PANELCRAFTERS & Design | 2,899,282 | 2/3/2004 |
| PANELCRAFTERS | 78/604,698 | 4/8/2005 |
| PROJECTORNET | 3,071,106 | 3/21/06 |
| QUADFLEX | 3,071,107 | 3/21/06 |
| RACKMATE | 78/602,075 | 4/5/2005 |
| STAR QUAD | 3,073,579 | 3/28/2006 |
| TABLELINX | 3,071,113 | 3/21/06 |
| TABLELYNX | 78/809,699 | 2/8/2006 |
| TRUPHASE | 78/601,983 | 4/5/2005 |
| TIP | | |
| ULTRABLOCK | 3,073,484 | 3/28/2006 |
| ULTRACAP | 3,073,485 | 3/28/2006 |
| UNIVERSAL DIGITAL ASSEMBLY | 78/679,848 | 7/27/2005 |
| UNIVERSAL DIGITAL CABLE | 78/678,374 | 7/26/2005 |
| UNIVERSAL DIGITAL CONNECTION | 78/679,736 | 7/27/2005 |

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| UNIVERSAL DIGITAL LINX | 78/809,729 | 2/8/2006 |
| UNIVERSAL DIGITAL LYNX | 78/679,497 | 7/27/2005 |
| UNIVERSAL DIGITAL WIRE | 78/679,290 | 7/27/2005 |
| UNIVERSAL MEDIA ASSEMBLY | 78/679,851 | 7/27/2005 |
| UNIVERSAL MEDIA CABLE | 78/679,295 | 7/27/2005 |
| UNIVERSAL MEDIA CONNECTION | 78/679,734 | 7/27/2005 |
| UNIVERSAL MEDIA LINX | 78/809,927 | 2/8/2006 |
| UNIVERSAL MEDIA LYNX | 78/679,506 | 7/27/2005 |
| UNIVERSAL MEDIA WIRE | 78/679,424 | 7/27/2005 |
| WEBBLOX | 78/602,163 | 4/5/2005 |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2006, by LIBERTY WIRE & CABLE, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 3, 2006 by and among Communications Supply Corporation and the other Borrowers party thereto, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, the Credit Parties have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of March 3, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to that certain Instrument of Assumption and Joinder to Credit Agreement, Security Agreement and Loan Documents dated as of the date hereof (the "Joinder Agreement"), Grantor has agreed to be bound as a Credit Party by all of the terms and provisions of the Credit Agreement to the same extent as if Grantor had been a Credit Party on the Closing Date and has agreed to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as if Grantor had been a Grantor thereunder on the Closing Date;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

NY:1027423.3


- (a) all of its Trademarks to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIBERTY WIRE & CABLE, INC.

By: 

Andrew Szafran
Vice President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

[Signature Page – Liberty Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIBERTY WIRE & CABLE, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: *Artis Lin*
Name: Artis Lin
Title: Its Duly Authorized Signatory

[Signature Page - Liberty Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)

COUNTY OF New York)

ss.

On this 5th day of May, 2006 before me personally appeared Andrew Strawn proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LIBERTY WIRE & CABLE, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lisa A. Alexander
Notary Public

LISA A. ALEXANDER
Notary Public, State of New York
No. 01AL6132225
Qualified in Nassau County
Commission Expires August 22, 2009

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

[See Attached]

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| ULTRACAP | 3,073,485 | 3/28/2006 |
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| UNIVERSAL DIGITAL CABLE | 78/678,374 | 7/26/2005 |
| UNIVERSAL DIGITAL CONNECTION | 78/679,736 | 7/27/2005 |

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 This has been recorded at reel 3358/0824 on 6/28/06.

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