

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301477

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WPFY, INC.		04/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG, NEW YORK BRANCH
Street Address:	609 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	foreign banking corporation: GERMANY

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3715075	AC-90
Registration Number:	1647967	AC-LITE
Registration Number:	1886593	AFC CABLE SYSTEMS
Registration Number:	2122562	AMERICA CABLE SYSTEMS
Registration Number:	3520199	AMERICA CABLE SYSTEMS
Registration Number:	4033591	COLOR-TRAK
Registration Number:	1492988	CUSTOM CUTS
Registration Number:	1355076	(FLEX)4
Registration Number:	1594970	HCF-90
Registration Number:	1988636	HCF-LITE
Registration Number:	1328225	HOME RUN CABLE
Registration Number:	3358990	KAF-TECH
Registration Number:	3713117	MC-QUIK
Registration Number:	1414788	MC LITE
Registration Number:	3713118	MC STAT
Registration Number:	2404265	MC TUFF
Registration Number:	3711683	MC-PLUS
Registration Number:	1907213	
Registration Number:	1782264	SUPER NEUTRAL CABLE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1623514	TEMP-LITES
Registration Number:	1914118	THE INTELLIGENT CEILING
Registration Number:	1895560	THE INTELLIGENT FLOOR
Registration Number:	3686630	TUFF-TEMPS
Serial Number:	85950569	COLORSPEC

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Steven Keslowitz, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24079-1205
NAME OF SUBMITTER:	Steven Keslowitz
SIGNATURE:	/Steven Keslowitz/
DATE SIGNED:	04/15/2014

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement") dated as of April 9, 2014, is made by WPFY, INC., a Delaware corporation having a principal place of business at 960 Flaherty Drive, New Bedford, MA 02745 (the "Grantor"), in favor of DEUTSCHE BANK AG, NEW YORK BRANCH, having a principal place of business at 609 Fifth Avenue, New York, NY 10017, as Collateral Agent (the "Agent") for itself and the banks and other financial institutions (the "Lenders"), from time to time parties to the Second Lien Credit Agreement, dated as of April 9, 2014 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing, or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among Borrower, the Collateral Agent, the Administrative Agent and the other parties thereto.

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

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to Borrower under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement, the terms and conditions of which are incorporated herein by reference. To the extent that there is any conflict between this Agreement and the Collateral Agreement, the Collateral Agreement shall control in all respects. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Collateral Agreement, and are incorporated herein by reference.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

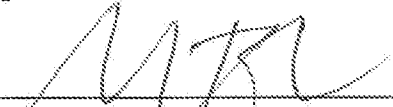
WPFY, INC.

By: _____

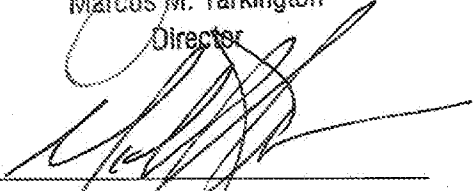

Name: James A. Mallak

Title: Vice President and
Chief Financial Officer

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Agent

By: 

Name: Marcus M. Tarkington
Title: Director

By: 

Name: Michael Shannon
Title: Vice President

SCHEDULE I

Trademark Registrations & Applications

<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AC-90	Registered	77726387	30-Apr-09	3715075	24-Nov-09
AC-LITE	Registered	74040024	19-Mar-90	1647967	18-Jun-91
AFC CABLE SYSTEMS	Registered	74451176	26-Oct-93	1886593	28-Mar-95
AMERICA CABLE SYSTEMS	Registered	75168596	19-Sep-96	2122562	16-Dec-97
AMERICA CABLE SYSTEMS	Registered	77430965	25-Mar-08	3520199	21-Oct-08
COLORSPEC	Pending	85950569	04-Jun-13		
COLOR-TRAK	Registered	85086166	16-Jul-10	4033591	04-Oct-11
CUSTOM CUTS	Registered	73692210	23-Oct-87	1492988	21-Jun-88
FLEX 4 (stylized)	Registered	73494446	13-Aug-84	1355076	20-Aug-85
HCF-90	Registered	73783546	27-Feb-89	1594970	08-May-90
HCF-LITE	Registered	74717357	18-Aug-95	1988636	23-Jul-96
HOME RUN CABLE	Registered	73481404	21-May-84	1328225	02-Apr-85
KAF-TECH	Registered	77151619	09-Apr-07	3358990	25-Dec-07
MC-QUIK	Registered	77573428	18-Sep-08	3713117	17-Nov-09
MC LITE	Registered	73554337	19-Aug-85	1414788	28-Oct-86
MC STAT	Registered	77573442	18-Sep-08	3713118	17-Nov-09
MC TUFF	Registered	75876422	20-Dec-99	2404265	14-Nov-00
MC-PLUS	Registered	77713084	14-Apr-09	3711683	17-Nov-09
Miscellaneous Design (AFC logo) (eagle)	Registered	74566575	29-Aug-94	1907213	25-Jul-95
SUPER NEUTRAL CABLE	Registered	74315526	21-Sep-92	1782264	13-Jul-93
TEMP-LITES	Registered	74026965	8-Feb-90	1623514	20-Nov-09
THE INTELLIGENT CEILING	Registered	74390582	14-May-93	1914118	22-Aug-95
THE INTELLIGENT FLOOR	Registered	74390581	14-May-93	1895560	23-May-95
TUFF-TEMPS	Registered	77223546	06-Jul-07	3686630	22-Sep-09