STATE OF IOWA

UCC-1 (Short Form)

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1 (rev. 7-1-81)

Use only for County consumer goods filings and ALL State filings

Filed With: Delaware

This FINANCING STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
Monona Wire Corporation 301 W. Spruce Street Monona, IA 52159	Canadian Imperial Bank of Commerce, as Administrative Agent 425 Lexington Avenue New York, NY 10017	1990 OCT -8 PM 3:34 DELAWARE COUNTY IOWA FILED 3599 $32.00 61303

4 This financing statement covers the following types (or items) of property

All Debtor's now-owned or hereafter-acquired accounts, inventory, general intangibles, documents, equipment, chattel paper, and certain other assets, wherever located, all as elaborated on Annex I attached hereto and made a part hereof.

XXXXXXXXXXXXXXXXXX

5 Name and address of Assignee

11165-L
A34190

7 Check if applicable: [X] Products of Collateral are Covered. [ ] Debtor is a transmitting utility as defined in UCC 9 105(1)

No. of Additional Sheets Presented:

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), and 9-408 and must be identified as such when used.)

Monona Wire Corporation

8. David L. Schnedig Pres.
Signature of Debtor

Form Approved (7-1-81) By: MARY JANE ODELL, Secretary of State

IA0-032697

Intercounty Insurance Corp.
440 9th Ave, New York, NY 10001-1616

ANNEX I
attached to and made part of
Uniform Commercial Code ("UCC")
Financing Statement, Form UCC-1

Debtor: Monona Wire Corporation
301 W. Spruce Street
Monona, IA 52159

Secured Party: Canadian Imperial Bank of Commerce, as Administrative Agent
425 Lexington Avenue
New York, New York 10017

The UCC Financing Statement, Form UCC-1, to which this Annex I is attached and forms a part, covers all of the Debtor's right, title and interest in, to and under all of the following property, whether now owned or hereafter acquired, now existing or hereafter created and wherever located:

(i) all Accounts;
(ii) all Bank Accounts;
(iii) all Chattel Paper;
(iv) all Contracts;
(v) all Copyrights;
(vi) all Copyright Licenses;
(vii) all Documents;
(viii) all Equipment;
(ix) all General Intangibles;
(x) all Instruments;
(xi) all Inventory;
(xii) all Patents;
(xiii) all Patent Licenses;
(xiv) all Trademarks;
(xv) all Trademark Licenses;
(xvi) all Vehicles;
(xvii) all books and records pertaining to the Collateral; and
(xviii) to the extent not otherwise included, all Proceeds and Products of any and all of the foregoing.

Notwithstanding the foregoing, the collateral shall not include any property which, but only to the extent and for so long as such property (a) is subject to a lien permitted by Section 9.3 of the Credit Agreement, dated September 16, 1999, among MWC Acquisition, Inc., the Secured Party and the lenders party thereto, if the terms of such permitted lien prohibit (to the extent

such prohibition is enforceable under applicable law) the Debtor from granting a lien on the assets or properties which are the subject of such permitted lien or on the Debtor's rights under the agreement to which such permitted lien relates, (b) is subject of any license, lease or other agreement in existence as of the date hereof which by its terms prohibit (to the extent such prohibition is enforceable under applicable law) the Debtor from granting a lien on the assets or properties the subject thereof or on the Debtor's rights as lessee or licensee thereunder and with respect to which the Debtor shall not have obtained, after reasonable efforts to obtain the same, a waiver of such prohibitions or consent to the granting of the security interest hereunder on such property or (c) constitutes a lease on a Vehicle.

As used in this Annex I, the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Accounts, Chattel Paper, Documents, Equipment, General Intangibles, Instruments, Inventory and Proceeds; and the following terms shall have the following meanings:

"Bank Account": (i) a deposit, custody or other account (whether, in any case, time or demand or interest or non-interest bearing) maintained by the Debtor with the Secured Party, (ii) all cash and securities from time to time standing to the credit of such account, and (iii) all interest, principal and other distributions payable on or with respect to, such account or such cash or securities.

"Security Agreement": the Security Agreement, dated as of September 16, 1999, and as the same may be further amended, modified or otherwise supplemented from time to time, made by Debtor in favor of Secured Party.

"Contracts": the contracts and agreements listed on Schedule VI to the Security Agreement, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of the Debtor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of the Debtor to damages arising out of, or for, breach or default in respect thereof and (c) all rights of the Debtor to perform and to exercise all remedies thereunder.

"Copyright" (a) any copyright in any original work of authorship fixed in any tangible medium of expression, including, without limitation, all databases, source codes, object codes and manuals, whether published or unpublished, whether now or hereafter existing, and whether in the United States or any other country, and all applications, registrations, renewals, extensions and recordings relating thereto filed in the United States Copyright Office or in any other governmental office or agency in the United States or any other country or political subdivision thereof, in each case in which the Debtor has any right, title or interest, whether as author, assignee, transferee or otherwise, and all other rights which the Debtor presently has or hereafter acquires pursuant to any Copyright License relating to any such copyright, including, without limitation, copyright assignments, and exclusive and nonexclusive licenses, and (b) all right, title and interest of the Debtor in all physical materials embodying any work with respect to which the Debtor owns or holds rights in any Copyright or Copyright License.

"Copyright License": (a) any agreement, written or oral, naming the Debtor as licensor or licensee, granting any right in or to any Copyright or copyright registration in the United States or any foreign country or (b) any and all present and future agreements, including, without limitation, assignments and consents, as any such agreements may from time to time be amended or supplemented, pursuant to which the Debtor now has or hereafter acquires any direct or beneficial interest in any Copyright, or is a Debtor of rights to any third party with respect to any copyright, whether as a party to any such agreement or as an assignee of any rights under any such agreement excluding, however, non-exclusive computer software licenses.

"Patents": (a) all letters patent of the United States or any other country, including patents, design patents and utility models, and all registrations and recordings thereof, (b) all applications for letters patent of the United States or any other country and (c) all reissues, extensions, divisions, continuations and continuations-in-part thereof, and the inventions disclosed or claimed therein, including the right to make, sell and/or use the inventions disclosed or claimed therein.

"Patent License": any agreement, whether written or oral, providing for the grant by or to the Debtor of any right to manufacture, use or sell any invention covered by a Patent, and all rights of the Debtor under such agreement; including.

"Trademarks": (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all prints or labels on which any of the foregoing appear, and all designs and general intangibles of a like nature, and the goodwill associated therewith or symbolized thereby, and all other assets, rights and interests that uniquely embody such goodwill, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and (b) all extensions or renewals thereof.

"Trademark License": any written agreement providing for the grant by the Debtor of any right to use any Trademark.

"Vehicles": all ambulances, ambulettes, cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

FILING LOCATIONS:

Iowa Secretary of State
Clayton County, Iowa
Illinois Secretary of State
DeKalb County, Illinois

Wisconsin Secretary of State
Crawford County, Wisconsin
Delaware County, Iowa
Clay County, Iowa