

05-08-2000

U.S. Department of Commerce
Patent and Trademark Office

REC



101349930

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

1. Name of conveying party(ies): 4.21.00

Versacold Canada Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- British Columbia
 Other _____

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

2. Name and Address of receiving party(ies)

Name: CIBC Mellon Trust Company

Address: Suite 1600
1066 West Hastings Street
Vancouver, British Columbia V6E 3X1

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 18, 1999

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - _____
 Other - Trust company _____

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,197,885; 1,901,944;
2,197,886

Additional numbers attached? Yes No

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

Midge M. Hyman, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... \$ 90.00

Enclosed

Any deficiency is authorized to be charged to
Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

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

05/05/2000 BCDATES 00000138 2197885

01 FC:481
02 FC:482

40.00 OP
50.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Midge M. Hyman
Name of Person Signing

[Signature]
Signature

7/20/00
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registration No.: 2,197,886
Dated : October 20, 1998
Mark: **ColdLogic**

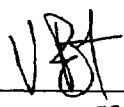
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3515

Attn: BOX ASSIGNMENT/FEE

DESIGNATION OF DOMESTIC REPRESENTATIVE

With respect to the recordal of the attached Security Agreement against U.S. Registration No. 2,197,886, the undersigned party, appoints Midge Hyman, William M. Borchard, Arthur J. Greenbaum, Baila H. Celedonia, Mary L. Kevlin, Lynn S. Fruchter, Jeffrey H. Epstein and all other attorneys of Cowan, Liebowitz & Latman, P.C., 1133 Avenue of the Americas, New York, New York 10036-6799, as its domestic representatives on whom notices or process may be served.

CIBC MELLON TRUST COMPANY

By: 
Name: **Van Bot**
Title: **Manager, Client Services**


Roberta Massender
Account Manager

Dated: *April 11, 2000*

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 18, 1999, between VERSACOLD CANADA CORPORATION, a corporation amalgamated under the laws of British Columbia (the "Chargor"), and CIBC MELLON TRUST COMPANY, as trustee (in such capacity, together with its successors and assigns in such capacity, the "Secured Party"), for the benefit of the Lenders as defined in the Loan Agreement as hereafter defined, whose address is Suite 1600, 1066 West Hastings Street, Vancouver, British Columbia V6E 3X1;

WITNESSETH:

WHEREAS pursuant to a loan agreement dated as of October 18, 1999, as amended, restated, revised, replaced or supplemented from time to time (hereinafter referred to as the "Loan Agreement") between VERSACOLD CORPORATION (the "Borrower"), the Chargor, the Lenders and the other Guarantors (as defined in the Loan Agreement), the Lenders have extended the Loan (as defined in the Loan Agreement) to the Borrower;

AND WHEREAS pursuant to the Guarantee of the Chargor dated as of October 18, 1999 in favour of the Secured Party, the Chargor has agreed to fully and unconditionally guarantee payment by the Borrower of its obligations under the Loan Agreement;

AND WHEREAS as additional security for the Indebtedness, the Chargor has agreed to execute and deliver to the Secured Party, among other things, a general security agreement (the "Security Agreement") creating a security interest in the property and assets of the Chargor described therein;

NOW THEREFORE for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to provide the Loan pursuant to the Loan Agreement, the Chargor agrees, for the benefit of the Secured Party, as follows:

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

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations, the Chargor does hereby mortgage, pledge, hypothecate to the Secured Party, and grant to the Secured Party a security interest in, for its benefit and for the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of

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business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Canadian Trademarks Office or in any office or agency of Canada or any Province thereof or any foreign country, including those referred to in Attachment I hereto and all reissues, extensions or renewals thereof;

- (b) all Trademark licenses and other agreements providing the Chargor with the right to use any items described in clause (a), including each Trademark license referred to in Attachment I hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Chargor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment I hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Chargor for the purpose of recording the security interest of the Secured Party in the Trademark Collateral with the Canadian Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness, the Secured Party shall, at the Chargor's expense, execute and deliver to the Chargor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

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SECTION 5. Acknowledgment. The Chargor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF the Chargor hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

VERSACOLD CANADA CORPORATION

By: Janice Comeau
Name: Janice M. Comeau
Title: Vice President, Chief Financial Officer

By: Bruce M. McKay
Name: Bruce M. McKay
Title: Secretary

Address: 2115 Commissioner Street
Vancouver, British Columbia
V5L 1A6

ATTACHMENT 1
to
Agreement
(Trademark)

SCHEDULE "A"
SCHEDULE OF SPECIFIC ASSETS

VERSACOLD CANADA CORPORATION

Trade Marks

<u>Description of Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Expiry Date</u>
ColdLogic - U.S.A.	2,197,885	October 20, 1998	October 20, 2008
ColdLogic - U.S.A.	2,197,886	October 20, 1998	October 20, 2008
ColdLogic - Canada	TMA495,455	May 28, 1998	May 28, 2013
FrigoQuébec - Canada	TMA477,085	June 2, 1997	June 2, 2012
FRIGO QUEBEC - Canada	TMA477,086	June 2, 1997	June 2, 2012
COLD LOGIC - Canada	TMA472,462	March 12, 1997	March 12, 2012
VersaCold - U.S.A.	1,901,944	June 27, 1995	June 27, 2005
VERSACOLD - (and design) Canada	TMA375,858	November 16, 1990	November 16, 2005
(V design) Canada	TMA357,544	June 23, 1989	June 23, 2004
VERSACOLD - Canada	TMA353,837	March 23, 1989	March 23, 2004
Cold Logic - (and chess piece) Canada	TMA482,789	September 23, 1997	September 23, 2012