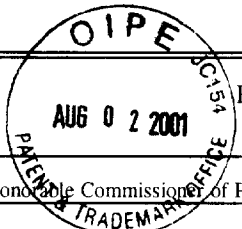


08-08-2001

U.S. Department of Commerce

Patent and Trademark Office



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inal documents or copy thereof.

To the Honorable Commissioner of F

1. Name of conveying party(ies):

ATLAS COLD STORAGE USA, INC

- Individual(s)
- General Partnership
- \*Corporations
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- \* Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 20, 2001

2. Name and address of receiving party(ies):

Name: THE TORONTO-DOMINION BANK as administrative agent

Internal Address:

Street Address: TD Tower

66 Wellington Street West, 8<sup>th</sup> Floor

City: Toronto State: Ontario ZIP: M5K 1A2

Country: Canada

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- \* Other bank, financial institution

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 trademark number(s): 1,594,582 75-117,124 75-465,126

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

B. Trademark No.(s)

Additional numbers attached \* Yes  No

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

Name: Robert E. Rude II

Internal Address: Maver Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved:

3

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

\* Enclosed (Check No. 1005 )

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Robert E. Rude II  
Name of Person Signing

*Robert E. Rude II*  
Signature

August 2, 2001  
Date

Total number of pages comprising cover sheet and document attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 20, 2001, is made between ATLAS COLD STORAGE USA, INC., a Delaware corporation (the "Grantor"), and THE TORONTO-DOMINION BANK, as administrative agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to (i) a Loan Agreement, dated as of July 9, 2001 (as amended, supplemented, amended and restated, replaced or otherwise modified from time to time, the "Loan Agreement"), among the Grantor and the other Borrowers (also referred to as the "Guarantors"), Atlas Cold Storage Income Trust and Atlas Cold Storage Holdings Inc. (as additional Guarantors), certain financial institutions from time to time parties thereto as the Canadian Lenders, certain financial institutions from time to time parties thereto as the U.S. Lenders, the Agent as Lead Arranger and Book Manager, Toronto Dominion (Texas), Inc. as U.S. Agent, The Bank of Nova Scotia, as Co-Arranger and Documentation Agent, and the Agent, the Lenders and the Issuing Lenders have extended Commitments to make extensions of credit (including the making of any Accommodation) to the Grantor and the other Borrowers and (ii) the facility letter, dated as of July 9, 2001, by HSBC Bank Canada (together with its successors and assigns, the "Operating Lender") and agreed to and accepted by Trust, ACSHI, the Grantor and the other Borrowers (as amended, supplemented, amended and restated, replaced or otherwise modified from time to time, the "Facility Letter"), the Operating Lender has extended a commitment to make extensions of credit to the Grantor and the other Borrowers (such extensions of credit under the Loan Agreement and the Facility Letter being hereafter collectively referred to as the "Credit Extensions");

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a Borrowers Security Agreement, dated as of July 20, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions under the Loan Agreement and the Facility Letter, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

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

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Grantors by the Lenders, the Operating Lender and the Issuing Lenders pursuant to the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce (i) the Lenders to enter into the Loan Agreement and make Credit Extensions thereunder, (ii) the Operating Lender to enter into the Facility Letter and make Credit Extensions thereunder and (iii) the Lenders and/or their affiliates to enter into Hedging Transactions, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) 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 all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (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 United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor 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 Item A and Item B of Attachment 1 attached 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.


SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party 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 Agent 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.


SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

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.

ATLAS COLD STORAGE USA, INC.

By   
Name: Andrew Peters  
Title: Chief Financial Officer

THE TORONTO-DOMINION BANK, as  
Agent

By   
Name: NIGEL SHARPLEY  
Title: Vice President



ATTACHMENT 1  
to Trademark  
Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Modern Storage	1,594,582	May 1, 1990 (expiration date: May 1, 2000)

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	Coldstor	75-117,124	June 11, 1996

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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None.

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
U.S.	All trademarks referenced in Item B-1 below	Atlas Cold Storage Holdings Inc.	Atlas Cold Storage USA, Inc.	7/2/01	7/1/11

Item B-1. Pending Trademark Applications: ACSHI

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	Atlas Design	75-465,126	April 9, 1998