

10-17-2001



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Form PTO-1594  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
Capital Tool & Design Limited **10/05/01**

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation - State:  
 Other: Ontario corporation

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

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

Name: Canadian Imperial Bank of Commerce  
 Internal Address: \_\_\_\_\_  
 Street Address: Commerce Court West  
 City: Toronto Country: Canada

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - \_\_\_\_\_  
 Other - Collateral Agent

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

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other \_\_\_\_\_

Execution Date: September 26, 2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
1,918,696

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Brian Jaenicke, Legal Assistant  
 Internal Address: White & Case LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 1155 Avenue of the Americas  
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): ..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:  
(23-1705 in case of deficiency)  
 (Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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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.*

Brian T. Jaenicke  
 Name of Person Signing

Brian T. Jaenicke 10/5/01  
 Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

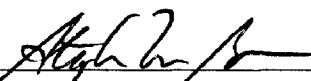
FOR GOOD AND VALUABLE CONSIDERATION, sufficiency and receipt of which are hereby acknowledged, Capital Tool & Design Limited, an Ontario corporation (the "Assignor") with principal offices at 60 Citation Drive, Concord, Ontario L4K 2W9, Canada, hereby assigns and grants to Canadian Imperial Bank of Commerce, as Collateral Agent, with principal offices at Commerce Court West, Toronto, Ontario, Canada (the "Assignee"), a security interest in, and a lien upon (i) all of Assignor's now existing and future acquired right, title and interest in and to Assignor's trademarks, trademark registrations and trademark applications including those more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and Assignee, dated as of July 10, 1996 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the occurrence of the Termination Date (as defined in the Security Agreement), Assignee shall upon satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in, and lien upon, the Marks acquired under this Assignment of Security Interest.

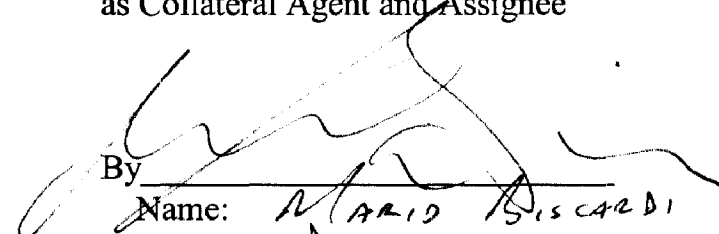
This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee with respect to the Security Agreement. The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 26<sup>th</sup> day of September, 2001.

CAPITAL TOOL & DESIGN LIMITED,  
as Assignor

By   
Name: STEPHEN A. BURNS  
Title: V. P.

CANADIAN IMPERIAL BANK OF  
COMMERCE,  
as Collateral Agent and Assignee

By   
Name: MARIO BISCARDI  
Title: DIRECTOR

CITY OF CHARLOTTESVILLE)

STATE OF VIRGINIA ) ss.:  
)

On this 26 day of SEPTEMBER, 2001, before me personally came \_\_\_\_\_


STEPHEN M. BURNS who, being by me duly sworn, did state as follows: that [s]he is  
VICE PRESIDENT of Capital Tool & Design Limited, that [s]he is authorized to execute the  
foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by  
authority of the Board of Directors of said corporation.

Catherine J. Kotolo  
Notary Public

*My Commission Expires  
1/31/03*

CITY OF TORONTO )  
 ) ss.:  
PROVINCE OF ONTARIO )

On this 1<sup>st</sup> day of October, 2001, before me personally came Mario  
Biscardi who, being by me duly sworn, did state as follows: that ~~he~~ he is  
a director of Canadian Imperial Bank of Commerce that ~~he~~ he is authorized to  
execute the foregoing Assignment of Security Interest on behalf of said corporation and that ~~he~~ he  
did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

<u>U.S. FEDERAL TRADEMARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
FREEDOM THROUGH TECHNOLOGY	74/362,055	1,918,696	09/12/95