

10-29-2001

Form PTO-1594 (Rev. 6-93) REC



SHEET

U.S. DEPARTMENT OF COMMERCE

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

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, please record the attached original document or copy thereof 101888859

1. Name of conveying party(ies):

101888859

The Boyd Group Inc.
3570 Portage Avenue
Winnipeg, Manitoba R3K 0Z8

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: Province of Manitoba
 Other _____

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

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

The Toronto-Dominion Bank
201 Portage Avenue
Winnipeg, Manitoba R3C 2T2
Canada

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: Country of United States
 Other A Canadian Chartered Bank

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 20, 2001

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)

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

<p>A. Trademark Application No(s). and description</p> <p>76/106,797 (SERVICE COLLISION REPAIR CENTER and Design)</p>	<p>B. Trademark Registration No(s). and description</p> <p>2, 379,666 - CAR-TECH COLLISION</p>
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5. Name and address of party to whom correspondence concerning document should be mailed:

Colleen M. Sarenpa
FAEGRE & BENSON LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
612/766-6907

6. Total number of applications and registrations involved: 02

7. Total fee (37 CFR 3.41)..... \$65.00

Enclosed via Credit Card Payment
 Authorized to be charged to deposit account for underpayment

0785/8001 LUJELLER 00000097 76106797
 01 FEB 2001 45.00 00
 01 FEB 2001 20.00 00

DO NOT USE THIS SPACE

8. Deposit Account number: 06-0029

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.

Colleen M. Sarenpa _____ *Colleen M. Sarenpa* October 10, 2001
 Name of person signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
 Director - U.S. Patent and Trademark Office, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 2390 FRAME: 0619

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of the 20th day of March, 2001, is by The Boyd Group Inc., a corporation existing under the laws of the Province of Manitoba (the "**Grantor**"), in favour of The Toronto-Dominion Bank, as agent (the "**Secured Party**").

WITNESSETH

WHEREAS the Grantor has executed a loan agreement made as of March 20, 2001 (the "**Loan Agreement**") by and amongst the Grantor, as borrower, certain other Restricted Corporations (as defined in the Loan Agreement), the Secured Party and The Bank of Nova Scotia ("**BNS**"), pursuant to which the Secured Party and BNS, as the initial lenders under the Loan Agreement, have extended various Financial Services (as defined in the Loan Agreement) to the Grantor;

AND WHEREAS for security for its indebtedness, obligations and liabilities under the Loan Agreement (the "**Obligations**"), the Grantor has granted to the Secured Party a first priority security interest in the assets of the Grantor pursuant to a General Security Agreement from the Grantor to the Secured Party dated the 20th day of August, 1998, as amended (the "**GSA**"), and an assignment of book debts as of the same date, as amended (the "**ABD**");

AND WHEREAS for further security for its obligations under the Loan Agreement, the Grantor has agreed to grant to the Secured Party a first priority security interest in the assets of the Grantor described herein;

AND WHEREAS it is intended that the security created hereby is to be held by the Secured Party as agent for itself and for BNS as well as other lenders from time to time participating as Lenders (as defined in the Loan Agreement), so that the security is for all of the Obligations owed to the Secured Party and to BNS and each of the other Lenders under the Loan Agreement;

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. 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 hereby assigns to the Secured Party and grants to the Secured Party, on its own behalf and as agent for BNS and the other Lenders, a continuing security interest in the Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "**Trademark Collateral**"): all trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registration which have heretofore been or may hereafter be issued or filed thereon and all renewals thereof throughout the world (including, without limitation, those listed on Schedule I hereto), all proceeds of, and rights associated with, the foregoing (including, without limitation, license royalties and proceeds of infringement suits), the right to sue for all past, present or future infringements of any of the foregoing and all common law and other rights corresponding thereto throughout the world in and to all the foregoing.

2. GSA and ABD: This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Secured Party in the Trademark Collateral with the Canadian 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 Secured Party under the GSA and the ABD. The GSA and ABD (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with their terms.

3. Notice of Change. The Grantor shall, within ten (10) days of obtaining knowledge thereof, advise the Secured Party, in sufficient detail, of any substantial change in the Trademark Collateral, and of the occurrence of any event which would have a material adverse effect on the value of the Trademark Collateral or on the Secured Party's security interest therein.

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

5. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party, on its own behalf and as agent for BNS and the other Lenders, with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the GSA, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. 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.

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

THE TORONTO-DOMINION BANK

By: 
Authorized Signatory

By: 
Authorized Signatory

THE BOYD GROUP INC.

By: 
Authorized Signatory

SCHEDULE I

to

Trademark Security Agreement

TRADEMARKS

Registered Trademarks

Canada:

Trademark	Registration No.
Boyd Autobody	TMA 433,748
Boyd Autobody & Design	TMA 443,474
Boyd Autobody & Glass	TMA 433,750
Boyd Autobody & Glass & Design	TMA 439,176
Boyd Autoglass	TMA 433,749
Coast to Coast Collision Centre	TMA 392,917
Service Collision & Repair Centre & Design	TMA 1,064,480

United States of America

None as of the date of the Agreement.

Trademark Applications

Canada

None as of the date of the Agreement.

United States of America

Trademark	Registration No.
Service Collision Repair Center & Design	Serial No. 76-106,797
Car-Tech Collision	Serial No. 2,379,666