

03-28-2002



EL852790513US

RL 102034422 SHEET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 3.8.02

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

03/27/2002 TDI A21 00000048 2197886

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002470 FRAME: 0590

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2197886"/>	<input type="text" value="2197885"/>	<input type="text" value="1901944"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)


Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Jane Eckels
Name of Person Signing


Signature

Mar 8, 2002
Date Signed

RELEASE

- TO:** Versacold Corporation (“Versacold”), Versacold Canada Corporation (“Versacold Canada”), Versacold Distribution and Freezers Ltd./Distribution et Frigo Versacold Ltee. (“Versacold Distribution”), Versacold Group Limited Partnership (“Versacold Group”), Versacold Logistics Corporation (“Versacold Logistics”), and 1026784 Ontario Inc. (“1026784”) (collectively, the “Existing Obligants”)
- AND TO:** The Bank of Nova Scotia in its capacity as administrative agent (the “Agent”) for and on behalf of the Lenders under the New Credit Agreement (as defined below)
- RE:** Security held by CIBC Mellon Trust Company in its capacity as trustee (the “Trustee”) for and on behalf of The Canada Life Assurance Company, Clarica Life Insurance Company, The Great – West Life Assurance Company, Laurentian Bank of Canada, London Life Insurance Company, The Maritime Life Assurance Company and Sun Life Assurance Company of Canada (collectively, the “Existing Lenders”) pursuant to the Term Loan Agreement (as hereinafter defined)
-

WHEREAS:

- A. Versacold is or was indebted and obligated to the Existing Lenders in connection with a non-revolving term loan in the original principal amount of \$90,000,000 (“**Term Loan**”) made available pursuant to a loan agreement dated as of October 18, 1999, as amended by an amending agreement dated as of October 31, 2000 (the “**Original Loan Agreement**”), which Original Loan Agreement was amended and restated pursuant to an amended and restated loan agreement made among Versacold, as Borrower and Versacold Logistics, Versacold Canada, Versacold Distribution, Versacold Group (then a general partnership composed of Versacold Canada and Versacold Distribution) and 1026784, as Guarantors and the Existing Lenders, as Lenders, dated as of June 15, 2001 (as it may have been amended or supplemented, the “**Term Loan Agreement**”);
- B. Pursuant to the Term Loan Agreement, Versacold has also entered into a deed of trust and mortgage dated as of October 18, 1999 between Versacold and the Trustee (as it may have been amended, supplemented or replaced from time to time, the “**Trust Deed**”) pursuant to which Versacold has issued to each of the Existing Lenders debentures of Versacold each dated as of October 18, 1999

(collectively, the “**Debentures**”) in amounts evidencing the Existing Lenders’ respective portions of the Term Loan;

- C. Each of the Guarantors has guaranteed the debts and obligations of Versacold to the Existing Lenders pursuant to a guarantee executed and delivered by it or to which it has otherwise become bound (all such guarantees being hereinafter collectively referred to as the “**Existing Guarantees**”) in favour of the Trustee on behalf of the Existing Lenders;
- D. The Existing Obligants have also executed and delivered in favour of the Trustee and the Existing Lenders certain other documents pursuant to the Term Loan Agreement, including, without limitation, the security documents referred to in section 4.01 of the Term Loan Agreement (all such instruments, agreements and documents executed and delivered by any one or more of the Existing Obligants in favour of the Trustee and the Existing Lenders, or any of them, as evidence of or security for the indebtedness, liabilities and obligations arising under or in connection with the Term Loan Agreement, including, without limitation, the Trust Deed, the Debentures and the Existing Guarantees, are hereinafter collectively referred to as the “**Existing Security Documents**”);
- E. The Existing Obligants together with certain other affiliates of Versacold have entered into or will be entering into a new credit agreement to be dated as of February 12, 2002 between Versacold, Versacold Cascade and the other Restricted Parties (as defined therein) from time to time parties thereto, the Lenders (as defined therein) from time to time party thereto, the Agent and the Syndication Agent (as defined therein) (the “**New Credit Agreement**”);
- F. As one of the conditions precedent to the availability of the credit facilities under the New Credit Agreement, the Term Loan is to be prepaid in full and cancelled and all Existing Security Documents held in connection therewith released and discharged;
- G. TD Securities Inc. have provided the Existing Lenders and Versacold with a payout statement setting out the aggregate amount of funds (the “**Payout Funds**”) required to prepay all of the indebtedness, liabilities and obligations owed to the Existing Lenders by the Existing Obligants, arising under or in connection with the Term Loan Agreement or any of the Existing Security Documents, whether direct or indirect, absolute or contingent, matured or unmatured, joint or several or joint and several, and including without limitation, the Redeployment Costs (as defined in the Term Loan Agreement) (collectively, the “**Existing Indebtedness**”);
- H. The Existing Lenders have executed and delivered to the Trustee a direction which includes: (i) a confirmation of the Payout Funds required to fully prepay the Existing Indebtedness; (ii) a direction to the Trustee to execute and deliver this Release to the Existing Obligants, terminate and cancel the Trust Deed and cancel Debentures, all upon receipt of the Payout Funds; and (iii) a direction to the

Trustee to execute all necessary discharges and other documents and instruments necessary to fully release and discharge the Existing Security Documents and the Security created thereunder (the “**Direction**”);

- I. The Trustee, on its own behalf and on behalf of the Existing Lenders, has received the Payout Funds and pursuant to the Direction has agreed to execute and deliver this Release.

NOW THEREFORE THIS RELEASE WITNESSES that in consideration of the payment by the Existing Obligants of the Payout Funds to the solicitors for the Existing Lenders and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Trustee), the Trustee, acting on its own behalf and acting in its capacity as trustee for and on behalf of the Existing Lenders (the Trustee acting in such capacity being hereinafter referred to as the “**Secured Party**”) and acting as agent for the Existing Lenders (the Trustee acting in such capacity hereinafter referred to as the “**Lender Agent**”) hereby acknowledges and agrees as follows:

1. The Secured Party hereby confirms that:
 - (a) it is the trustee under the Trust Deed, trustee for and on behalf of the Existing Lenders in connection with the Existing Security Documents and the Lender Agent in connection with the Term Loan Agreement, and for the purposes of this Release has all necessary power and authority to grant this Release on its own behalf and for and on behalf of the Existing Lenders;
 - (b) it has not assigned, in whole or in part, any of its right, title or interest in or arising under or in connection with any of the Existing Security Documents or any of the mortgages, charges, assignments, pledges, security interests, liens or other encumbrances created thereunder (collectively, the “**Security**”) by the Existing Obligants, or any of them, including, without limitation, any and all security interests perfected by the registration of any one or more of the financing statements identified in Schedule “A” hereto (collectively the “**Registrations**”).
2. The Lender Agent, in accordance with the Direction, hereby confirms that:
 - (a) the Existing Indebtedness has been paid and satisfied in full;
 - (b) the Term Loan has been permanently cancelled and terminated; and
 - (c) none of the Existing Lenders has assigned, in whole or in part, any of its right, title or interest in or arising under or in connection with the Term Loan Agreement, the Existing Security Documents and/or the Security.
3. The Lender Agent, in accordance with the Direction, and the Secured Party hereby acknowledge and agree that all obligations of each of the Existing Obligants with respect to the Term Loan and Term Loan Agreement, and the Existing Security Documents and

the Security respectively, are (with the exception of any obligations or indemnities that are expressly stated in the Term Loan Agreement and the Existing Security Documents, or any of them, to survive the payment and satisfaction of all obligations of the Existing Obligants, or any of them and/or the termination of such agreement or document, which obligations and indemnities are not hereby released or discharged whatsoever in whole or in part, but shall remain the unsecured obligations and indemnities of the applicable Existing Obligants), HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASED AND DISCHARGED and the Secured Party hereby grants, re-assigns, conveys, releases, discharges and quit claims, to each Existing Obligant, both at law and in equity, all of the present and future assets and undertakings of such Existing Obligant, if any, to the extent they may now be charged by, or subject to or intended to be charged by or subject to such of the Security to which such Existing Obligant is a party or by which each such Existing Obligant or its property or assets is bound, to hold such assets and undertakings unto and to the use of the applicable Existing Obligant and its respective successors and assigns, freed and discharged from the Security.

4. The Secured Party hereby authorizes and directs any Existing Obligant or the Agent (or any of their respective solicitors or agents) to prepare, complete, execute and file, at the cost of the Existing Oligants, all such financing change statements or other documents as may be required to effect a total discharge of any and all of the Registrations.

5. The Secured Party hereby:

- (a) releases any interest it may have in any policies of insurance maintained by the Existing Obligants, or any of them, any proceeds thereof, and agrees that, upon the request of any of the Existing Obligants, the Secured Party will provide notice to any insurers of the property and assets of any of the Existing Obligants that the Secured Party has no further interest in any such policy of insurance or property or assets;
- (b) agrees, from time to time and all times hereafter, at the request of the Existing Obligants or the Agent (or any of their respective solicitors or agents) and at the cost of the Existing Obligants, to do and perform all such further acts and things and execute and deliver all such further assurances, deeds, instruments, assignments, conveyances, certificates, releases and other documents as may be reasonably required by any of the Existing Obligants or the Agent, or their respective solicitors, to fully release and discharge the Security and/or to give full force and effect to the provisions hereof; and
- (c) agrees that, for the purposes of the letter from the Agent to the Trustee dated February 5, 2002 (the "**Agreement to Discharge**") wherein the Agent agreed to discharge in certain events security which the Secured Party has permitted to be registered in favour of the Agent in advance of the closing of the financing under the New Credit Agreement, the execution and delivery of this Release by the Secured Party shall constitute the Secured Party's acknowledgement that the Term


Loan has been repaid in full and shall release the Agent from its obligations under the Agreement to Discharge.

6. This Release shall be binding upon the Secured Party and the Existing Lenders and their respective successors and assigns and shall enure to the benefit of the Existing Obligants and their respective successors and assigns.


IN WITNESS HEREOF the Secured Party has executed this Release on this 12th day of February, 2002.

CIBC MELLON TRUST COMPANY

by its authorized signatory(ies):

By: 

Name: **Roberta Massender**
Title: **Account Manager**

By: 

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

SCHEDULE "A"

REGISTRATIONS

**PERSONAL PROPERTY REGISTRATIONS TO BE DISCHARGED
SECURED PARTY: CIBC MELLON TRUST COMPANY**

BRITISH COLUMBIA

<i>Registration No & Date of Registration</i>	<i>Secured Collateral</i>
8504114 October 12, 1999	All of the debtor's present and after acquired personal property and an uncrystallized floating charge on land
8504110 October 12, 1999	All of the debtor's present and after acquired personal property and an uncrystallized floating charge on land
8504108 October 12, 1999	All of the debtor's present and after acquired personal property and an uncrystallized floating charge on land
8504109 October 12, 1999	All of the debtor's present and after acquired personal property and an uncrystallized floating charge on land
8504112 October 12, 1999	All of the debtor's present and after acquired personal property and an uncrystallized floating charge on land Note: Debtor listed as Versacold Distribution Services Ltd.. Versacold Distribution and Freezers Ltd. added as a debtor on January 20, 2000
8504111 October 12, 1999	All of the debtor's present and after acquired personal property and an uncrystallized floating charge on land Note: Debtor listed as Versacold Trans Canada Freezers Corporation. Versacold Distribution and Freezers Ltd. added as debtor on January 13, 2000
8504116 October 12, 1999	All present and after-acquired personal property and an uncrystallized floating charge on land

ALBERTA

<i>Registration No. & Date of Registration</i>	<i>Secured Collateral</i>
99101526699 October 15, 1999	Security Agreement registered October 15, 1999 with an expiry date of October 15, 2009 - all present and after-acquired personal property
99101527309 October 15, 1999	Land Charge registered October 15, 1999 for infinity
00011421591 January 14, 2000	Security Agreement registered January 14, 2000 with an expiry date of January 14, 2010 -all present and after acquired personal property
00011421641 January 14, 2000	Land Charge registered January 14, 2000 for infinity

SASKATCHEWAN

<i>Registration No. & Date of Registration</i>	<i>Secured Collateral</i>
114246839 October 13, 1999	All present and after acquired personal property. Proceeds

MANITOBA

<i>Registration No. & Date of Registration</i>	<i>Secured Collateral</i>
991018116410	All present and future indebtedness and liability of Versacold Corp to the Debtor
991012106056	Scheduled Collateral (General Assignment of Accounts)
991008108303	Scheduled Collateral (General Security Agreement)
991018116428	All present and future indebtedness and liability of Versacold Corp to the Debtor

<i>Registration No. & Date of Registration</i>	<i>Secured Collateral</i>
991012106048	Scheduled Collateral (General Assignment of Accounts)
991008108311	Scheduled Collateral (General Assignment of Accounts)
000121108143	Scheduled Collateral (General Assignment of Accounts)
000121108151	Scheduled Collateral (General Security Agreement)
991019109980	\$220 Million Debenture dated October 18 1999
991018116444	All present and future indebtedness and liability of Versacold Corporation to the Debtor
991018116436	All present and future indebtedness and liability Versacold Corporation to the Debtor
991015104640	Scheduled Collateral (Assignment of Leases and Rentals)
991012106021	Scheduled Collateral (General Assignment of Accounts)
991012106030	Scheduled Collateral (General Assignment of Accounts)
991008108338	Scheduled Collateral (General Security Agreement)
991008108320	Scheduled Collateral (General Security Agreement)

ONTARIO

<i>Registration No</i>	<i>Secured Collateral</i>
855569394	Inventory, equipment, accounts, other, motor vehicle
F.S 19991006 1440 9065 2696	General Collateral Description: None
855371889	Inventory, equipment, accounts, other
F.S. 19990930 1038 9065 2516 (amended)	General Collateral Description: None
855371898	Inventory, equipment, accounts, other, motor vehicle
F.S. 19990930 1038 9065 2517 (amended)	General Collateral Description: None

<i>Registration No</i>	<i>Secured Collateral</i>
855371862 F.S. 19990930 1038 9065 2514 (amended)	Inventory, equipment, accounts, other, motor vehicle General Collateral Description: None
855371871 F.S. 19990930 1038 9065 2515	Inventory, equipment, accounts, other, motor vehicle General Collateral Description: None
858325923 F.S. 20000112 1440 9065 5084	Inventory, equipment, accounts, other, motor vehicle General Collateral Description: None
059912622 F.S. 19941025 1535 0043 1619 (amended) *Secured Party listed as R-M Trust Company	Inventory, equipment, accounts, other, motor vehicle General Collateral Description: None

QUEBEC

<i>Registration No. & Date of Registration</i>	<i>Secured Collateral</i>
99-0173398-0001 October 21, 1999	The universality of all of the undertaking of the Grantor and all its property, assets, licenses and privileges of every nature and kind whatsoever and wheresoever situate
99-0171730-0003 October 20, 1999	All of the rights, title and interest of each of the constituents in the universality of all of the undertaking of the Chargor (as defined in the constituting act) and all its property, assets, licenses and privileges of every nature and kind whatsoever and wheresoever situate
99-0171730-0001 October 20, 1999	The universality of all of the undertaking of the constituent and all its property, assets, licenses and privileges of every nature and kind whatsoever and wheresoever situated