

04-08-2002



2002 MAR 13 AM 9:58

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FINANCE RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

OFFICE OF PUBLIC RECORDS
2002 MAR 13 AM 9:58
FINANCE SECTION

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

Submission Type

New 3-13-02

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

Execution Date
Month Day Year

Name

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)

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

04/05/2002 TDIAZ1 00000038 2173097

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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)

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

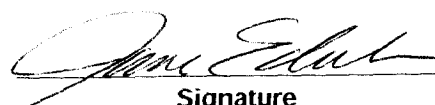
No

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

3/8/2000

Date Signed

SECURITY AGREEMENT

(Trademark)

VERSACOLD CANADA CORPORATION

This Security Agreement dated as of February 7, 2002 is made by Versacold Canada Corporation (the "**Debtor**"), a company incorporated under the laws of the Province of British Columbia, in favour of The Bank of Nova Scotia, in its capacity as administrative agent for and on behalf of the Lenders (as hereinafter defined) pursuant to the Credit Agreement (as hereinafter defined) (the "**Agent**").

WHEREAS:

- A. By a guarantee dated as of the date hereof (as it may be amended, supplemented, restated or replaced from time to time, the "**Guarantee**"), the Debtor has guaranteed, among other things, the indebtedness, liabilities and obligations of the Borrowers (as hereinafter defined) to the Agent and the Lenders pursuant to the credit agreement dated as of February 7, 2002 made between Versacold Corporation, Versacold Cascade Inc. and the other Restricted Parties (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto, the Agent and the Syndication Agent (as defined therein) (as it may be amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**");
- B. As additional security for, among other things, the Obligations (as hereinafter defined), the Debtor has agreed to execute and deliver in favour of the Agent a \$200,000,000 demand debenture (the "**Debenture**") creating mortgages, charges, assignments, pledges and hypothecations of and a security interest in the property, assets and undertaking of the Debtor more particularly described therein;
- C. The Debtor is the holder of the Trademark Collateral (as hereinafter defined); and
- D. It is a condition precedent to the availability of the credit facilities under the Credit Agreement that the Debtor execute and deliver this Security Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of payment of the sum of \$1.00 by the Agent to the Debtor and of the premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Debtor), the Debtor hereby covenants and agrees in favour of the Agent as follows:

1. INTERPRETATION

1.1. Definitions

In this Agreement, unless the context shall otherwise require, all capitalized terms used but not expressly defined herein shall have the meanings ascribed thereto in the Debenture and the following words and terms shall have the following meanings:

U.S. TRADEMARK SECURITY AGREEMENT – VERSACOLD CANADA

“Borrowers” means the Borrowers under the Credit Agreement (being, at the date hereof, Versacold Corporation and Versacold Cascade, Inc.) and their respective successors and permitted assigns;

“Credit Agreement” means that term as defined in recital A hereto;

“Credit Documents” means that term as defined in the Credit Agreement;

“Guarantee” means that term as defined in recital A hereto;

“Lenders” means that term as defined in the Credit Agreement;

“Obligations” means all obligations of the Debtor to the Agent, the Lenders, or any of them, including but not limited to all obligations of the Debtor for or with respect to “Obligations” (for the purposes of this definition only, as that term is defined in the Credit Agreement) and all debts, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or not, joint or several and joint and several, at any time due or accruing due or owing by the Debtor to the Agent and the Lenders, or any of them, arising under or in connection with this Agreement, the Guarantee, the Credit Agreement, the “Obligations” (as that term is defined in the Credit Agreement), the other Credit Documents and any other document delivered in connection therewith, or any of the foregoing, and whether arising from dealings between the Agent, the Lenders, or any of them, and the Debtor or from any other dealings or proceedings by which the Agent, the Lenders or any of them may be or become in any manner whatever creditors of the Debtor, whether incurred by the Debtor alone or with another or others, and whether as principal or surety, and whether for principal, interest, bonus, fees, expenses, indemnity or otherwise, and any and all out-of-pocket expenses (including counsel fees and disbursements on a solicitor and own client basis) incurred by the Agent, the Lenders, or any of them, in connection with the preparation of the Credit Documents and this Agreement, the perfection, preservation and protection of the security granted herein and the enforcement of the Agent's rights and remedies thereunder and hereunder, including the realization of the Collateral, and including all legal fees (on a solicitor and solicitor's own client basis), disbursements, court costs, receiver's or agent's remuneration and other expenses of taking possession of, protecting, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment of the Trademark Collateral;

2. **Grant of Security Interest**

To secure the payment and performance of the Obligations, the Debtor does hereby mortgage, pledge and hypothecate to the Agent, and grants to the Agent a security interest in, all of the following property (collectively, the **“Trademark Collateral”**), whether now owned or hereafter acquired or existing:

- 2.1. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this paragraph 2.1 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

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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, without limitation, those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;

- 2.2. all Trademark licenses and other agreements providing the Debtor with the right to use any item described in paragraph 2.1, including each Trademark license referred to in Schedule "A" hereto;
- 2.3. all of the goodwill of the business connected with the use of, and symbolized by the items described in, paragraph 2.1;
- 2.4. the right to sue third parties for past, present and future infringements of any Trademark Collateral described in paragraphs 2.1 and 2.2; and
- 2.5. all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor 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 Schedule "A" 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.

3. Security Agreement

This Agreement has been executed and delivered by the Debtor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the mortgages, charges, assignments, pledges, hypothecations and security interests granted to the Agent under the Debenture. The Debenture shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest

Upon payment in full of all Obligations, the Agent shall, at the Debtor's expense, execute and deliver to the Debtor 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.

5. Acknowledgement

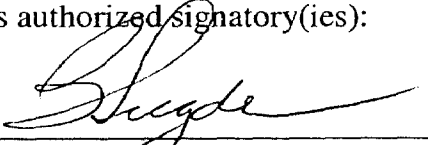
The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more

fully set forth in the Debenture, 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 Debtor 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.

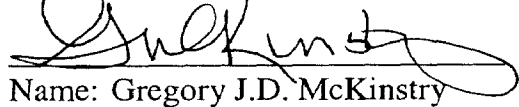
VERSACOLD CANADA CORPORATION

by its authorized signatory(ies):



Name: H. Brent Sugden

Title: President and Chief Executive Officer



Name: Gregory J.D. McKinstry

Title: Executive Vice-President and Chief Financial Officer

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