

8.29.02

09-11-2002



Form PTO-1594 (Rev. 03/01)

RE

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

102217696

Tab settings

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

1. Name of conveying party(ies):
Mosaic Performance Solutions Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
 Name: CIBC, Inc. (as agent)
 Internal Address: _____
 Street Address: 425 Lexington Avenue
 City: New York State: NY Zip: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Chartered Bank (Canada)
 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 Agreement Change of Name
 Other _____

Execution Date: June 13, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/364,132
 B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Heather E. Balmat
 Internal Address: Testa, Hurwitz & Thibeault, LLP
 Street Address: 125 High Street
 City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Heather E. Balmat 8/29/02
 Name of Person Signing Signature Date

09/06/2002 DBYRNE 00000206 76364132
 01 FC:101 40.00 DP

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

OFFICE OF PATENT RECORDS
AUG 29 AM 9:49
FINANCE SECTION

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Mosaic Sales Solutions (I), Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- 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: June 13, 2002

2. Name and address of receiving party(ies)

Name: CIBC Inc (as agent)

Internal Address: _____

Street Address: 425 Lexington Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

Other Chartered Bank (Canada)

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 registration number(s):

A. Trademark Application No.(s) 75/872,963 ✓

B. Trademark Registration No.(s) 2,408,661

Additional number(s) attached Yes No

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

Name: Heather E. Balmat

Internal Address: Testa, Hurwitz &

Thibeault, LLP

Street Address: 125 High Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: _____

2

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

09/06/2002 DIVISION 00000207 75872963

01 FC:441 40.00 OP
02 FC:442 25.00 OP

Heather E. Balmat
Name of Person Signing

Heather E. Balmat 6/29/02
Signature Date

Total number of pages including cover sheet, attachments, and document: **19**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Mosaic Sales Solutions (II) Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

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

2. Name and address of receiving party(ies)
Name: CIBC, Inc. (as agent)
Internal
Address: _____

Street Address: 425 Lexington Avenue
City: New York State: NY Zip: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Chartered Bank - Canada

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 Agreement Change of Name
 Other _____

Execution Date: June 13, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,350,963 ✓
2,214,945 ✓

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

Name: Heather E. Balma
 Internal Address: Testa, Hurwitz & Thibault, LLP

 Street Address: 125 High Street

 City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 2

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

09/06/2002 DBYRNE 00000208 1350963

01 FC:481 40.00 DP
 02 FC:482 Heather E. Balma 25.00 DP

Name of Person Signing

Heather E. Balma

Signature

8/29/02

Date

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

19

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

AMENDED AND RESTATED
TRADEMARK COLLATERAL SECURITY
AND PLEDGE AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of June 13, 2002, between MOSAIC SALES SOLUTIONS (I) INC., MOSAIC SALES SOLUTIONS (II) INC. and MOSAIC PERFORMANCE SOLUTIONS INC., each a Delaware corporation (herein individually referred to as a "Grantor" and collectively as the "Grantors"), and Canadian Imperial Bank of Commerce ("CIBC"), as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to a Third Amended and Restated Credit Agreement, dated as of June 13, 2002 (together with all amendments, supplements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Mosaic Group Inc., a corporation organized under the laws of Canada (the "Borrower") and the financial institutions as are, or may from time to time become, parties thereto as lenders (each individually a "Lender" and collectively the "Lenders") and the Agent, the Lenders have extended Commitments to make Credits available to, and create Acceptances for, and the Swingline Lender has agreed to issue Letters of Credit for the account of, the Borrower;

WHEREAS, each Grantor is a Subsidiary of the Borrower;

WHEREAS, pursuant to that certain Amended and Restated Guarantee Agreement (United States), dated as of the date hereof (together with all amendments, supplements and other modifications, if any, from time to time thereafter made thereto, the "U.S. Guarantee Agreement"), from the Grantor and certain other Subsidiaries of the Company in favor of the Agent, as agent for the Lender Parties, the Grantor is absolutely and unconditionally guaranteeing the full and punctual payment and performance of all of the Secured Obligations;

WHEREAS, in connection with the Credit Agreement and the U.S. Guarantee Agreement, the Grantors have executed and delivered an Amended and Restated Security Agreement, dated as of the date hereof (together with all amendments, supplements and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, the Grantors and the Agent are parties to that certain Agreement (Trademark) dated as of July 29, 1998 (the "Prior Agreement");

WHEREAS, it is in the best interests of each Grantor to execute this Agreement inasmuch as each Grantor will derive substantial direct and indirect benefits from the availments of the Credits made from time to time to the Borrower by the Lenders pursuant to the Credit Agreement;

WHEREAS, each Grantor's business is a specialized part of an integrated and coordinated enterprise conducted by the Borrower through the Borrower and the Grantors for the convenience, economic advantage and greater profit of the integrated and coordinated enterprise represented by the Borrower and the Grantors;

WHEREAS, as a condition precedent to the availments of the Credits, the creation of the Acceptances and the issuance of Letters of Credit under the Credit Agreement, and as a requirement under the Credit Agreement, each Grantor is required to execute and deliver this Agreement and each Grantor has agreed 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 Secured Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce (i) the Lenders to make availments of the Credits to, and create Acceptances for, the Borrower pursuant to the Credit Agreement, (ii) the Swingline Lender to issue Letters of Credit for the account of the Borrower and (iii) the Lender Parties to enter into any Capital Markets Contract, each Grantor agrees, for the benefit of each Lender Party, and the parties hereto agree to amend and restate the Prior Agreement in its entirety, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. As collateral security for the payment and performance in full of all of the Secured Obligations, each Grantor does hereby grant to the Agent a security interest in and lien on, for its benefit and the benefit of each Lender Party, all of the right title and interest of such Grantor in and to the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(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 registered trademarks referred to in Item A of Attachment 1 hereto;

- (b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 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);
- (e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (f) 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 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

In addition, each Grantor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "*Assignment of Marks*"). Each Grantor hereby authorizes the Agent to complete, as assignee, and record with The United States Patent and Trademark Office (the "*PTO*") the Assignment of Marks during the existence of an Event of Default and the proper exercise of the Agent's remedies under this Agreement and the Security Agreement.

SECTION 3. Conditional Assignment. In addition to, and not by way of limitation of, the grant of the Trademark Collateral provided in Section 2 hereof, each Grantor grants, assigns, transfers, conveys and sets over to the Agent, for its benefit and the benefit of the Lender Parties, such Grantor's entire right, title and interest in and to the Trademark Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) during the existence of an Event of Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance existence or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of payment under the Credit Agreement is automatic or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by any Grantor to the Agent or its nominee in lieu of foreclosure).

SECTION 4. Security Agreement. Pursuant to the Security Agreement, the Grantors have granted to the Agent, for its benefit and the benefit of the Lender Parties, a continuing security interest in and lien on the Collateral (including the Trademark Collateral). The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms and all rights and interests of the Agent in and to the Collateral (including the Trademark Collateral) thereunder, are hereby ratified and confirmed in all respects. Any and all rights and interests of the Agent in and to the Trademark Collateral (and any and all obligations of the Grantors with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Grantors) in, to or with respect to the Collateral (including the Trademark Collateral) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Trademark Collateral hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Trademark Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Trademark Collateral), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Uniform Commercial Code. This Agreement has been executed and delivered by each Grantor for the purpose of, among other things, registering the security interest of the Agent in the Trademark Collateral with the PTO and corresponding offices in other countries of the world.

SECTION 5 Inspection Rights. Each Grantor hereby grants to each of the Agent and the Lender Parties and their respective employees and agents the right, after prior written notice to such Grantor, to visit such Grantor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

SECTION 6. No Transfer or Inconsistent Agreement. Without the Agent's prior written consent and except for licenses of the Trademark Collateral in the ordinary course of such Grantor's business consistent with its past practices, no Grantor shall (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Trademark Collateral, or (ii) enter into any agreement that is inconsistent with such Grantor's obligations under this Agreement or the Security Agreement.

SECTION 7 After- acquired Trademarks, etc.

SECTION 7.1 If, before the Secured Obligations shall have been finally paid and satisfied in full, any Grantor shall obtain any right, title or interest in or to any other or new Trademarks of other property constituting Trademark Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and such Grantor shall

promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

SECTION 7.2 Amendment to Schedule. Each Grantor authorizes the Agent to modify this Agreement and the Assignment of Marks, without the necessity of such Grantor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks or property constituting Trademark Collateral under Section 2 or this Section 7.

SECTION 8 Trademark Prosecution.

SECTION 8.1 Grantor Responsible. Each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral, and shall hold each of the Agent and the Lender Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Lender Party in connection with the Agent's interest in the Trademark Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantor shall retain trademark counsel reasonably acceptable to the Agent.

SECTION 8.2 Each Grantor shall have the right and the duty, through trademark counsel reasonably acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademarks now or hereafter registered with the PTO or any similar office or agency of the United States or any foreign country ("**Trademark Registrations**") and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantor. The Grantors shall not abandon any filed trademark registration application, Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld.

SECTION 8.3 Grantors' Enforcement Rights. Each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations and any other rights of the Grantor in and to such Trademark Collateral. Each Grantor may require the Agent to join in such suit or action as necessary to assure the Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Lender Party to any risk of liability. Such Grantor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this Section 8.3.

SECTION 8.4 Protection of Trademarks, etc. In general, the Grantors shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce each such Grantor's Trademark Collateral. The Grantors shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would materially, adversely affect the validity, grant or enforcement of such Grantor's Trademark Collateral.

SECTION 8.5 Notification by Grantors. Promptly upon obtaining knowledge thereof, any applicable Grantor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or such Grantor's rights, title or interests in and to the Trademark Collateral, and of any event that does or reasonably could materially adversely affect the value of any of the Trademark Collateral, the ability of such Grantor or the Agent to dispose of any of the Trademark Collateral or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Trademark Collateral).

SECTION 9. Remedies. During the existence of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Agreement (including, without limitation, those set forth in Section 3, the Credit Agreement, the Security Agreement, the Intercreditor Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York) and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Trademark Collateral, or any interest that the Grantors may have therein, and shall apply any such proceeds toward the payment of the Secured Obligations as set forth in Section 6.1(d) of the Security Agreement. Notice of any sale, license or other disposition of the Trademark Collateral shall be given to the Grantors at least five (5) days before the time that any intended public sale or other public disposition of the Trademark Collateral is to be made or after which any private sale or other private disposition of the Trademark Collateral may be made, which each of the Grantors hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Trademark Collateral or interests therein sold, licensed or otherwise disposed of.

SECTION 10. Release of Security Interest. Upon (i) payment in full in cash of all Secured Obligations, the termination or maturity of all Acceptances, the termination or expiration of all Letters of Credit, the termination of all Capital Markets Contracts and the termination of all Commitments, or (ii) a release pursuant to Section 9.1.6 of the Credit Agreement, each Grantor (or in the case of a release pursuant to Section 9.1.6 of the Credit Agreement, the released Grantor) is authorized to record or file, and the Agent shall, at each Grantor's expense, execute and deliver to such Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to terminate and release the lien on and security interest in the Trademark Collateral

which has been granted hereunder and reassign and reconvey to and re-vest in such Grantor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Agent by such Grantor pursuant to this Agreement, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant to the terms of this Agreement and the Security Agreement.

SECTION 11. Acknowledgment. Each 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. The rights and remedies of the Agent hereunder are subject to the terms and provisions of the Intercreditor Agreement.

SECTION 12. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in a manner consistent with the terms and provisions thereof.

SECTION 13. No Assumption of Liability, Indemnification. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER PARTY ASSUMES ANY LIABILITIES OF ANY OF THE GRANTORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY SUCH GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARK COLLATERAL OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTORS, AND THE GRANTORS SHALL INDEMNIFY THE AGENT AND THE LENDER PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER PARTY WITH RESPECT TO SUCH LIABILITIES.**

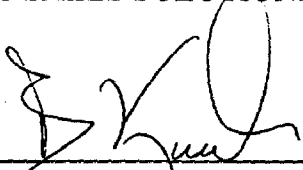
SECTION 14. Amendment and Restatement of Prior Agreement. The provisions of the Prior Agreement are hereby amended and restated in their entirety by the provisions hereof.

SECTION 15. Governing Law, Entire Agreement, Etc. This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of New York (including for such purpose Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) without regard to conflicts of laws principles, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect to any particular collateral are required to be governed by the laws of a jurisdiction other than the State of New York.

SECTION 16. 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 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.

MOSAIC SALES SOLUTIONS (I) INC.

By:  _____

Name: Ben Kaak

Title:

By:  _____

Name: Domenic Ieraci

Title:

Address: 469A King Street West
Toronto, Ontario
M5V 3M4

Fax No.: (416) 813-0370

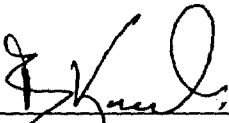
Attn: Chief Financial Officer

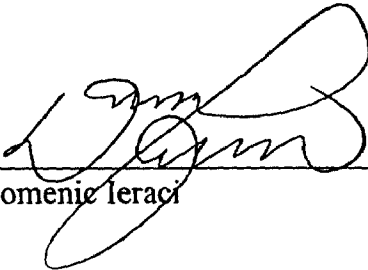
[Amended and Restated Trademark Collateral Security and Pledge Agreement in favor of Senior Lenders]

TRADEMARK
REEL: 002581 FRAME: 0605

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.

MOSAIC SALES SOLUTIONS (II) INC.
MOSAIC PERFORMANCE SOLUTIONS INC.

By: 
Name: Ben Kaak
Title:

By: 
Name: Domenic Ieraci
Title:

Address: 469A King Street West
Toronto, Ontario
M5V 3M4


Fax No.: (416) 813-0370


Attn: Chief Financial Officer

[Amended and Restated Trademark Collateral Security and Pledge Agreement in favor of Senior Lenders]

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.

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: 
Name: **PETER A. MASTROMARINI**
Title: **EXECUTIVE DIRECTOR**

By: 
Name: **Warren Lobo**
Title: **Director**

Address: **Commerce Court West
7th Floor
Toronto, Ontario
M5L 1A2 CANADA**

Fax No.: **(416) 980-5151**

Attention: **Director**

**[AMENDED AND RESTATED TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT]**

ATTACHMENT 1
to
Amended and Restated Trademark Collateral Security and Pledge Agreement

Item A. Trademarks

Registered Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mosaic Sales Solutions (II) Inc. (formerly, TMG Solutions Inc.)	Canada: TMG	Reg. No. 395,720	3/13/92
	United States: TMG	Reg. No. 1,350,963	7/23/85
	United States: TELEVIST	Reg. No. 2,214,945	12/29/98
	UK: TMG and Design	Reg. No. B1,395,924	8/24/89
	European Community: TMG and Design	Reg. No. 337,857	8/13/96
	Austria: TMG and Design	Reg. No. 129,302	1/25/90
	Chile: TMG and Design	Reg. No. 519,385	8/13/98
	China: TMG and Design	Reg. No. 1,191,831	7/14/98
	China: TMG and Design	Reg. No. 1,191,816	7/14/98
Mosaic Sales Solutions (I) Inc. (formerly, Mosaic Retail Solutions Inc.)	United States: EVENT- CAM	Reg. No. 2,408,661	11/28/00

Pending Trademark Applications

<u>Grantor</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Mosaic Sales Solutions (I) Inc. (formerly, Mosaic Retail Solutions Inc.)	United States: COLLEGE GRADPAC	App. No. 75/872,963	12/15/99
Mosaic Performance Solutions Inc.	United States: GUARANTEED PROOF	App. No. 76/364,132	1/29/02

Item B. Trademark Licenses

<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, MOSAIC SALES SOLUTIONS (I) INC. (f/k/a Mosaic Retail Solutions, Inc.), a Delaware corporation, MOSAIC SALES SOLUTIONS (II) INC. (f/k/a TMG Solutions Inc.), a Delaware corporation, and MOSAIC PERFORMANCE SOLUTIONS INC., a Delaware corporation (each of the foregoing herein individually referred to as an "Assignor" and collectively as the "Assignors"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, CANADIAN IMPERIAL BANK OF COMMERCE, as agent for each of the lender parties under the Third Amended and Restated Credit Agreement, having a place of business at 161 Bay Street, 8th Floor, BCE Place, Toronto, Ontario, Canada M5J 2S8 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, 20__.

MOSAIC SALES SOLUTIONS (I) INC.

By: _____
Name:
Title:

MOSAIC SALES SOLUTIONS (II) INC.

By: _____
Name:
Title:

MOSAIC PERFORMANCE SOLUTIONS INC.

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, 20__.

CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent

By: _____
Name:
Title:

COMMONWEALTH OR STATE OF * _____)
) ss.
COUNTY OF * _____)

On this the * day of *, 200*, before me appeared *, the person who signed this instrument, who acknowledged that (s)he is the * of *** and that being duly authorized (s)he signed such instrument as a free act on behalf of ***.

Notary Public

[Seal]

My commission expires:

ANNEX

Item A. Trademarks

Registered Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mosaic Sales Solutions (II) Inc. (formerly, TMG Solutions Inc.)	TMG	Reg. No. 1,350,963	7/23/85
	TELEVIST	Reg. No. 2,214,945	12/29/98
Mosaic Sales Solutions (I) Inc. (formerly, Mosaic Retail Solutions Inc.)	EVENT-CAM	Reg. No. 2,408,661	11/28/00

Pending Trademark Applications

<u>Grantor</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Mosaic Sales Solutions (I) Inc. (formerly, Mosaic Retail Solutions Inc.)	COLLEGE GRADPAC	App. No. 75/872,963	12/15/99
Mosaic Performance Solutions Inc.	GUARANTEED PROOF	App. No. 76/364,132	1/29/02

Item B. Trademark Licenses

<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.

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