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J.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94) Tab settings □□□ ▼ 102380977
emarks: Please record the attached original documents or copy thereof. To the Honorable Commissioner of Patent and Trave 2. Name and address of receiving party(ies) Name of conveying party(ies): Les Produits Addico Inc. Bank of Montreal , as Agent 4th Floor Internal Address: First Canadian Place Individual(s) Association Street Address: General Partnership Limited Partnership State: Ontaric ZIP: M5X 11+3 City: Toronto X Corporation-State Other Individual(s) citizenship\_ Additional name(s) of conveying party(les) attached? Tyes No Association General Partnership\_ 3. Nature of conveyance: Limited Partnership ☐ Corporation-State ☐ Assignment Merger X Other Canadian Bank Change of Name Security Agreement Other \_ Trademark Collateral Agreement If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) Execution Date: February 24, 2003 Additional name(s) & address(es) attached? Yes No 4. Application number(s) or patent number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) See Schedule A attached hereto See Schedule A attached hereto Additional numbers attached? X Yes No 6. Total number of applications and 5. Name and address of party to whom correspondence registrations involved: ..... concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$ 3/5.00 Name: Inte Federal Research Company, LLC Enclosed 1030 15th Street, NW, Suite 920 Authorized to be charged to deposit account Washington, DC 20005 Street Address:\_ 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 00000041 2624966 03/06/2003 STORII Statement and signature 75.00 0P To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of he original document. February 27, 2003 Gregory T. Pealer Date Name of Person Signing Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to:

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

## SCHEDULE A TO TRADEMARK COLLATERAL AGREEMENT

## REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Registration / Application No.	Title
2624966	A (Plus Design)
2487669	ADDI (Stylized)
2507186	ADDICO
78/065210	ADDIPURE
2556183	ADDIVALVE
2522697	ARIZONA
2522695	CHICAGO
2522698	MILANO
2604870	MONACO
2522696	NEWTON
2536786	RIO
2485378	ULTRA-GARDE

TRADEMARK REEL: 002683 FRAME: 0656

## TRADEMARK COLLATERAL AGREEMENT

This 24th day of February, 2003, Les Produits Addico Inc., a Nova Scotia corporation ("Debtor") with its principal place of business and mailing address at 88 Brunswick, Dollard-de-Ormeaux, Quebec H9B 2C5, Canada, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal ("BOM") with its mailing address at 4th Floor, First Canadian Place, Toronto, Ontario M5X 1H3 Canada, acting as agent hereunder for the Secured Creditors as defined in the Movable Hypothec as hereinafter defined (BOM acting as such agent and any successor or successors to BOM and any assignee or assignees from BOM acting in such capacity being hereinafter referred to as the "Secured Party"), and grants to Secured Party a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Hypothec on Movables bearing even date herewith between Debtor and Secured Party (such Hypothec on Movables as the same may be amended, modified or restated from time to time hereinafter referred to as the "Movable Hypothec").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Movable Hypothec.

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REEL: 002683 FRAME: 0657

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LES PRODUITS ADDICO INC.

Name Richard Hammon
Title PRESIDENT

BANK OF MONTREAL, as Agent

Title \_ Vice President

**RECORDED: 03/05/2003**