

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

TRADEMARK
REEL: 002683 FRAME: 0655

**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 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;

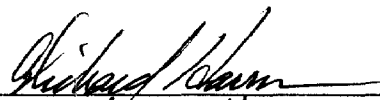
to secure performance of all Secured Obligations of Debtor as set out in that certain Hypothec on Movables bearing even date herewith between Debtor and Secured Party (such Hypothec on Movables as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Movable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

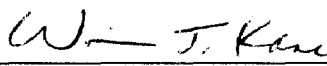
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Movable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

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.

By 
Name RICHARD HARMON
Title PRESIDENT

BANK OF MONTREAL, as Agent

By 
Name William J. Kane
Title Vice President