

05-05-2003

Form PTO-1594

(Rev. 03/01)

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

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

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):

Western Inventory Service Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other a Canadian corporation
- 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: March 28, 2003

2. Name and address of receiving party(ies)

Name: The Bank of Nova Scotia, as
Administrative Agent

Internal Address: _____
Address: Scotia Plaza
40 King Street West
Street Address: 62nd Floor

City: Toronto State: Ontario Zip: M5W 2X6

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other a Canadian banking corporation

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)

76/498110

B. Trademark Registration No.(s)

2003

Additional number(s) attached Yes No

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

Name: Rebecca C. Ambriz, Paralegal

Internal Address: Sonnenschein Nath
& Rosenthal
8000 Sears Tower

Street Address: 233 South Wacker Drive

City: Chicago State: IL Zip: 60606

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:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Rebecca C. Ambriz

Rebecca C. Ambriz
Signature

4/30/03
Date

05/05/2003 DBYRME 00000076498110

01 FC:8521

40 04 00

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK
REEL: 002724 FRAME: 0045

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made as of the 28th day of March, 2003, by and between Western Inventory Service Ltd. (the "Company"), a Canadian corporation with its principal executive office located at 192 Bridgeland Avenue, Toronto, Ontario M6A 1Z4, and The Bank of Nova Scotia, a Canadian banking corporation, with its principal office located at 40 King St. W., 62nd Floor, Toronto, Ontario M5W 2X6, in its capacity as Administrative Agent (the "Administrative Agent") for and representative of itself and certain lenders under the Credit Agreement described below.

W I T N E S S E T H:

WHEREAS, 6067948 Canada Inc. entered into that certain Credit Agreement, dated as of March 28, 2003, among the Administrative Agent, the Syndication Agent, the Lead Arranger, 6067948 Canada Inc. and the Lenders party thereto (as may be amended, modified supplemented or replaced from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed to make certain secured credit facilities available to 6067948 Canada Inc.;

WHEREAS, 6067948 Canada Inc. amalgamated with Western Inventory Service Ltd. (itself the corporation continuing upon the amalgamation of Western Inventory Service Ltd., a corporation continued under the laws of Canada, and Serco Holdings (SHL) Ltd.) to form the Company;

WHEREAS, in order to induce the Lenders to lend under the Credit Agreement, the Company is willing to grant the security referenced herein.

NOW, THEREFORE, for and in consideration of any loan, advance or other financial accommodation heretofore or hereafter made to the Company under or in connection with the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Company's Obligations, the Company hereby grants to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Company's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Company's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 3(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements related to or in connection with the use of the Trademarks with any other party, whether the Company is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

4. Restrictions on Future Agreements. The Company will not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Company further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to Administrative Agent under this Agreement or the rights associated with those Trademarks or Licenses.

5. New Trademarks and Licenses. The Company represents and warrants that (a) the Trademarks listed on Schedule A include all of the registered trademarks and registered service marks now owned by the Company, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements related to or in connection with the Trademarks pursuant to which the Company is the licensee or licensor

thereunder and (c) no other liens, claims or security interests have been granted by the Company to any other Person in such Trademarks and Licenses. If, prior to the termination of this Agreement, the Company shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. The Company shall give to Administrative Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence on a quarterly basis. The Company hereby authorizes Administrative Agent to modify this Agreement by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5 provided, however, that this paragraph 5 shall not apply to trademarks or service marks owned by third parties or agreements permitting to the Company use of such trademarks or service marks in connection with the sale of goods or performance of services in the ordinary course of business.

6. Royalties. The Company hereby agrees that the use by Administrative Agent of the Trademarks and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 15 shall be coextensive with the Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Administrative Agent to the Company.

7. Right to Inspect; Further Assignments and Security Interests. On and after the date on which the Administrative Agent shall become entitled to enforce the Security under Section 11.11(a) of the Credit Agreement (the "Enforcement Date"), the Company agrees that Administrative Agent, or a conservator appointed by Administrative Agent, shall have the right to establish such reasonable additional product quality controls as Administrative Agent or such conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Company under the Trademarks and the Licenses. Except as otherwise permitted in the Credit Agreement, the Company agrees (a) not to sell or assign its interest in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Administrative Agent, which consent will not be unreasonably withheld, (b) to maintain the same standards of quality for the goods and services in connection with which the Trademarks and the Licenses are used as the Company maintained for such goods and services prior to the date hereof, and (c) not to change such quality of such goods and services in any material adverse respect without Administrative Agent's prior and express written consent which consent, will not be unreasonably withheld.

8. Termination of Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Obligations of the Company, this Agreement shall terminate and Administrative Agent shall promptly execute and deliver to the Company, at the Company's expense, all termination statements and other instruments as may be necessary or proper to terminate Administrative Agent's security interest

in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Administrative Agent pursuant to this Agreement or the Credit Agreement.

9. Duties of the Company. The Company shall have the duty, to the extent the Company deems it to be desirable in the normal conduct of the Company's business, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. The Company further agrees (i) not to abandon any Trademark or License without the prior written consent of Administrative Agent unless they are deemed by the Company not to be necessary or economically desirable in the operation of the Company's business and (ii) to use its best efforts to maintain in full force and effect the Trademarks and Licenses that are deemed by the Company to be necessary or economically desirable in the operation of the Company's business. Any expenses incurred in connection with the foregoing shall be borne by the Company.

10. Administrative Agent's Right to Sue. On and after the Enforcement Date, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if Administrative Agent, for itself or on behalf of the Lenders, shall commence any such suit, the Company shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement. The Company shall, upon demand, promptly reimburse Administrative Agent for all reasonable costs and expenses incurred by Administrative Agent in the reasonable exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by the Company of any provision of this Agreement shall not waive, affect or diminish any right of Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Company and Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Company contained in this Agreement shall be deemed to have been suspended or waived by Administrative Agent unless such suspension or waiver is in writing signed by an officer of Administrative Agent and directed to the Company specifying such suspension or waiver.

12. Administrative Agent's Exercise of Rights and Remedies. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that, from and after the time that the Administrative Agent has become entitled to exercise the rights and remedies hereunder, the Administrative Agent may, and upon the written direction of the Majority Lenders, shall exercise any of the rights and remedies provided in this Agreement, the Credit Agreement and any other Loan Documents.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability

shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 3 and 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. On and after the Enforcement Date upon the giving of written notice by Administrative Agent to the Company of Administrative Agent's intention to enforce its rights and claims against the Company, the Company hereby irrevocably designates, constitutes and appoints Administrative Agent (and all Persons designated by Administrative Agent in its sole and absolute discretion) as the Company's true and lawful attorney-in-fact, and authorizes Administrative Agent and any of Administrative Agent's designees, in the Company's or Administrative Agent's name, from and after the time that the Administrative Agent has become entitled to exercise the rights and remedies hereunder, to (a) endorse the Company's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems reasonably necessary to facilitate the exercise of rights and remedies under the Credit Agreement. Administrative Agent shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this paragraph 15 without taking like action with respect to the entire goodwill of the Company's business connected with the use of, and symbolized by, such Trademarks or Licenses. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of Administrative Agent. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations of the Company shall have been paid in full. The Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or the Lenders under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Notwithstanding any provision hereof to the contrary, on and after the Enforcement Date, the Company may sell goods and services bearing the Trademarks and trademarks covered by the Licenses in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Administrative Agent of an intended sale or disposition of any of the Trademarks or Licenses.

16. Successors and Assigns. This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of Administrative Agent and its

successors and assigns. The Company's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of or for the Company; provided, however, that the Company shall not voluntarily assign or transfer its rights hereunder or its Obligations without the Administrative Agent's prior written consent.

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CHOICE OF LAW PRINCIPLES, PROVIDED THAT THE ADMINISTRATIVE AGENT AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER UNITED STATES FEDERAL LAW.

18. Administrative Agent's Duty. Administrative Agent shall not have any duty with respect to the Trademarks or the Licenses except to the extent Administrative Agent has acquired ownership of the Trademarks or Licenses upon an exercise of its remedies hereunder. Administrative Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Company and added to the Secured Obligations secured hereby.

19. Paramourncy. In the event of any conflict or inconsistency between the provisions of this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall prevail.

20. Credit Agreement. The Company hereby makes all declarations, representations, warranties and covenants set forth in the Credit Agreement to the extent applicable to it, mutatis mutandis.

21. Judgment Currency.

(a) If, for the purpose of obtaining or enforcing judgment against the Company in any court in any jurisdiction, it becomes necessary to convert into a particular currency (such currency being hereinafter in this Section 21 referred to as the "Judgment Currency") an amount due in another currency (such other currency being hereinafter referred to as the "Indebtedness Currency") under this agreement, the conversion shall be made at the rate of exchange prevailing on the Banking Day immediately preceding:

- (i) the date of actual payment of the amount due, in the case of any proceeding in the courts of any jurisdiction that will give effect to such conversion being made on such date; or
- (ii) the date on which the judgment is given, in the case of any proceeding in the courts of any other jurisdiction (the date as of which such conversion is made being hereinafter in this Section 21 referred to as the "Judgment Conversion Date").

(b) If, in the case of any proceeding in the court of any jurisdiction referred to above, there is a change in the rate of exchange prevailing between the Judgment Conversion Date and the date of actual payment of the amount due, the Company agrees to pay to the Administrative

Agent such additional amount (if any) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Indebtedness Currency which could have been purchased with the amount of the Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date.

(c) Any amount due from the Company under the provisions of this subparagraph (c) of this Section 21 shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of this Agreement.

(d) The term "rate of exchange" in this Section 21 means the noon rate of exchange for Canadian interbank transactions applied in converting the Indebtedness Currency into the Judgment Currency published by the Bank of Canada for the day in question for Canadian interbank transactions.

22. Sending Notices. All notices and other communications hereunder shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by telecopier, charges prepaid, if to the Company as follows:

Address: 192 Bridgeland Avenue
Toronto, Ontario M6A 124
Attention: Chief Executive Officer

Telecopier No.: (416) 781-9342

with a copy to: Oncap L.P.
161 Bay Street
48th Floor
Toronto, Ontario
M5J 2S1

and if to the Administrative Agent as follows:

Address: The Bank of Nova Scotia
40 King Street West
62nd Floor
Toronto, Ontario
MW5 026
Canada

Attention: Managing Director

Telecopier: (416) 866-2010

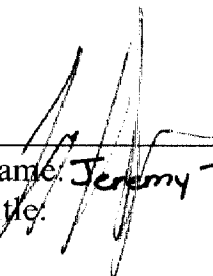
or at or to such other address or addresses, or telecopier number or numbers, as any party hereto may from time to time designate to the other parties in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Banking Day and such delivery was made prior to

4:00 p.m. (Toronto time); otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of delivery. Any communication which is transmitted by telecopier shall be deemed to have been validly and effectively given on the date of transmission if such date is a Banking Day and such transmission was made prior to 4:00 p.m. (Toronto time); otherwise, it shall be deemed to have been validly given on the Banking Day next following such date of transmission.

23. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.


WESTERN INVENTORY SERVICE LTD., a
Canadian corporation

By: 
Name: Jeremy Thompson
Title:

Accepted and agreed to as of the
28th day of March, 2003, by:

THE BANK OF NOVA SCOTIA, as Administrative Agent for the Lenders

By: 
Name: **JEAN M. HOPKINS**
Title: DIRECTOR

By: 
Name: **Ghada Abdallah**
Title: Associate

Schedule A

to

Trademark Security Agreement

Dated as of March 28, 2003

Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Western Inventory Service Ltd.	Canadian Trade-Mark registration no. 280,936	June 30, 2013
WHERE EXPERIENCE COUNTS	Canadian Trade-Mark registration no. 250,802	September 26, 2010
Trade-mark logo of WISL	Canada Trade-Mark registration no. 240,648	March 7, 2010

Pending Marks

<u>Mark</u>	<u>Number</u>	<u>Date of Application</u>
WISard	76/498110	- filed in Canada on February 7, 2003 - sent to the US trademark office on February 14, 2003 for filing – awaiting confirmation of filing date

Schedule B

to

Trademark Security Agreement

Dated as of March 28, 2003

Licenses

1. Master Broadband and IP Services Agreement dated September 17, 2001 between WISL and Bell Canada.
2. Internet Infrastructure Services Agreement dated April 26, 2001 between WISL and Q9 Networks Inc.
3. Letter of Agreement dated May 20, 1998 between WISL and SCI Systems to provide parts for WISard assembly.
4. Letter from EPM Inc. to WISL dated September 19, 2002 to manufacture WISards.
5. OEM License Agreement dated as of December 15, 1998 by and between General Software, Inc. and WISL. (agreement expired December 15, 2001 but licenses have been purchased since expiry pursuant to purchase order dated October 24, 2002).
6. Software OEM License Agreement dated October 13, 2000 by and between WISL and Datalight Incorporated.
7. License for 5,000 CardSoft Windows 3.1 x from System Soft Products paid for by WISL on February 26, 2003.

G23\2541736.2

Rebecca C. Ambriz
(312) 876-3462
rambriz@sonnenschein.com

8000 Sears Tower
233 South Wacker Drive
Chicago, IL 60606
312.876.8000
312.876.7934 fax
www.sonnenschein.com

Chicago
Kansas City
Los Angeles
New York
San Francisco
Short Hills, N.J.
St. Louis
Washington, D.C.
West Palm Beach

April 30, 2003

VIA EXPRESS MAIL

The Commissioner of Patents and
Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of Trademark and License Security Agreement

Dear Sir or Madam:

Enclosed for recordation is a Trademark and License Security Agreement from Western Inventory Service Ltd. to The Bank of Nova Scotia.

The recordation form cover sheet and the recordation fee of \$40.00 for such recordation is also enclosed herewith. If any problems should arise by payment of check you are authorized to charge Deposit Account No. 19-3140.

We respectfully request that the enclosed security agreement be recorded and returned to the undersigned with notation of the reel and frame number and date of recordation.

Please note the date of receipt of this submission on the enclosed self-addressed, stamped postcard to be returned to the address listed on the postcard.

Kindly address any communications concerning this matter to the undersigned.

Sincerely,



Rebecca C. Ambriz
Paralegal

RCA/ju
Enclosures
cc: Victoria A. Gilbert
14281055/09793260 0001

DESIGNATION OF DOMESTIC REPRESENTATIVE

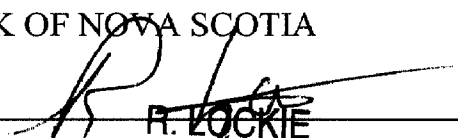
Sonnenschein Nath & Rosenthal and/or Victoria A. Gilbert, Esq., whose postal address is 601 South Figueroa Street, Suite 1500, Los Angeles, California 90017, is designated as Domestic Representative for The Bank of Nova Scotia, for purposes of attending to recordal of this Trademark Security Agreement against each of the trademarks listed on Schedule A of the Trademark Security Agreement, dated as of March 28, 2003, between Western Inventory Service Ltd. and The Bank of Nova Scotia, as Administrative Agent.

THE BANK OF NOVA SCOTIA

By: _____

Name: _____

Title: _____


R. LOCKIE
MANAGING DIRECTOR

By: _____

Name: _____

Title: _____


Ghada Abdalla
Associate