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TRADEMARKS RECORDATION COVER SHEET

To the Director of the U.S. Patent and Trademark Office: Please record the attached original document or copy thereof.

<p>1. Name of conveying party(ies):  <b>COLORTECH INC.</b>  <i>2-5-04</i></p> <p>Type of Entity: Corporation of Canada  Additional names(s) of conveying party(ies) attached? No</p>	<p>2. Name and Address of receiving party(ies):  <b>HSBC Bank Canada</b>  <b>70 York Street, 2<sup>nd</sup> Floor</b>  <b>Toronto, Ontario M5J 1S9</b>  <b>Canada</b></p> <p>Type of Entity: Corporation of Canada  If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p>Additional name(s) &amp; address(es) attached? No</p>
<p>3. Nature of Conveyance:  <b>SECURITY AGREEMENT</b></p> <p>Execution Date: October 6, 2003</p> <p>4.A. Trademark Application No(s):</p>	<p>B. Trademark Registration No.(s)  1,381,940 for COLORTECH And Design</p> <p style="text-align: right; font-size: small;">OPR/FINANCE  FEB -5 AM 7:37</p> <p>Additional numbers attached? No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p>	<p>6. Total number of documents involved: 1</p>
<p>OSTROLENK, FABER, GERB &amp; SOFFEN, LLP  1180 Avenue of the Americas  New York, New York 10036-8403</p>	<p>7. Total fee (37 CFR 3.41): \$ 40.00</p> <p>Enclosed as part of Check No. <i>14129</i></p> <p><small>In the event the actual fee is greater than the payment submitted or is inadvertently not enclosed or if any additional fee due is not paid, the Patent and Trademark Office is authorized to charge the underpayment to Deposit Account No. 15-0700.</small></p>
<p><b>DO NOT USE THIS SPACE</b></p>	
<p>8. <i>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.</i></p> <p>Charles P. LaPolla _____ February 3, 2004  Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 13</p>	

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**PROVINCE OF ONTARIO****GENERAL SECURITY AGREEMENT BY COLORTECH INC.****I. SECURITY INTEREST**

**A.** For value received, the undersigned ("Debtor"), hereby grants to HSBC Bank Canada, in its capacity as agent (together with its successors and assigns in such capacity, "Agent") on its own behalf and on behalf of the Lenders (as defined below) by way of mortgage, charge, a security interest (the "Security Interest") in the undertaking of Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all Proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor;

1. all inventory of whatever kind and wherever situate ("Inventory");
2. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
3. all accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
4. all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
5. all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property, including without limitation, the patents and trademarks listed in the loan agreement dated as of the date hereof between Agent, the lenders party thereto from time to time (the "Lenders"), Debtor, Colortech, Inc. and Polyplast Muller Canada Inc. (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");
6. all the right, title, interest and benefit in, to, under or in respect of all its leasehold interests in real and immovable property and all leases and agreements entered into from time to time superseding or replacing such

real property leases including in each and all cases any greater right, title and interest therein or in any part thereof which the Debtor may acquire and hold during the currency of this general security agreement, including, without limitation, any right or option to renew and any option or right of first refusal to lease or to purchase that may be contained therein and any rights acquired in connection therewith. The last day of any term of years reserved by any lease or any extension or renewal thereof, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby excepted out of the Security Interests and does not and shall not form part of the property charged hereby, but the Debtor shall stand possessed of the reversion remaining in the Debtor of any leasehold interest for the time being demised as aforesaid, upon trust to assign and dispose thereof as Agent or Lenders shall direct; and upon any sale of the leasehold interest, or any part thereof, Agent or Lenders for the purpose of vesting the aforesaid reversion of any such term or any renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or other writing to appoint such purchaser or purchasers or any other person or persons a new trustee or trustees of the aforesaid reversion of any such term or renewal thereof in the place of the Debtor and to vest the same accordingly in the new trustee or trustees so appointed, freed and discharged from any obligation respecting the same; and

7. all property described in any schedule now or hereafter annexed hereto.

B. The Security Interest granted hereby shall not extend or apply to and Collateral shall not include (i) any personal property held in trust by Debtor and lawfully belonging to others; (ii) any trust monies lawfully belonging to others; or (iii) the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

C. The terms "Goods", "Chattel Paper", "Documents of Title", "Instruments", "Intangibles", "Securities", "Proceeds", "Inventory", "Money", "Accounts", "Equipment", "Consumer Goods", "Financing Statements", "Financing Change Statement", and "Accession" whenever used herein shall be interpreted pursuant to their respective meanings when used in *The Personal Property Security Act* of Ontario, as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the terms "Goods" when used herein shall not include Consumer Goods of Debtor as that term is defined in the P.P.S.A., and the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof". The term "Proceeds" whenever used herein and interpreted as above shall by way of example include trade-ins, equipment, cash, bank accounts, notes, chattel paper, goods, contract rights, accounts and any other personal property or obligation received when such Collateral or Proceeds are sold, exchanged, collected or otherwise disposed of.

D. Unless otherwise defined herein, all capitalized terms used shall have the meanings given to such terms in the Loan Agreement.

## II. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of Debtor to Agent and Lenders (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety including, without limitation, all obligations, indebtedness and liability incurred in connection with the Loan Agreement and a guarantee dated as of the date hereof executed by Debtor in favour of Agent (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of a default to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and Agent and Lenders shall be entitled to pursue full payment thereof.

## III. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants for so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

A. the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for the Security Interest and Permitted Liens;

B. each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to Agent from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable; and

C. the locations specified in the Loan Agreement as to the chief executive office, business operations and records of Debtor are accurate and complete and, with respect to Goods (including Inventory) constituting Collateral, the locations specified in the Loan Agreement are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all Goods (including Inventory), fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations.

**IV. COVENANTS OF DEBTOR**

So long as this Security Agreement remains in effect Debtor covenants and agrees:

A. to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep the Collateral free from all Encumbrances, except for the Security Interest and Permitted Liens;

B. to notify Agent promptly of any change in the information contained herein relating to Debtor, Debtor's business or Collateral;

C. not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or the policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

D. to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by Agent or Lenders of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

E. to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an Accession to other property not covered by this Security Agreement;

F. to deliver to Agent from time to time upon request any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral; and

G. Debtor agrees that Agent may, at any time, after the occurrence and during the continuance of a default, notify any Account Debtor of Debtor of the Security Interest, require any such Account Debtor to make payment to Agent, take control of any Proceeds of Collateral and may hold all amounts received from any Account Debtor and any Proceeds as part of the Collateral and as security for the Indebtedness.

**V. USE AND VERIFICATION OF COLLATERAL**

Debtor may, until a default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner nor inconsistent with the provisions hereof; provided always that Agent and Lenders shall have the right at any time and from time to time verify the existence and state of the Collateral in any manner Agent or Lenders may consider appropriate and Debtor agrees to pay all costs and expenses, furnish all assistance and information and perform all such acts as Agent and Lenders may reasonably request in connection therewith and for such purpose to grant to Agent and Lenders or their agents access to all places where Collateral may be located and to all premises occupied by Debtor.

**VI. SECURITIES**

If Collateral at any time includes Securities, Debtor authorizes Agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that Agent or its nominee(s) may appear of record as the sole owner thereof; provided that, until a default, Agent shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After a default, Debtor waives all rights to receive any notices or communications received by Agent or its nominee(s) as such registered owner and agrees that no proxy issued by Agent to Debtor or its order as aforesaid shall thereafter be effective.

**VII. EVENTS OF DEFAULT**

The happening of any "Event of Default" as defined in the Loan Agreement is herein referred to as a "default".

**VIII. ACCELERATION**

Agent or Lenders, in their sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of a default. The provisions of this clause are not intended in any way to affect any rights of Agent or Lenders with respect to Indebtedness which may now or hereafter be payable on demand.

**IX. DISPOSITION OF MONIES**

All payments made in respect of the Indebtedness and money realized from any securities held therefor may, after a default, be applied on such part or parts of the Indebtedness as Agent or Lenders may see fit and Agent and Lenders shall at all times and from time to time have the right to change the appropriation of any money received by them and to re-apply the same on any other part or parts of the Indebtedness as Agent or Lenders may see fit, notwithstanding any previous application by whomsoever made.

**X. REMEDIES**

A. Upon a default, Agent may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of Agent or not, to be a receiver or receivers (hereinafter called a "Receiver", which term used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to Debtor. Any such Receiver

shall, so far as concerns responsibility for his acts, be deemed the agent of Debtor and not Agent or Lenders, and none of Agent or Lenders shall be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, his servants, agents or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable him to carry on Debtor's business or otherwise, as such Receiver shall, in his discretion, determine. Except as may be otherwise directed by Agent, all Money received from time to time by such Receiver in carrying out his appointment shall be received in trust for Agent and Lenders and paid over to Agent. Every such Receiver may, in the discretion of Agent, be vested with all or any of the rights and powers of Agent.

B. Upon a default, Agent may, either directly or through its agents or nominees, exercise all the powers and rights given to a Receiver by virtue of the foregoing sub-clause(a).

C. Agent or Lenders may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon a default, Agent or Lenders may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to Agent or Lenders may seem reasonable, including, without limitation, by public auction, by public tender or by private contract, with or without notice, advertising or any other formality, all of which are hereby waived by Debtor, and such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to Agent or Lenders in their sole discretion may seem advantageous and such sale may take place whether or not Agent or Lenders has taken such possession of such Collateral.

D. In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Agent or lenders and in addition to any other rights Agent or Lenders may have at law or in equity, Agent and Lenders shall have, both before and after a default, all rights and remedies of a secured party under the PPSA. Provided always, that none of Agent or Lenders shall be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, none of Agent or Lenders shall have any obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether Collateral or proceeds and whether or not in Agent's or a Lender's possession and shall not be liable or accountable for failure to do so.

E. Debtor acknowledges that Agent, Lenders or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from Agent, Lenders or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

F. Debtor agrees to pay all costs, charges and expenses reasonably incurred by Agent, Lenders or any Receiver, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses together with any amounts owing as a result of any borrowing by Agent, Lenders or any Receiver, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

G. Unless the Collateral in question is perishable or unless Agent believes on reasonable grounds that the Collateral in question will decline speedily in value, Agent will give Debtor such notice of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made, as may be required by the PPSA.

## XI. MISCELLANEOUS

A. Debtor hereby authorizes Agent and Lenders to file such financing statements, financing charging statements and other documents and do such acts, matters and things (including adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as Agent or Lenders may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints Agent and Lenders the true and lawful attorneys of Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.

B. Without limiting any other right of Agent or Lenders, whenever Indebtedness is immediately due and payable or any of Agent or Lenders has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), any of Agent or Lenders may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by Agent or Lenders in any capacity, whether or not due, and Agent or Lenders shall be deemed to have exercised such right of set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on Agent's or Lenders' records subsequent thereto.

C. Upon Debtor's failure to perform any of its duties hereunder, Agent or Lenders may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to Agent or Lenders, forthwith upon written demand therefor, an amount equal to the expense incurred by Agent or Lenders in so doing plus interest thereon from the date such



expense is incurred until it is paid at a rate equal to the Canadian Prime Rate plus 2.25% per annum.

D. Agent or Lenders may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as Agent or Lenders may see fit without prejudice to the liability of Debtor or Agent's or Lenders' right to hold and realize the Security Interest. Furthermore, Agent may demand, collect and sue on Collateral in either Debtor's, Agent's or a Lender's name, at Agent's or Lenders' option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

E. No delay or omission by Agent or Lenders in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, Agent or Lenders may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of Agent or Lenders granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

F. Debtor waives protest of any Instrument constituting Collateral at any time held by Agent or Lenders on which Debtor is in any way liable and, subject to Clause X.G hereof, notice of any other action taken by Agent or Lenders.

G. This Security Agreement shall enure to the benefit of and be binding upon the Debtor, Agent and Lenders and their respective heirs, executors, administrators, successors and assigns.

H. In any action brought by an assignee of this Security Agreement and the Security Interest of any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against Agent or Lenders.

I. Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement executed by Agent and Debtor and no waiver of any provision hereof shall be effective unless in writing executed by Agent and Debtor.

J. This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario as the same may from time to time be in effect, including, where applicable, the PPSA. For the purpose of legal proceedings, this Security Agreement shall be deemed to have been made in the said Province and to be performed there and the courts of that Province shall have jurisdiction over all

disputes which may arise under this Security Agreement and Debtor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts; provided always that nothing herein contained shall prevent Agent or Lenders from proceeding at their election against Debtor in the courts of any other province, country or jurisdiction

K. Subject to the requirements of Sections X.G and XI.L hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be duly made or given if delivered in accordance with the provisions of the Loan Agreement at the addresses specified therein.

L. This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by Agent or Lenders and is, and is intended to be a continuing Security Agreement and shall remain in full force and effect until all Indebtedness together with interest accruing thereon after such notice, shall be paid in full and Agent and Lenders shall have released the Debtor from its obligations hereunder in writing.

M. The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

N. When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

O. In the event of any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect. If any provision or remedy contained or referred to in this Security Agreement is prohibited, modified or altered by the laws of any province or territory of Canada which governs that aspect of this Security Agreement and the provision or remedies may be waived or excluded by Debtor in whole or in part, Debtor hereby waives and excludes such provision to the fullest extent permissible by law.

P. Nothing herein contained shall in any way obligate Agent or Lenders to make any advance or loan or further advance or loan or grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

Q. The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to Agent.

R. Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest created hereby (i) shall extend to "Collateral" (as that

term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, such that the term "Debtor" when used herein would apply to each of the amalgamating companies and the amalgamated company and (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to Agent and Lenders at the time of amalgamation and any "Indebtedness" of the amalgamated company to Agent and Lenders thereafter arising. The Security Interest shall attach to the additional "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

**XII. NON-CONFLICT**

If any of the provisions of this Security Agreement conflict with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall govern.

**XIII. COPY OF AGREEMENT**

Debtor hereby acknowledges receipt of a copy of this Security Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF** Debtor has executed this Security Agreement as of October 6, 2003.

**COLORTECH INC.**

Per:

Name: John Loria

Title: Controller

DECLARATION OF WITNESS

I, JULIA KATHERINE KRESTOW, whose full post office address is 23 MAXWELL AVE, TORONTO, ONT. M5P 2B4, hereby declare that I was personally present and did see JOHN LORIA whom is personally known to me to be the person named in the above General Security Agreement by Colortech Inc., duly sign and execute the same.

EXECUTED at TORONTO this 15<sup>th</sup> day of DECEMBER, 2003.

