07-22-2004

PTO-1594
6-93)
No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

7/22/04

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

Name of conveying party(ies):

Manac Inc.

7-17-04

Individual(s)
General Partnership
Corporation-State
X Other Quebec Company

☐ Association
☐ Limited Partnership

ditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Nature of conveyance:

☐ Assignment
☒ Security Agreement
☐ Other

☐ Merger
☐ Change of Name

ecution Date: June 23, 2004

2. Name and address of receiving party(ies)

Name: GE Canada Finance Holding Company

Internal Address: Suite 1500

Street Address: 11 King Street

City: Toronto, Ontario CANADA State: ZIP: M5H 4C7

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other A Nova Scotia Entity

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2452449

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) $ 115.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

07/23/2004 LMUELLER 00000027 2452449
01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

DO NOT USE THIS SPACE

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.

Laura Konrath
Name of Person Signing

Signature

7/21/04
Date

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

Mail documents to be recorded with required cover sheet information to:

TRADEMARK
REEL: 003010 FRAME: 0761

Continuation Item 4

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

1
Mark: Manac
No. CDN: 246,544
No. US: 2,452,449
Registraded Date: May 22, 2001

2
Mark: Manac (& design)
No. CDN: 524,342
No. US: 2,355,096
Registraded Date: June 6, 2000

3
Mark: Flying Moose Design
No. CDN: 337,176
No. US: 2,397,300
Registraded Date: October 24, 2000

4
Mark: Comboplate
No. CDN: 576,941
No. US: 2,664,170
Registraded Date: December 17, 2002

Mark: Remorque Fabrex Trailer
No. CDN: 346,877
No. US:
Registraded Date: October 21, 1988

Mark: Rodech
No. CDN: 325,707
No. US:
Registraded Date: April 10, 1987

TRADEMARK APPLICATIONS
none

TRADEMARK LICENSES
Mark: ? (red circle)
Name of Agreement: Licence de marque de commerce
Parties: Between Le Groupe Canam Manac Inc. and Manac Inc.
Date of Agreement: May 31, 2004
Term of licence: 99 years, renewable

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 23, 2004, by Manac Inc., a Quebec company ("Grantor"), in favor of GE CANADA FINANCE HOLDING COMPANY, a Nova Scotia Entity, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrower party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MANAC INC.

By: _____
Name: Charles Dutil
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY

By: _____
Name: _____
Title: _____

CHI:1375684.3

ACKNOWLEDGMENT OF GRANTOR

Province
~~STATE~~ OF Quebec)
) ss.
~~COUNTY OF~~ CANADA)

On this 23rd day of June, 2004 before me personally appeared Charles Dutil, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Manac Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary ~~Public~~

{seal}

CHI:1375684.3

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