

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings

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

1. Name of conveying
NORWESCO, INC.

- Individual(s)
- General Partnership
- Corporation-State MN
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving

MERRILL LYNCH CAPITAL CANADA, INC.
AS ADMINISTRATIVE AGENT

Street Address: BCE Place, 181 Bay Street, Suite 400

Toronto /ONT Country: Canada Zip: M5J

Individual(s) citizenship

Association

General

Limited

Corporation State CANADA

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: DECEMBER 29, 2004

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

1,828,033

Additional numbers attached? NO

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

Name: Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
Internal Addr: 1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address:

City: _____ Stat: _____ Zip: _____

6. Total number of applications registrations 1

7. Total fee (37 CFR) \$ 40.00

8. Deposit account number:

50-3155

(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.

FAKHEE VERMA

Name of Person



Signature

JANUARY 19, 2005

Date

7

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

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

CH \$40.00 603155 1828033

SCHEDULE A

NORWESCO – United States Registration, Reg. No. 1,828,033
NORWESCO – Canada Registration, Reg. No. 439,880

Miscellaneous Design (NW Logo) – Canada Registration, Reg. No. 439,881
Miscellaneous Design (NW Logo) – Canada Registration, Reg. No. 439,881

TRADEMARK SECURITY AGREEMENT (CANADA)

THIS TRADEMARK SECURITY AGREEMENT (Canada) (the "Agreement") made as of this 29 day of December, 2004 by Norwesco, Inc., a Minnesota corporation ("Grantor") in favor of Merrill Lynch Capital Canada, Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement defined below ("Canadian Grantee"):

WITNESSETH

WHEREAS, Norwesco Canada Ltd., a Canadian corporation ("Canadian Borrower"), Canadian Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Canadian Borrower by Lenders;

WHEREAS, Grantor has entered into that certain Guaranty (Holdings and U.S. Borrower of Canadian Obligations) of even date hereof (as the same may be amended, restated, supplemented or otherwise modified, the "Guaranty") in favor of Canadian Grantee pursuant to which Grantor has agreed to guaranty the Obligations (as such term in defined in the Credit Agreement) of the Canadian Borrower arising under the Credit Agreement; and

WHEREAS, pursuant to the terms of a certain Security Agreement (U.S. Borrower for Canadian Obligations) of even date herewith between Grantor and Canadian Grantee (as the same may be amended or otherwise modified from time to time, the "Canadian Security Agreement"), Grantor has granted to Canadian Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Canadian Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty;

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

1. Incorporation of Credit Agreement and Canadian Security Agreement. The Credit Agreement and Canadian Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Canadian Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Canadian Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Canadian Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively

referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. General Terms and Conditions. Notwithstanding the order of creation and perfection of the Liens and Security Interests granted by Grantor (i) to the Canadian Grantee hereunder to secure the Obligations and (ii) to the US Grantee (as defined below) under that certain Trademark Security Agreement (United States) dated as of the date hereof by and between Grantor and **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent (the "US Grantee") under the Credit Agreement described thereunder (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "US Credit Agreement"), to secure the Obligations (as defined in the US Credit Agreement), such Liens and Security Interests shall be *pari passu*.

[Signature Page Follows]

Trademark Security Agreement- (Canadian Agent)

TRADEMARK
REEL: 003017 FRAME: 0558

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the late first written above.

NORWESCO, INC., a Minnesota corporation

By: 
Name: Paul F. Klaus
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL CANADA, INC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

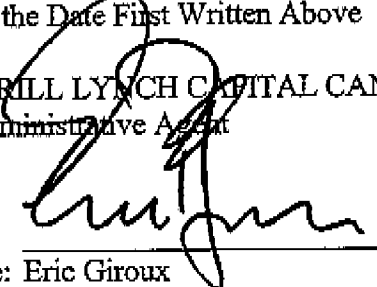
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NORWESCO, INC., a Minnesota corporation

By: _____
Name: Paul F. Klaus
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL CANADA, INC.,
as Administrative Agent

By: 
Name: Eric Giroux
Title: Director VICE PRESIDENT

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