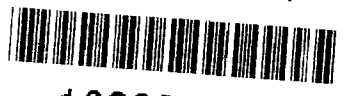


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102809599

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

1. Name of conveying party(ies): Unicel Architectural Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: GE Canada Equipment Financing G.P. Internal Address: Street Address: 11 King Street West, Suite 1500 City: Toronto State: ON Zip: M5H 4C7 Individual(s) citizenship Association General Partnership Canada Limited Partnership Corporation-State Other 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 6/23/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,386,802 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Darlene R. Davis, Esq. Internal Address: Ober, Kaler, Grimes & Shriver Street Address: 120 E. Baltimore Street City: Baltimore State: MD Zip: 21202-1643

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40 Enclosed Authorized to be charged to deposit account: 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Darlene R. Davis Name of Person Signing Signature Date 8/2/04 Total number of pages including cover sheet, attachments, and document: 10

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

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TRADEMARK REEL: 003022 FRAME: 0715

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated June 23, 2004, is given by UNICEL ARCHITECTURAL INC., a Canadian company ("Debtor"), in favor of GE CANADA EQUIPMENT FINANCING G.P., a general partnership having a place of business at 11 King Street West, Suite 1500, Toronto, Ontario, M5H 4C7 ("Secured Party").

BACKGROUND

Pursuant to a Credit and Guarantee Agreement dated as of June 23, 2004 among Debtor, 3087757 Nova Scotia Limited, LaFlamme Portes et Fenêtres Inc. and Solarcan Portes et Fenêtres Inc., as borrowers, the other Persons named therein as Credit Parties, Secured Party, as Administrative Agent, Collateral Agent and a Lender, Bank of Montreal, as Co-Administrative Agent and a Lender, and each other Lender signatory thereto from time to time (including all annexes, exhibits and schedules thereto, and as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Credit Agreement"), Secured Party agreed to make available to Debtor certain funds hereinafter called the "Credit Facility". The Secured Party and Debtor have also entered into a Deed of Hypothec of even date herewith, wherein Debtor granted to the Secured Party a first priority security interest in items of Debtor's property. As inducement to Secured Party to enter into the Credit Agreement and make the Credit Facility available to Debtor, Debtor agreed to, among other things, pledge to Secured Party and grant Secured Party a continuing, first priority security interest in and lien on all trademark applications and trademarks of Debtor.

As used herein, the term "Loan Documents" means collectively the Credit Agreement, and all notes, guarantees, mortgages, security agreements, deeds of hypothec, debentures, and other documents previously, simultaneously or hereafter executed and delivered by Debtor or any party or parties in favor of Secured Party to secure or guarantee, or in connection with, the Credit Facility. All other capitalized terms used herein without definition shall have the meanings ascribed to them in the Deed of Hypothec.

AGREEMENTS

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Grant of Security Interest. To secure the complete and timely payment and performance of all of its payment and other obligations under the Credit Agreement and the other Loan Documents (collectively, the "Obligations"), Debtor, to the extent of its interest therein, hereby grants, assigns, conveys and pledges to Secured Party a continuing, first priority security interest in and to all trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames owned, held or claimed by Debtor, all of which are listed in Schedule A hereto (as the same may be amended from time to time pursuant hereto), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and

proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by them corresponding thereto throughout the world (all of the foregoing being collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Warranties and Representations. Debtor hereby covenants with, and warrants to, Secured Party that: (a) Debtor is the sole and exclusive owner of each of the Marks and all rights therein, free and clear of any liens, pledges, assignments or other encumbrances and (b) Debtor has the unqualified right to enter into this Agreement and perform its terms. Debtor shall, in any event, indemnify and hold Secured Party harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Secured Party as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademarks held by third parties.

3. Negative Covenants. Without the Secured Party's prior written consent, which the Secured Party in its sole discretion may or may not give, the Debtor covenants that it shall not license, transfer, convey or encumber any interest in or to the Marks (other than as recognized herein) or take any action, or permit any action to be taken, or fail to take any action which individually or in the aggregate would affect the validity or enforceability of the Marks or of the security interest of the Secured Party therein or which would otherwise violate any provision of any Loan Document.

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, Debtor shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of Paragraph 1 shall automatically apply thereto and Debtor shall give Secured Party prompt written notice thereof and execute addenda as required in Paragraph 5 below.

5. Execute Addenda. Promptly upon the filing of any additional applications for registration of the Marks (other than an application made solely for state trademark registration) and upon the issuance of any trademark registration, it shall, unless the Secured Party agrees otherwise in writing:

- (i) execute an addendum to this Agreement, which addendum shall identify such trademark application or each trademark registration as necessary to perfect a security interest in the Mark;
- (ii) with respect to United States trademark applications or trademark registrations, cause such addendum to be recorded in the United States Patent and Trademark Office; and
- (iii) upon request by the Secured Party, cause such addendum to be recorded with the trademark registration office of any state in the United States in which the Secured Party determines, in its sole discretion, that filing is necessary to perfect the Secured Party's security interest in the Mark subject to such addendum.

6. Default. The term “Event of Default”, as used herein, shall mean: (a) any Event of Default under the Deed of Hypothec or a default under any of the other Loan Documents; and (b) any violation by Debtor of any obligation, agreement, representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within twenty (20) calendar days after notice thereof to Debtor.

7. Debtor’s Right to Use Marks. Unless and until an Event of Default shall occur and be continuing, Debtor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof without the prior written consent of Secured Party; provided, however, that nothing herein contained shall prohibit Debtor from failing to renew or otherwise abandoning any item included within the Marks if, in Debtor’s good faith judgment, the retention of such item is not material to the proper conduct of its business; provided, however, that Debtor shall give Secured Party ten (10) days’ prior written notice of its intention to abandon or of its failure to renew any item included within the Marks.

8. Secured Party’s Rights As Secured Party. If an Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given to it by this Agreement, the Credit Agreement and the other Loan Documents, those 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 Marks may be located or used and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon the whole or any part, of the Marks, the goodwill and equipment associated therewith, or any interest which Debtor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers’ fees and legal services), shall apply the balance of such proceeds towards payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Debtor at least ten (10) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Debtor, which right Debtor hereby waives and releases.

9. Power of Attorney. If an Event of Default shall have occurred and be continuing, Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select in its exclusive discretion, as Debtor’s true and lawful attorney-in-fact, with the power (a) to endorse Debtor’s name on all applications, documents, papers and instruments necessary for Secured Party to use the Marks, or (b) to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or (c) necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of such power of attorney. This power of attorney shall be irrevocable for the life of this Agreement and be coupled with an interest.

10. Termination. At such time as Debtor shall completely satisfy all of the Obligations and all other liabilities of Debtor to Secured Party under the Credit Agreement and the other Loan Documents, Secured Party shall execute and deliver to Debtor, at Debtor's sole cost and expense, all deeds, assignments and other instruments as may be necessary or proper to terminate the liens and security interests granted hereby and to re-vest in Debtor the full unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by Secured Party in accordance with the provisions hereof.

11. Fees and Expenses of Secured Party. If an Event of Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and expenses, incurred by Secured Party in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by Debtor on demand by Secured Party, and until so paid shall be added to the principal amount of the Obligation and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Protection of Marks.

(a) Subject only to the first proviso in Section 7 hereof, Debtor shall take all actions reasonably necessary to protect and defend the Marks to the extent that the Borrower determines that such Marks have value to the business of the Borrower and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. Secured Party shall, upon the reasonable request of Debtor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in connection therewith.

(b) If an Event of Default shall have occurred and be continuing, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Marks, in which event Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement, and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Paragraph 12.

13. No Waiver. No course of dealing between Debtor and Secured Party nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement or the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

14. Severability. 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 thereof, 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.

15. Use of Marks. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other collateral provided to Secured Party pursuant to the Credit Agreement and the other Loan Documents, will permit Secured Party, upon the happening and during the continuation of an Event of Default as provided herein or an Event of Default as provided in the Credit Agreement or the other Loan Documents, to make use of all rights to the Marks and the goodwill associated therewith.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Paragraph 4 hereof.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

19. JUDICIAL PROCEEDINGS. EACH PARTY TO THIS AGREEMENT AGREES THAT ANY SUIT, ACTION, OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY ANY PARTY HERETO OR ANY SUCCESSOR OR ASSIGN OF ANY PARTY, ON OR WITH RESPECT TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, DEBTOR WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. DEBTOR ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT SECURED PARTY WOULD NOT EXTEND CREDIT TO DEBTOR IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.

20. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

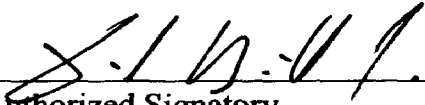
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

UNICEL ARCHITECTURAL INC.

By: _____ c/s
Name:
Title:

GE CANADA EQUIPMENT FINANCING G.P.

By: 
Duly Authorized Signatory

UNICEL TRADEMARK SECURITY AGREEMENT

SCHEDULE A
TO THE
TRADEMARK SECURITY AGREEMENT
DATED JUNE 23, 2004

IN FAVOR OF
GE CANADA EQUIPMENT FINANCING G.P.

LIST OF TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

1. Federal Registered Trademarks.

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Service</u>
Vision Control	Reg. 1386802	March 18, 1986	<p>Marque de commerce “Sealed multiple glass sheet glazing units with light-controlling louvers pivoted in the space between two of the glass sheets and orientable from the outside of the units”</p> <p>Cédée par 3916723 Canada Inc. à Unicel Architectural Inc. le 28 juillet 2003</p>

2. Federal Trademark Applications.

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
None		

3. Abandoned, Cancelled and Expired Federal Trademarks.

<u>Mark</u>	<u>Registration Number</u>	<u>Abandonment, Cancellation or Expiration Date</u>
None		