

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

80034 963

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

1. Name of conveying party(ies):  
Minacs Worldwide Inc.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other Ontario Corporation

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

2. Name and address of receiving party(ies)  
Name: GE CANADA FINANCE HOLDING COMPANY as agent  
Internal Address: Suite 1500  
Street Address: 11 King Street West  
City: Toronto State: Ontario Zip: M5H 4C7

Individual(s) citizenship  
 Association  
 General Partnership  
 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: February 11, 2005

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

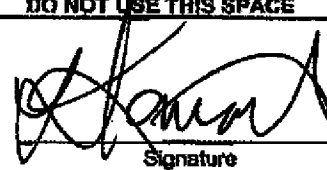
5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Laura Konrath  
Internal Address: Winston & Strawn LLP  
33rd Floor  
Street Address: 35 W. Wacker Dr.  
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) ..... \$ 140  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
232428

**DO NOT USE THIS SPACE**

9. Signature:  
Laura Konrath  
Name of Person Signing  Signature 2/17/05 Date

Total number of pages (including cover sheet, attachments, and document)

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

CH \$140.00 232428 76573178

Continuation  
Item 4

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**UNITED STATES**  
**REGISTERED TRADE MARKS**

TRADE MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE
(MINACS) WORLDWIDE	2,745,505	August 5, 2003	August 5, 2013
MINACS	2,661,062	December 17, 2002	December 17, 2012
MINACS PROCOM INC.	2,554,444	April 2, 2002	April 2, 2012
Stacked Boxes Design	2,263,959	July 27, 1999	July 27, 2009

**PENDING APPLICATIONS**

TRADE MARK	FILE NUMBER	FILING DATE	STATUS
TIQ TOQ	76/573178	January 26, 2004	pending

5

**EXECUTION COPY****TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2005, by MINACS WORLDWIDE INC., an Ontario corporation ("Grantor"), in favor of GE CANADA FINANCE HOLDING COMPANY, in its capacity as Agent for Lenders.

**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;

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;

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- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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.

MINACS WORLDWIDE INC.

By: Glen Chow  
Name: Glen Chow, treasurer  
Title: \_\_\_\_\_

By: [Signature]  
Name: GERRY McDONALD  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY

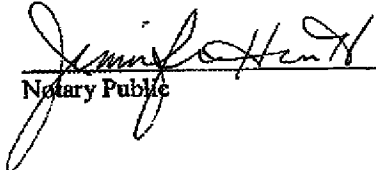
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Trademark Security Agreement]

**ACKNOWLEDGMENT OF GRANTOR**

CITY OF TORONTO        )  
                                  )  
PROVINCE OF ONTARIO    )        ss.

On this # day of February, 2005, Gerry McDonald and Glen Chow before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **MINACS WORLDWIDE INC.**, who being by me duly sworn did depose and say that each 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 each acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{seal}

[Notary - Trademark Security Agreement]

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.

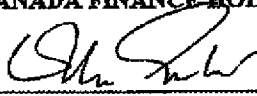
**MINACS WORLDWIDE INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**GE CANADA FINANCE HOLDING COMPANY**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Trademark Security Agreement]

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