

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	04/14/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Western Inventory Service LTD.		04/14/2005	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	76498110	WISARD

**CORRESPONDENCE DATA**

Fax Number: (404)572-5149  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-572-2611  
 Email: vfitzpatrick@kslaw.com  
 Correspondent Name: King & Spalding LLP  
 Address Line 1: 191 Peachtree Street  
 Address Line 2: c/o Vandy F. Fitzpatrick  
 Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/s/ Vandy F. Fitzpatrick
Date:	04/18/2005

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**Total Attachments: 5**

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**THIS US TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE INTERCREDITOR AGREEMENT DATED AS OF APRIL 14, 2005 AMONG THE PARTIES HERETO, GENERAL ELECTRIC CAPITAL CORPORATION, AS US AGENT FOR US LENDERS UNDER THE FIRST LIEN CREDIT AGREEMENT, AND THE BANK OF NOVA SCOTIA, AS CANADIAN AGENT FOR CANADIAN LENDERS UNDER THE FIRST LIEN CREDIT AGREEMENT, AS SET FORTH IN SECTION 4 HEREOF.**

**US TRADEMARK SECURITY AGREEMENT**

US TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2005, by WESTERN INVENTORY SERVICE LTD., an Ontario corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

**WITNESSETH:**

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the other 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 for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Agent and Lenders, that certain Canadian 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 "Canadian Security Agreement");

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

(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. CANADIAN SECURITY AGREEMENT. The security interests granted pursuant to this US Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of Agent and Lenders, pursuant to the Canadian 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 Canadian Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENT. The security interest of Agent in favor of Lenders granted hereunder and the rights of such parties in respect thereof shall be subject to and entitled to the benefits of the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern. Prior to the First Lien Termination Date, in the event that any obligation of Grantor hereunder conflicts with an obligation of Grantor under the US Trademark Security Agreement (as such term is defined in the First Lien Credit Agreement), Grantor will first comply with its obligation under the US Trademark Security Agreement (as such term is defined in the First Lien Credit Agreement), and then, to the extent possible, comply with its obligations hereunder and any failure to so comply hereunder, due to compliance with the US Trademark Security Agreement (as such term is defined in the First Lien Credit Agreement) shall not be a Default or Event of Default hereunder.

*[signature page follows]*





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

WISARD – Appl'n No. 76498110