

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Inventory Service LTD.		04/14/2005	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia, as Canadian Agent		
Street Address:	40 King Street West		
Internal Address:	Scotia Plaza, 62nd Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	MFW 2X6		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76498110	WISARD	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5149		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$40.00 76498110

Total Attachments: 5

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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 THE BANK OF NOVA SCOTIA, a Canadian chartered bank, in its capacity as Canadian Agent for Agents and Lenders (as defined in the Canadian Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Canadian Agent, General Electric Capital Corporation, as US 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, 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 Canadian Agent, for the benefit of Agents 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 Canadian Agent, for the benefit of Agents and Lenders (as defined in the Canadian Security Agreement), 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 Canadian Agent, on behalf of Agents and Lenders (as defined in the Canadian Security Agreement), 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 Canadian Agent, on behalf of Agents and Lenders (as defined in the Canadian Security Agreement), pursuant to the Canadian Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Canadian 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.

[signature page follows]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

WISARD -- Appl'n No. 76498110