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

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

TRADEMARK REEL: 003068 FRAME: 0215

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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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> 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. <u>CANADIAN SECURITY AGREEMENT</u>. 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]

IN WITNESS WHEREOF, Grantor has caused this US Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth

above. WESTERN INVENTORY SERVICE LTD. Title: CFO ACCEPTED AND ACKNOWLEDGED BY: THE BANK OF NOVA SCOTIA, as Canadian Agent By:______Name:_____ Title: By:_____ Name: Title: ACKNOWLEDGMENT OF GRANTOR STATE OF **COUNTY OF** On this 12 day of April, 2005 before me personally appeared frey Graham, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Western Inventory Service Ltd., who being by me duly sworn did depose and say that he 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 he acknowledged said instrument to be the free act and deed of said corporation. Notary Public

{seal}

[Signature Page to US Trademark Security Agreement]

TRADEMARK

REEL: 003068 FRAME: 0219

IN WITNESS WHEREOF, Grantor has caused this US Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTERN INVENTORY SERVICE LTD.

Ву:
Name:
Title:
ACCEPTED AND ACKNOWLEDGED BY:
THE BANK OF NOVA SCOTIA, as Canadian Agent
By: Name: BLOCKIE Title: CISAGRING DIRECTOR
By: J. Daure Name: Jamie Davis Title: Associate
ACKNOWLEDGMENT OF GRANTOR
STATE OF
On this day of April, 2005 before me personally appeared proved to me on the basis of satisfactory evidence to be the person whexecuted the foregoing instrument on hebalf of Western Inventory Service Ltd., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Director and that he acknowledged said instrument to be the free act and deed of said corporation.
Notary Public
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[Signature Page to US Tradomark Socurity Agreement]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS

WISARD - Appl'n No. 76498110

RECORDED: 04/18/2005