# CH \$40.00 500573 0847272

# DRINKER BIDDLE & REATH LLP

1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209 (202) 842-8800

1. NAME OF CONVEYING PARTY:	2. NAME AND ADDRESS OF RECEIVING PARTY:		
KIK CUSTOM PRODUCTS, INC. A Texas corporation	THE CANADA TRUST COMPANY A Canadian financial institution 79 Wellington Street West, 8 <sup>th</sup> Floor Toronto, Ontario Canada M5K 1A2		
3. NATURE OF CONVEYANCE:	2A. ASSIGNEE A FOREIGN ENTITY:		
_ Assignment _ Merger and Change of Name X Security Interest _ Change of Name _ Release of Security Interest	Yes: X No:  2B. DOMESTIC REPRESENTATIVE DESIGNATED:  Yes: No: X		
3A. EXECUTION DATE: May 17, 2005 3B. EFFECTIVE DATE: May 17, 2005			
4A. TRADEMARK APPLICATION NOS.:	4B. TRADEMARK REGISTRATION NO(S).:		
	Reg. No. 847,272 – HOT-AIR		
Additional numbers attached? NO	Additional numbers attached? NO		
Mary Pat A. Weyback Drinker Biddle & Reath LLP			
1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209			
6. TOTAL NUMBER OF TITLES: 1	9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.		
7. TOTAL FEE: \$40.00  8. CHARGE FEES TO: DEPOSIT  ACCOUNT NO. 50-0573	Mary Pat A. Weyback Date: June 29, 2005		
Our Ref: 31905.315	Page 1 of 7		

FILED BY FACSIMILE: 703-306-5995

June 29, 2005

Junie 25, 2003

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### GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 17, 2005 is made by KIK Custom Products, Inc. (f/k/a CCL Custom Manufacturing, Inc.), a Texas corporation (the "Grantor"), in favour of THE CANADA TRUST COMPANY, as agent (in such capacity, the "Noteholder Agent") for the purchasers (together with their successors and assigns, the "Noteholders") listed on Schedule A to the separate and several Note Purchase Agreements, each dated as of November 19, 2003 (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Note Agreements"), among KIK Holdco Company, a Nova Scotia unlimited liability company (the "Company"), the other entities listed on the signature pages as guarantors thereto and the Noteholders.

### WITNESSETH:

WHEREAS, pursuant to the Note Agreements, the Company has issued and sold to the Noteholders \$67,000,000 aggregate principal amount of its 5.13% Senior Secured Guaranteed Notes, Series A, due November 20, 2008 upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Note Agreements, the Grantor and certain other related entities have executed and delivered a Security Agreement, dated November 19, 2003 in favour of the Noteholder Agent for the ratable benefit of the Noteholders (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Noteholder Agent, for the ratable benefit of the Noteholders, a security interest in, among other things, all Intellectual Property now owned or at any time hereafter acquired by Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

The foregoing recitals are statements of fact made by the Grantor and not by the Noteholder Agent.

Now, Therefore, in consideration of the premises and other good and valuable consideration (the receipt and adequacy of which are acknowledged), the Grantor hereby agrees with the Noteholder Agent, for the ratable benefit of the Noteholders, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Note Agreements or the Security Agreement.

Trademark 1578913

- Section 2. Grant of Security Interest. The Grantor hereby grants a security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Noteholder Agent for the ratable benefit of the Noteholders to secure payment, performance and observance of the Obligations.
- Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Noteholder Agent, for the ratable benefit of the Noteholders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall be controlling. The Security Agreement (and all rights and remedies of the Noteholder Agent and the Noteholders thereunder) shall remain in full force and effect in accordance with its terms.
- Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Notcholder Agent and the Notcholders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Note Agreements and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
- Section 6. Amendments. No amendment to or waiver of any provision of this Agreement nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Noteholder Agent, at the direction of the Required Noteholders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the State of New York (without regard to principles of conflicts of law) in which state it shall performed by the Grantor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KIK CUSTOM PRODUCTS, INC. (F/K/A CCL CUSTOM MANUFACTURING, INC.)

By:

THE CANADA TRUST COMPANY, as Noteholder Agent for the Noteholders

By:

Name: Title:

KATHRYN T. THORPE

By:

Name:

Sign

**REEL: 003145 FRAME: 0995** 

STATE OF DATE O	)
	) SS
COUNTY OF	)
that she/he is the (reside) executed the foregoing instrument	
authority green by the pound of t	success of seem corporation, and that sho he action loages save

instrument to be the free act and deed of said corporation.

Notary Public

(PLACE STAMP AND SEAL ABOVE)

PROVINCE OF	- Ontario	
CITY COUNTY OF	71	
COUNTY OF _	(pronto	

On the day of May, 2005, before me personally came athrem there, and who are personally known to me to be the Authorital limited and who are personally known to me to be the Authorital limited and who, being duly sworn, did depose and say that she/he is the Authorital limited and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

(PLACE STAMP AND SEAL ABOVE)

# SCHEDULE $\mathbf{A}$

## U.S. TRADEMARKS REGISTRATIONS AND APPLICATIONS

Owner	Trade-mark	Registration Details	/Wares	Speculity Interest
CINTEED STATES				
CCL Custom	HOT-AIR	Regn. No. 847,272	engine starting	
Manufacturing, Inc.		Regn. Date: Apr. 9, 1968	vapor spray which	
(name being			also functions as an	
changed on May 17,			upper engine	
2005 to "KIK			lubricant, anti-	.
Custom Products,			corrosive agent, and	<b>i</b>
Inc.")			detonation inhibitor	

CHICAGO/#1367235.1

**TRADEMARK REEL: 003145 FRAME: 0998** 

**RECORDED: 06/29/2005**