

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norwesco, Inc.		09/02/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital Canada, Inc.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1828032	NW	
Registration Number:	1828033	NORWESCO	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	09/13/2005		

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Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings

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

1. Name of conveying party(ies):

Norwesco, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State MN

Other _____

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

2. Name and address of receiving party(ies)

Merrill Lynch Capital Canada, Inc.

Internal Address: _____

Street Address : 222 North LaSalle Street

City: Chicago State: IL Zip: 60601

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation State DE

Other _____

If assignee is not domiciled in the United States, a 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: September 2, 2005

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration
1828032 and 1828033

Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Terese M. Scholl

Internal Address: Katten, Muchin Rosenman LLP

Street Address: 525 West Monroe, Suite 1900

City: Chicago State IL ZIP 60661

6. Total number of applications and registrations

2

7. Total fee (37 CFR 3.41)..... \$ 65.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Terese M. Scholl

Name of Person

Signature

September 6, 2005

Date

Total number of pages including cover sheet, attachments, and

7

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

SCHEDULE 1

TRADEMARKS

NORWESCO – United States Registration, Reg. No. 1,828,033

NORWESCO – Canada Registration, Reg. No. 439,880

NORWESCO – Mexico Registration, Reg. No. 463471

Miscellaneous Design (NW Logo) – United States Registration, Reg. No. 1,828,032

Miscellaneous Design (NW Logo) – Canada Registration, Reg. No. 439,881

Miscellaneous Design (NW Logo) – Mexico Registration, Reg. No. 461064

**TRADEMARK SECURITY AGREEMENT
(CANADA)**

THIS TRADEMARK SECURITY AGREEMENT (Canada) (the "Agreement") made as of this 2nd day of September, 2005 by Norwesco, Inc., a Minnesota corporation ("Grantor") in favor of Merrill Lynch Capital Canada, Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement defined below ("Canadian Grantee"):

W I T N E S S E T H

WHEREAS, Norwesco Canada Ltd., a Canadian corporation ("Canadian Borrower"), Canadian Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Canadian Borrower by Lenders;

WHEREAS, Grantor has entered into that certain Guaranty (Holdings and U.S. Borrower of Canadian Obligations) of even date hereof (as the same may be amended, restated, supplemented or otherwise modified, the "Guaranty") in favor of Canadian Grantee pursuant to which Grantor has agreed to guaranty the Obligations (as such term is defined in the Credit Agreement) of the Canadian Borrower arising under the Credit Agreement; and

WHEREAS, pursuant to the terms of a certain Security Agreement (U.S. Borrower for Canadian Obligations) of even date herewith between Grantor and Canadian Grantee (as the same may be amended or otherwise modified from time to time, the "Canadian Security Agreement"), Grantor has granted to Canadian Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Canadian Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Canadian Security Agreement. The Credit Agreement and Canadian Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Canadian Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Canadian Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Canadian Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively

Trademark Security Agreement (Canadian)

referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. General Terms and Conditions. Notwithstanding the order of creation and perfection of the Liens and Security Interests granted by Grantor (i) to the Canadian Grantee hereunder to secure the Obligations and (ii) to the US Grantee (as defined below) under that certain Trademark Security Agreement (United States) dated as of the date hereof by and between Grantor and **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent (the "**US Grantee**") under the Credit Agreement described thereunder (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "**US Credit Agreement**"), to secure the Obligations (as defined in the US Credit Agreement), such Liens and Security Interests shall be *pari passu*.


[Signature Page Follows]

Trademark Security Agreement- (Canadian Agent)

TRADEMARK
REEL: 003158 FRAME: 0528

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NORWESCO, INC., a Minnesota corporation

By: 
Name: Paul F. Klaus
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL CANADA, INC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

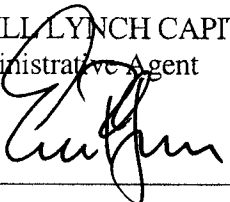
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NORWESCO, INC., a Minnesota corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL CANADA, INC.,
as Administrative Agent

By:  _____
Name: **ERIC GIROUX** _____
Title: **VICE PRESIDENT** _____
MERRILL LYNCH CAPITAL CANADA INC.

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(Trademark Security Agreement – Canada)