

10-11-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103031195

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10-11-01

1. Name of conveying party(ies):

Canadian General-Tower Limited

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Corporation - Province of Ontario

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Northcastle Loan LP
 Internal
 Address: BCE Place, Suite 3210
 Street Address: 181 Bay Street
 City: Toronto
 State: Ontario
 Country: Canada Zip: M5J 2T3

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Ontario, Canada
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/310950

B. Trademark Registration No.(s)
1734826, 1181240

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christina McClure
 Internal Address: c/o Latham & Watkins
 Street Address: 233 South Wacker Drive
Suite 5800
 City: Chicago
 State: Illinois Zip: 60606-6401
 Phone Number: (312) 876-6557
 Fax Number: (312) 993-9767
 Email Address: christina.mcclure@lw.com

6. Total number of applications and registrations involved:

three

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:

Signature _____
Christina McClure
 Title of Person Signing _____

10/06/2005

Date

Total number of pages including cover sheet, attachments, and document: 5

10/12/2005 BYRNE 00000079 78310950

01 FC:8521
02 FC:8522
03 FC:8523

Document recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2005, by CANADIAN GENERAL – TOWER LIMITED, a limited corporation organized under the laws of the Province of Ontario (“Grantor”), in favor of NORTHCASTLE LOAN LP, an Ontario limited partnership, in its capacity as Administrative Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Administrative 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 Credit Facilities (as defined in the Credit Agreement) and certain other financial accommodations to Grantor;

WHEREAS, Administrative Agent and 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 Administrative Agent, for itself and the ratable benefit of Lenders, that certain General 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 “US Security Agreement”);

WHEREAS, pursuant to the US Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, this 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 the US Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing 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

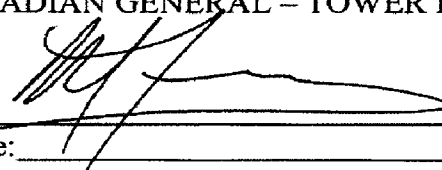
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the US Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CANADIAN GENERAL – TOWER LIMITED

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

NORTHCASTLE LOAN LP,
by its General Partner,
Northcastle Loan General Partner Inc.,
as Administrative Agent

By: 
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

[Grantor to confirm]

TRADEMARK REGISTRATIONS

Mark: GEOLINER
Registration No.: 1734826
Registered: November 24, 1992
Mark: TOWER
Registration No.: 1181240
Registered: December 8, 1981

TRADEMARK APPLICATIONS

Mark: TOWER INFINITY
Serial No.: 78310950
Filed: October 8, 2003

TRADEMARK LICENSES

License Agreement between Idemitsu Technofine Company Ltd. (as licensor) and Canadian General-Tower Limited dated October 1, 2001

License Agreement between GISLAVED (as licensor) and Canadian General-Tower Limited dated April 15, 2003