



## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2006, by IZON Industries Ltd., a corporation incorporated under the laws of the Province of Ontario ("IZON"), Wentworth Mold Inc. Electra Form Industries Division Precision Mold Division, a Delaware corporation ("Wentworth Inc.") and Wentworth Technologies Company Limited, a corporation formed by amalgamation under the laws of the Province of Ontario ("Wentworth Limited", and together with IZON and Wentworth Inc., the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, the Persons named therein as Credit Parties, GE Canada Finance Holding Company, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and 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 Canadian Borrower and US Borrower and guaranteed by Grantors;

WHEREAS, Agent and 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 Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain 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 "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to 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, each 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. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such 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 any 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 Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

IZON INDUSTRIES LTD.

By: Jeffrey Barclay  
Jeffrey Barclay, Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT OF GRANTOR

PROVINCE OF ONTARIO

REGIONAL MUNICIPALITY )

ss.

OF HALTON )

On this 28th day of February, 2006 before me personally appeared Jeffrey Barclay, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IZON INDUSTRIES 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.

Brian D. B. Heagle

{seal}

BRIAN D. B. HEAGLE, a Notary Public for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Burlington, in the Regional Municipality of Halton, in said Province



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.

WENTWORTH MOLD INC. ELECTRA FORM INDUSTRIES DIVISION PRECISION MOLD DIVISION

By: Jeffrey Barclay, Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT OF GRANTOR

PROVINCE OF ONTARIO

REGIONAL MUNICIPALITY )

ss.

OF HALTON )

On this 28<sup>th</sup> day of February, 2006 before me personally appeared Jeffrey Barclay, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WENTWORTH MOLD INC. ELECTRA FORM INDUSTRIES DIVISION PRECISION MOLD DIVISION, 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.

Brian D. B. Heagle

BRIAN D. B. HEAGLE, a Notary Public for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Burlington, in the Regional Municipality of Halton, in said Province


{seal}

[Signature Page to Wentworth Mold Inc. Trademark Security ~~TRADEMARK~~



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.

WENTWORTH TECHNOLOGIES  
COMPANY LIMITED

By:   
Jeffrey Barclay  
*I have authority to bind the Corporation*

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT OF GRANTOR

PROVINCE OF ONTARIO

REGIONAL MUNICIPALITY )  
  )     ss.  
OF HALTON                            )

On this 28th day of February, 2006 before me personally appeared Jeffrey Barclay, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WENTWORTH TECHNOLOGIES COMPANY LIMITED, 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.

  
\_\_\_\_\_

{seal}

BRIAN D. B. HEAGLE, a Notary Public for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Burlington, in the Regional Municipality of Halton, in said Province





**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**(United States)**  
**TRADEMARKS**

<u>Registered Owner</u>	<u>Actual Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Izon Industries Inc.	Izon Industries Ltd.	"The User Friendly Mold"	1,805,776
Izon Industries Inc.	Izon Industries Ltd.	"Tip Clip"	2,803,982
Wentworth Mold Inc. Electra Form Industries Division Precision Mold Division	Wentworth Mold Inc. Electra Form Industries Division Precision Mold Division	"EFI" (Stylized)	1,626,701
Wentworth Technologies, Inc.	Wentworth Technologies Company Limited	"Fast to Market"	2,623,242
Wentworth Technologies, Inc.	Wentworth Technologies Company Limited	"FTM"	2,629,069