

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wentworth Technologies Company Limited		02/28/2006	CORPORATION: CANADA
Izon Industries Ltd		02/28/2006	CORPORATION: CANADA
Wentworth Mold Inc. Electra Form Industries Division Precision Mold Division		02/28/2006	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Northcastle Loan LP, as Agent
Street Address:	181 Bay Street
Internal Address:	BCE Place, Suite 3210
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5J 2T3
Entity Type:	LIMITED PARTNERSHIP: CANADA

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1805776	THE USER FRIENDLY MOLD
Registration Number:	2803982	TIP CLIP
Registration Number:	1626701	EFI
Registration Number:	2623242	FAST TO MARKET
Registration Number:	2629069	FTM

## CORRESPONDENCE DATA

Fax Number: (617)951-8736

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617-951-8000

Email: jennifer.kagan@bingham.com

TRADEMARK

REEL: 003419 FRAME: 0774

900061567

OP \$140.00 1805776

Correspondent Name: Jennifer Kagan  
Address Line 1: Bingham McCutchen LLP  
Address Line 2: 150 Federal Street  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	3002900/0000317410
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NAME OF SUBMITTER:	Jennifer Kagan
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Signature:	/jenniferkagan/
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Date:	11/01/2006
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Total Attachments: 7  
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**EXECUTION COPY**

**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of February 28, 2006 (this "Agreement"), by **WENTWORTH TECHNOLOGIES COMPANY LIMITED**, an Ontario corporation, **IZON INDUSTRIES LTD**, an Ontario corporation (collectively, the "Canadian Pledgors"), and **WENTWORTH MOLD INC. ELECTRA FORM INDUSTRIES DIVISION PRECISION MOLD DIVISION**, a Delaware corporation (the "U.S. Pledgor", and together with the Canadian Pledgors, the "Pledgors") in favor of **NORTHCASTLE LOAN LP**, as agent for certain financial institutions (the "Lenders") (in such capacity, together with its successors and assigns in such capacity, the "Agent") pursuant to the Credit Agreement of even date herewith (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, referred to as the "Credit Agreement").

**WITNESSETH:**

WHEREAS, each Canadian Pledgor is party to the Omnibus Canadian Security Agreement of even date herewith (the "Canadian Security Agreement") and each U.S. Pledgor is party to the Omnibus U.S. Security Agreement of even date herewith (the "U.S. Security Agreement", and together with the Canadian Security Agreement, the "Security Agreements"), each in favor of the Agent pursuant to which each Pledgor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Lenders, to enter into Credit Agreement, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement and used herein have the meaning given to them in the U.S. Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Agent for the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of each Pledgor:

(a) trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of such Pledgor (the "Trademarks") listed on Schedule I attached hereto, together with the goodwill appurtenant thereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreements. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreements and each Canadian Pledgor and U.S. Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Canadian Security Agreement and U.S. Security Agreement, as applicable, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Canadian Security Agreement and/or U.S. Security Agreement, the provisions of the Canadian Security Agreement and U.S. Security Agreement, as applicable, shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Liabilities, the Agent shall execute, acknowledge, and deliver to each Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401))**. Without prejudice to the ability of the Agent to enforce this Agreement in any other proper jurisdiction, each of the Pledgors irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such state. To the extent permitted by applicable law, each of the Pledgors irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such state.

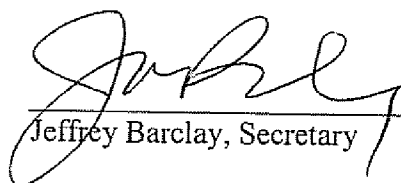
*[Remainder of page intentionally left blank.]*

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

Very truly yours,

**WENTWORTH MOLD INC.  
ELECTRA FORM INDUSTRIES  
DIVISION PRECISION MOLD  
DIVISION**, a Delaware corporation

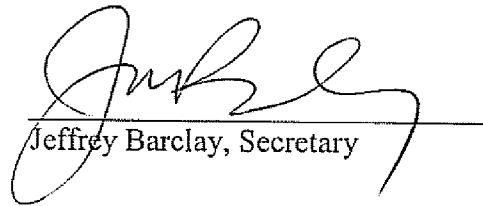
By:

  
Jeffrey Barclay, Secretary

[U.S. Trademark Security Agreement]

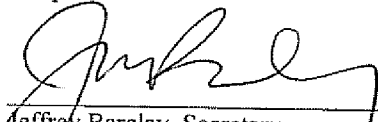
**IZON INDUSTRIES LTD, an**  
Ontario corporation

By:

  
Jeffrey Barclay, Secretary

**WENTWORTH TECHNOLOGIES  
COMPANY LIMITED**, an Ontario  
corporation

By:

  
Jeffrey Barclay, Secretary

*I have authority to bind the Corporation*

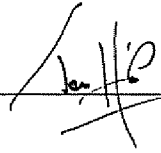
Accepted and Agreed:

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

By: \_\_\_\_\_

Name:

Title:

A handwritten signature in black ink, appearing to be "J. P.", is written over a horizontal line. The signature is stylized with a large initial "J" and a smaller "P".

[U.S. Trademark Security Agreement]



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**(United States)**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b><u>Registered Owner</u></b>	<b><u>Actual Owner</u></b>	<b><u>Mark</u></b>	<b><u>Registration Number</u></b>
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