

11-02-2006

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

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



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10-31-06

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

1. Name of conveying party(ies):

Northcastle Loan LP

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Partnership
- Association
- Limited Partnership

Citizenship (see guidelines) Ontario

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 25, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FCCD Limited, as Administrative Agent

Internal

Address: _____

Street Address: Bracetown Business Park

City: Clonee, County of Meath

State: _____

Country: Ireland

Zip: _____

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Company

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)

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, Paralegal

Internal Address: c/o Latham & Watkins

Street Address: 233 South Wacker Drive, Ste. 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:

two

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- 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:

Christina McClure
Signature

October 30, 2006

Date

Christina McClure, Paralegal

Name of Person Signing

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

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

TRADEMARK ASSIGNMENT OF SECURITY INTEREST

Dated: October 25, 2006

WHEREAS, CANADIAN GENERAL – TOWER LIMITED, a limited corporation organized under the laws of the Province of Ontario (“Grantor”) owns all rights, title and interest to the trademarks listed on Schedule I attached hereto (“Trademarks”);

WHEREAS, pursuant to that Trademark Security Agreement dated as of September 30, 2005 which was filed with the U.S. Patent and Trademark Office on October 11, 2005, at Reel 003173, Frame 0713 (as amended, restated, supplemented or otherwise modified prior to the date hereof, “Trademark Security Agreement”), by Grantor in favor of NORTHCASTLE LOAN LP, an Ontario limited partnership, in its capacity as Administrative Agent (“Administrative Agent”) for the lenders (“Lenders”) party to that certain Credit Agreement dated as of September 30, 2005 (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), among Grantor, the Persons named therein as Credit Parties, Administrative Agent (“Assignor”) and the Persons signatory thereto from time to time as Lenders, Grantor has granted Assignor a first priority security interest, in all of Grantor’s right, title and interest in the Trademarks;

WHEREAS, pursuant to that Assignment and Assumption, dated as of October 25, 2006 by and between Assignor, FCCD Limited (“FCCD”) and FCCO Limited (“FCCO”), the Assignor assigned, and each of FCCD (as to an undivided 80% interest) and FCCO (as to an undivided 20% interest) assumed, all of Assignor’s rights and obligations as Lender under the Credit Agreement, and pursuant to the Resignation and Appointment (the “Appointment”), dated as of October 25, 2006, FCCD was appointed as administrative agent for the Lenders in place of the Assignor; and

WHEREAS, in connection with the Assignment and Assumption and the Appointment, the Assignor has agreed to assign and transfer to FCCD (the “Assignee”), for itself and the ratable benefit of the Lenders, all rights, interest and privileges to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, for itself and the ratable benefit of the Lenders, all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, including, without limitation, all rights to sue at law or in equity for any past, present or future infringement thereof, and to receive all proceeds and damages therefrom, to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment not been made.

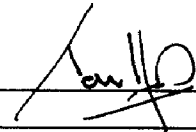
This document may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

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

By: 
Name: _____
Title: _____

ASSIGNEE:

FCCD Limited, as Administrative Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

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

By: _____
Name: _____
Title: _____

ASSIGNEE:

FCCD Limited, as Administrative Agent

By: Ray Hayes
Name: Ray Hayes
Title: MANAGING DIRECTOR

[Signature Page to Trademark Assignment]