

Form PTO-1594 (Rev. 08/08)  
 OMB Collection 0651-0027 (exp. 9/30/2008)

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

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

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):**

AT5 Automation Tooling Systems Inc.

- Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation- State: Canada  
 Other \_\_\_\_\_

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) August 29, 2008

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Bank of Nova Scotia, as Agent

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 44 King Street West, 16th Floor

City: Toronto

State: Ontario

Country: Canada Zip: \_\_\_\_\_

Association      Citizenship \_\_\_\_\_

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship \_\_\_\_\_

Corporation      Citizenship \_\_\_\_\_

Other Bank      Citizenship Canada

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)

B. Trademark Registration No.(s)

Please see attached.

Additional sheet(s) attached?  Yes  No

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

*Please see attached.*

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

Name: Laura Hebert

Internal Address: Carrington, Coleman, Sloman &

Blumenthal, L.L.P.

Street Address: 901 Main Street, Suite 5500

City: Dallas

State: Texas Zip: 75214

Phone Number: (214) 855-3109

Fax Number: (214) 855-1333

Email Address: lhebert@ccsb.com

**6. Total number of applications and registrations involved:**

7 (Seven)

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 280.00**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Laura Hebert  
 Signature

Sept. 23, 2008

Date

Laura Hebert

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 24

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, P.O. Box 1480, Alexandria, VA 22313-1450

**Attachment to Trademark Recordation Form Cover Sheet  
for Security Agreement executed August 29, 2008  
by ATS Automation Tooling Systems Inc.  
to The Bank of Nova Scotia, as Agent**

**2. Designated Domestic Representative of Receiving Party**

Scotia Capital  
711 Louisiana Street, Suite 1400  
Houston, Texas 77002

Attention: Paula Czach

**4.B-C Trademark Registration Numbers and Descriptions**

<b>Registration Number</b>	<b>Description</b>
1,849,784	ATS & DESIGN
2,887,525	FLEXSYS
3,112,526	ROTOFLEX
2,206,896	SUPERBOT
2,206,897	SUPERBOT & DESIGN
2,468,156	SUPERTRAK
2,578,360	TURN 6 LC

**GENERAL SECURITY AGREEMENT  
(ATS AUTOMATION TOOLING SYSTEMS INC.)**

**TO:** THE BANK OF NOVA SCOTIA in its capacity as administrative agent (the "Agent") for and on behalf of and for the benefit of the Secured Parties (as defined below).

**DATED:** As of August 29, 2008.

1. In this Agreement, unless otherwise defined herein, capitalized terms used herein have the meanings defined in the Credit Agreement (as defined below) and, unless something in the subject matter or context is inconsistent therewith:

- (a) "**Corporation**" means ATS Automation Tooling Systems Inc., an Ontario corporation;
- (b) "**Credit Agreement**" means the credit agreement made as of June 12, 2008 between the Corporation, as borrower, certain subsidiaries of the Corporation from time to time party thereto, as guarantors, the lenders from time to time party thereto and the Agent, as amended, supplemented, restated or replaced from time to time;
- (c) "**Event of Default**" means the occurrence of (i) an Event of Default, (ii) the failure of the Corporation to pay when due any of the Obligations; or (iii) any demand for payment validly made by any creditor pursuant to the Secured Agreements which is not met in accordance with the terms of the demand or within any applicable grace period;
- (d) "**Obligations**" means all obligations of the Corporation to the Secured Parties under or in connection with the Secured Agreements, including but not limited to all debts, liabilities and obligations in any currency, present or future, direct or indirect, absolute or contingent, choate or inchoate, matured or not, at any time owing by the Corporation to the Secured Parties or remaining unpaid by the Corporation to the Secured Parties under or in connection with the Secured Agreements, whether arising from dealings between the Secured Parties and the Corporation or from any other dealings or proceedings by which the Secured Parties may be or become in any manner whatever a creditor of the Corporation under or in connection with the Secured Agreements, and wherever incurred, and whether incurred by the Corporation alone or with another or others and whether as principal or surety (including but not limited to debts, liabilities and obligations under or in connection with any guarantee delivered by the Corporation under or in connection with the Secured Agreements), and all interest, commissions, legal and other costs (including legal fees on a substantial indemnity basis), charges and expenses relating thereto or under or in connection with this Agreement;
- (e) "**PPSA**" has the meaning defined in Section 3;

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- (f) **"Secured Agreements"** means the Credit Agreement and all present and future agreements under which Other Secured Obligations arise (as those agreements may be amended, supplemented, restated and replaced from time to time), and any reference to the "Secured Agreements" herein shall be interpreted as referring to "the Secured Agreements or any of them"; and
- (g) **"Secured Parties"** means all persons from time to time defined as a "Lender" or as the "Agent" under the Credit Agreement and the Lenders and the Affiliates of the Lenders under or in connection with the Credit Agreement to whom the Corporation from time to time owes Other Secured Obligations and any reference herein to the "Secured Parties" shall be interpreted as referring to "the Secured Parties or any of them".

2. In this Agreement, unless the contrary intention appears:

- (a) any rights or benefits stated to accrue to the benefit of the Agent shall accrue to the benefit of the Agent for and on behalf of and for the benefit of the Secured Parties;
- (b) the singular includes the plural and vice versa and words importing a gender include all genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a party to this Agreement includes that party's successors and permitted assigns;
- (e) a reference to "this Agreement" includes all Schedules attached hereto as amended, supplemented, restated or replaced from time to time;
- (f) a reference to a document or agreement includes that document or agreement as amended, supplemented, restated or replaced from time to time;
- (g) a reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (h) words implying natural persons include partnerships, bodies corporate, associations, trusts, governments and governmental and local authorities and agencies;
- (i) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

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- (j) a reference to any legislation or statutory instrument or regulation includes all amendments thereto and all replacements and re-enactments thereof; and
- (k) any reference to "\$", "Cdn. \$" or "C\$" refers to lawful money of Canada.

3. For valuable consideration, the Corporation hereby grants, assigns, transfers, sets over, mortgages and charges to the Agent as and by way of a fixed and specific mortgage and charge and grants to the Agent a security interest (such mortgages, charges and security interests are collectively referred to herein as the "**Security Interests**") in all of the present and after acquired undertaking, property and assets (other than consumer goods) of the Corporation including, without limiting the foregoing, all right, title, interest and benefit which the Corporation now has or may hereafter have in all property of the kinds hereinafter described (collectively, the "**Collateral**"):

- (a) all goods comprising the inventory of the Corporation including but not limited to goods held for sale or lease or that have been leased or consigned to or by the Corporation or furnished or to be furnished under a contract of service or that are raw materials, work in process or materials used or consumed in a business or profession or finished goods and timber cut or to be cut, oil, gas, hydrocarbons, and minerals extracted or to be extracted, all livestock and the young and unborn young thereof and all crops;
- (b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property;
- (c) all accounts, including deposit accounts in banks, credit unions, trust companies and similar institutions, debts, demands and choses in action which are now due, owing or accruing due which may hereafter become due, owing or accruing due to the Corporation, all other rights and benefits which now or may hereafter be vested in the Corporation in respect of or as security for any of the said debts, demands, choses in action and claims and all claims of any kind which the Corporation now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
- (d) all chattel paper;
- (e) all money;
- (f) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (g) all instruments, including bills, notes, lien notes, letters of credit, advices of credit and cheques;
- (h) all investment property, including but not limited to shares, stock, warrants, bonds, debentures, debenture stock and other securities (whether evidenced by a security certificate or an uncertificated security) and financial assets,

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security entitlements, securities accounts, futures contracts and futures accounts;

- (i) all intangibles including but not limited to contracts, agreements, clearing house options, permits, licences, consents, approvals, authorizations, orders, judgments, certificates, rulings, insurance policies, agricultural and other quotas, subsidies, franchises, immunities, privileges, and benefits and all goodwill, patents, patent applications, trade marks, trade mark applications, trade names, trade secrets, inventions, processes, copyrights and other industrial or intellectual property, including but not limited to those described in Schedule A attached hereto;
- (j) with respect to the personal property described in paragraphs (a) to (i) inclusive, all books, accounts, invoices, letters, papers, documents, disks, and other records in any form, electronic or otherwise, evidencing or relating thereto; and all contracts, investment property, instruments and other rights and benefits in respect thereof;
- (k) with respect to the personal property described in paragraphs (a) to (j) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
- (l) with respect to the personal property described in paragraphs (a) to (k) inclusive, all proceeds therefrom (other than consumer goods), including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom, and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument or investment property;

provided that, notwithstanding the foregoing or anything else contained herein, the Security Interests shall not extend or apply to any contract, right, license or other property of similar nature of the Corporation (the "**Excluded Collateral**"), if pursuant to the terms of the Excluded Collateral (i) such grant, assignment, transfer, setting over, mortgage or charge requires the consent of the other party thereto or the grantor thereof and such consent has not yet been obtained, and (ii) such Excluded Collateral would automatically terminate if it was part of the Collateral without such consent having been obtained, or would be terminable at the option of the other party thereto or of the grantor thereof, it being agreed that, so long as doing so does not constitute a default thereunder, the Corporation shall stand possessed of such Excluded Collateral and shall hold it in trust, following the occurrence of an Event of Default, to assign the same or dispose of the same to any person as requested by the Agent. In order that the full value of all such Excluded Collateral may be realized for the benefit of the Secured Parties, the Corporation shall at its expense and at the request of the Agent from time to time, request all such consents as may, in the reasonable opinion of the Agent, be necessary or proper in order that all such Excluded Collateral shall enure to the benefit of the Secured Parties and, to the extent

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reasonably possible, become subject to the Security Interests constituted by this Agreement.

In this Agreement, the words "accessions", "account", "account debtor", "certificated security", "chattel paper", "clearing house option", "consumer goods", "control", "crops", "document of title", "equipment", "financial asset", "fixtures", "futures account", "futures contract", "goods", "instrument", "intangible", "inventory", "investment property", "money", "option", "proceeds", "receiver", "security" or "securities", "securities account", "security certificate", "security entitlement" and "uncertificated security" shall have the same meanings as their defined meanings where such words are defined in the *Personal Property Security Act* (Ontario) (the "PPSA").

4. The Security Interests granted under this Agreement secure payment and performance to the Secured Parties of the Obligations.

5. The Corporation hereby agrees that it:

- (a) shall diligently maintain, use and operate the Collateral so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;
- (b) shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (c) shall, upon request by the Agent, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be considered by the Agent to be necessary or desirable to give effect to the intent of this Agreement, or for the collection, disposition, realization or enforcement of the Collateral or the Security Interests, and, upon the occurrence and during the continuance of an Event of Default, the Corporation hereby irrevocably constitutes and appoints any officer of the Agent or its appointee the true and lawful attorney of the Corporation, with full power of substitution, to do any of the foregoing in the name of the Corporation whenever and wherever the Agent may consider it to be necessary or desirable;
- (d) shall, forthwith on demand, deliver to the Agent possession of all "instruments" and "investment property" (as those terms are defined or used in the PPSA), and all letters of credit, advices of credit and negotiable documents of title; and
- (e) shall, forthwith on demand, deliver to the Agent all such security agreements, mortgages and other documents as may be reasonably required to provide the Agent with a fixed and specific mortgage and charge and a security interest in all patents, trademarks and other intellectual property and in all railway rolling stock in which the Corporation now or hereafter holds an interest and to provide the Agent with a fixed and specific mortgage and charge and a security interest in any or all equipment,

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machinery, vehicles and other tangible personal property hereafter acquired by the Corporation.

6. Until the occurrence of an Event of Default that is continuing, the Corporation may use the Collateral in any lawful manner not inconsistent with the provisions of this Agreement or the Secured Agreements. The Agent shall have the right at any time and from time to time to verify the existence and state of the Collateral in the manner provided for in the Credit Agreement.

7. Upon the occurrence and during the continuance of an Event of Default, the Agent may:

- (a) give notice to any or all account debtors of the Corporation and to any or all persons liable to the Corporation under an instrument to make all further payments to the Agent and any payments or other proceeds of the Collateral received by the Corporation from account debtors or from any persons liable to the Corporation under an instrument, after such notice is given by the Agent, shall be held by the Corporation in trust for the Agent and paid over to the Agent upon request;
- (b) take control of all proceeds of the Collateral and may apply any money taken as Collateral to the satisfaction of the Obligations secured hereby; and
- (c) hold as additional security any increase or profits, except money, received from any Collateral in the Agent's possession, and may apply any money received from such Collateral to reduce the Obligations secured hereby and may hold any balance as additional security for such part of the Obligations as may not yet be due, whether absolute or contingent. The Agent will not be obligated to keep any Collateral separate or identifiable. In the case of any instrument, investment property or chattel paper comprising part of the Collateral, the Agent will not be obligated to take any necessary or other steps to preserve rights against other persons.

8. Upon the occurrence and during the continuance of an Event of Default, the Agent may have any Collateral comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock or other investment property registered in its name or in the name of its nominee and shall be entitled but not bound or required to vote in respect of such Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of such Collateral may at any time have; but the Agent shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof.

9. Upon the Corporation's failure to perform any of its duties hereunder, the Agent may, but shall not be obligated to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Corporation shall pay to the Agent, forthwith upon written demand therefor, an amount equal to the reasonable costs, fees and expenses incurred by the Agent in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate of interest applicable to the Obligations (or the

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applicable rates of interest if different rates of interest apply to different parts of the Obligations) as at the date of such demand and shall be payable by the Corporation upon demand and shall constitute and be included in Obligations under this Agreement.

10. Upon the occurrence and during the continuance of an Event of Default, the Agent may proceed to enforce payment of the Obligations and the Agent shall have, in addition to any other rights and remedies provided by Applicable Law, the rights and remedies of a secured party under the PPSA and other applicable legislation together with those remedies provided by this Agreement. The Agent may take possession of the Collateral, enter upon any premises of the Corporation, otherwise enforce this Agreement, enforce its rights under any agreement with any securities intermediary, futures intermediary or issuer of investment property (in the case of uncertificated securities forming part of the Collateral) and enforce any rights of the Corporation in respect of the Collateral by any manner permitted by Applicable Law and may use the Collateral in the manner and to the extent that the Agent may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Corporation to assemble the Collateral and deliver or make the Collateral available to the Agent at a reasonably convenient place designated by the Agent.

11. Where required to do so by the PPSA, the Agent shall give to the Corporation written notice of any intended disposition of the Collateral by serving such notice personally on the Corporation or by mailing such notice by registered mail to the last known post office address of the Corporation or by any other method required or permitted by the PPSA.

12. Upon the occurrence and during the continuance of an Event of Default, the Agent may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral and may remove any receiver so appointed by the Agent and appoint another in its stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by Applicable Law, have all of the rights, benefits and powers of the Agent and the Secured Parties hereunder or under the PPSA or otherwise and without limitation have the power (a) to take possession of the Collateral, (b) to carry on all or any part or parts of the business of the Corporation, (c) to borrow money required for the seizure, retaking, repossession, holding, insurance, repairing, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Collateral or for any other enforcement of this Agreement or for the carrying on of the business of the Corporation on the security of the Collateral in priority to the Security Interests created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine; provided that if any such disposition involves deferred payment the Secured Parties will not be accountable for and the Corporation will not be entitled to be credited with the proceeds of any such disposition until the monies therefor are actually received; and further provided that any such receiver shall be deemed the agent of the Corporation and the Secured Parties shall not be in any way responsible for any misconduct or negligence of any such receiver.

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13. Any proceeds of any disposition of any Collateral may be applied by the Agent to the payment of expenses incurred in connection with enforcing the Security Interests and seizing, repossessing, retaking, holding, repairing, processing, insuring, preserving, preparing for disposition and disposing of the Collateral (including reasonable solicitor's fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Agent towards the payment of the Obligations in such order of application as the Agent may from time to time effect. All such expenses and all amounts borrowed on the security of the Collateral under Section 12 shall bear interest at the rate of interest applicable to the Obligations (or the applicable rates of interest if different rates of interest apply to different parts of the Obligations) as at the date of such demand and shall be added to the Obligations under this Agreement. If the proceeds from the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the expenses incurred by the Agent or any other person in relation to the enforcement hereof, the Corporation shall be liable to pay any deficiency to the Agent on demand.

14. The Corporation agrees that:

- (a) the Secured Parties may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Corporation, debtors of the Corporation, sureties and others and with the Collateral or other security as the Secured Parties may see fit without prejudice to the liability of the Corporation and the rights of the Secured Parties under this Agreement;
- (b) if the Corporation amalgamates with one or more corporations, the Obligations secured by this Agreement and the Security Interests shall continue and shall extend to the present and future undertaking, property and assets of the amalgamated corporation, as if the amalgamated corporation had executed this Agreement as the Corporation;
- (c) this Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Obligations but shall constitute and be a continuing security to the Agent (for an on behalf of and for the benefit of all of the Secured Parties) for a current or running account and shall be in addition to and not in substitution for any other security now or hereafter held by the Secured Parties;
- (d) nothing in this Agreement shall obligate any Secured Party to make any loan or accommodation to the Corporation or extend the time for payment or satisfaction of the Obligations;
- (e) any failure by the Agent to exercise any right, power or remedy in this Agreement shall not constitute a waiver thereof and no single or partial exercise by the Agent of any right, power or remedy shall preclude any other or further exercise thereof or of another right, power or remedy for the enforcement of this Agreement or the payment in full of the Obligations secured by this Agreement;

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- (f) no amendment or waiver of or supplement to any provision of this Agreement shall in any event be effective unless it is in writing and signed by the Agent and the Corporation, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given;
- (g) no waiver or act or omission of the Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach by the Corporation or the rights resulting therefrom;
- (h) all rights of the Secured Parties under this Agreement shall be assignable in accordance with the Credit Agreement and in any action brought by an assignee to enforce such rights, the Corporation shall not assert against the assignee any claim or defence which the Corporation now has or may hereafter have against any Secured Party;
- (i) all rights of the Secured Parties under this Agreement shall enure to the benefit of their respective successors and assigns and all obligations of the Corporation under this Agreement shall bind the Corporation, its successors and permitted assigns;
- (j) this Agreement shall be governed in all respects by the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereby irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario in any suit, action or proceeding relating to this Agreement;
- (k) any notice required or permitted to be given under this Agreement shall be in writing and made and be deemed to have been received in accordance with the provisions of the Credit Agreement;
- (l) the Corporation agrees that value has been given by the Secured Parties and that the Security Interests are intended to attach (a) with respect to the Collateral which are in existence as of the date hereof, upon execution of this Agreement, and (b) with respect to the Collateral which comes into existence after the date hereof, upon the Corporation acquiring any rights therein and in each case the parties do not intend to postpone the attachment of any Security Interest created by this Agreement;
- (m) any provision of this Agreement which is or becomes prohibited or unenforceable in any relevant jurisdiction shall not invalidate or impair the remaining provisions hereof which shall, to the maximum extent permitted by Applicable Law, be deemed severable from such prohibited or unenforceable provision and any such prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction; and
- (n) in the event of any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Agreement, the provisions of the Credit

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Agreement shall govern to the extent necessary to remove the conflict or inconsistency.

15. This Agreement constitutes a Loan Document subject to and for the purposes of the Credit Agreement.

16. Time shall be of the essence of this Agreement.

17. The Corporation acknowledges receipt of a copy of this Agreement.

18. The Corporation expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Agent in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by Applicable Law.

19. The delivery of a facsimile copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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DATED as of the date first set forth above.

ATS AUTOMATION TOOLING SYSTEMS INC.

By: M Perrella  
Name: Maria Perrella  
Title: President and Chief Financial Officer

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**SCHEDULE A**  
**INTELLECTUAL PROPERTY**  
**(Attached)**

**REGISTERED INTELLECTUAL PROPERTY**

	Name	ATS Division	File Type	Country or Region	Regn/Patent Date	Regn/Pat No.
1	CONVEYOR WITH INDEPENDENT CONTROL OF MULTIPLE PALLETS (NOTE: component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	Canada	13-Feb-2007	2,507,856
	CONVEYOR WITH INDEPENDENT CONTROL OF MULTIPLE PALLETS (NOTE: component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	Austria	27-Nov-02	ATE 228 644 T2
	CONVEYOR WITH INDEPENDENT CONTROL OF MULTIPLE PALLETS (NOTE: component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	Spain	27-Nov-02	1015851 ES
	CONVEYOR WITH INDEPENDENT CONTROL OF MULTIPLE PALLETS (NOTE: component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	United Kingdom	27-11-2002	1015851 GB
	CONVEYOR WITH INDEPENDENT CONTROL OF MULTIPLE PALLETS (NOTE: component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	France	27-11-2002	1015851 FR
	CONVEYOR WITH INDEPENDENT CONTROL OF MULTIPLE PALLETS (NOTE: component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	Germany	27-11-2002	69809774.2
	CONVEYOR WITH INDEPENDENT CONTROL OF MULTIPLE PALLETS (NOTE: component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	Italy	27-11-2002	1015851 IT

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	Name	ATS Division	File Type	Country or Region	Regn/Patent Date	Regn/Pat No.
	CONVEYOR WITH INDEPENDENT CONTROL OF MULTIPLE PALLETS (NOTE: component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	Switzerland	27-11-2002	1015851 CH
	CONVEYOR WITH INDEPENDENT CONTROL OF MULTIPLE PALLETS (NOTE: component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	European Community	27-11-2002	1015851
2	MODULAR CONVEYOR SYSTEM HAVING MULTIPLE MOVING ELEMENTS UNDER INDEPENDENT CONTROL (NOTE: aka Supertrak)	ATS Automation Tooling Systems Inc.	PAT	United States	31-July-2007	RE39,747
	MODULAR CONVEYOR SYSTEM HAVING MULTIPLE MOVING ELEMENTS UNDER INDEPENDENT CONTROL (NOTE: aka Supertrak)	ATS Automation Tooling Systems Inc.	PAT	Canada	20-02-2007	2,288,223
	MODULAR CONVEYOR SYSTEM HAVING MULTIPLE MOVING ELEMENTS UNDER INDEPENDENT CONTROL (NOTE: aka Supertrak)	ATS Automation Tooling Systems Inc.	PAT	PCT - Nationalized		CA98/00447
	MODULAR CONVEYOR SYSTEM (NOTE: Original US Filing for Supertrak - covers both linear motor, position sensing system, controls methodology)	ATS Automation Tooling Systems Inc.	PAT	Austria	14-09-2005	E 304458

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Name	ATS Division	File Type	Country or Region	Regn/Patent Date	Regn/Pat No
MODULAR CONVEYOR SYSTEM	ATS Automation Tooling Systems Inc.	PAT	Spain	14-09-2005	1270311 ES
MODULAR CONVEYOR SYSTEM	ATS Automation Tooling Systems Inc.	PAT	United Kingdom	14-09-2005	1270311 GB
MODULAR CONVEYOR SYSTEM	ATS Automation Tooling Systems Inc.	PAT	France	14-09-2005	1270311 FR
MODULAR CONVEYOR SYSTEM	ATS Automation Tooling Systems Inc.	PAT	Germany	14-09-2005	698 31 617
MODULAR CONVEYOR SYSTEM	ATS Automation Tooling Systems Inc.	PAT	Italy	14-09-2005	1270311 IT
MODULAR CONVEYOR SYSTEM	ATS Automation Tooling Systems Inc.	PAT	Switzerland	14-09-2005	1270311 CH
MODULAR CONVEYOR SYSTEM	ATS Automation Tooling Systems Inc.	PAT	European Community	14-09-2005	1270311
TWO-AXIS ROBOT (aka Superbots)	ATS Automation Tooling Systems Inc.	PAT	United States	18-03-1997	5,611,248
TWO-AXIS ROBOT (aka Superbots)	ATS Automation Tooling Systems Inc.	PAT	PCT - Nationalized		CA96/00352

	Name	ATS Division	File Type	Country or Region	Regn/Patent Date	Regn/Pat. No
3	OPTICAL FIBER GRIPPING AND POSITIONING APPARATUS	ATS Automation Tooling Systems Inc.	PAT	Canada	16-Sept-2003	2,149,383
	OPTICAL FIBER GRIPPING AND POSITIONING APPARATUS	ATS Automation Tooling Systems Inc.	PAT	United States	09-Apr-1996	5,506,928
	WIRE TENSION UNIT FOR WINDER MACHINES		PAT	Germany		P3936558.1
	WIRE TENSION UNIT FOR WINDER MACHINES		PAT	Italy		1244837
	WIRE TENSION UNIT FOR WINDER MACHINES		PAT	Switzerland		681718
	MULTIPLEXING OF PNEUMATIC TOOLING	ATS Automation Tooling Systems Inc.	PAT	PCT - Nationalized		CA96/00449
	MULTI-AXIS ROBOTS	ATS Automation Tooling Systems Inc.	PAT APP	PCT - Nationalized		CA96/00450
4	SYSTEM FOR LOADING OR UNLOADING OF PARTS ONTO OR FROM TRAYS (NOTE: aka Tray Handler)	ATS Automation Tooling Systems Inc.	PAT	Canada	20-Feb-2001	2,192,893
	SYSTEM FOR LOADING OR UNLOADING OF PARTS ONTO OR FROM TRAYS	ATS Automation Tooling Systems Inc.	PAT	United States	16-Mar-1999	5,882,174
	SYSTEM FOR LOADING OR UNLOADING OF PARTS ONTO OR FROM TRAYS	ATS Automation Tooling Systems Inc.	PAT	Germany	28-Feb-2003	19652 195

TRADEMARK

REEL: 003858 FRAME: 0037

	Name	ATS Division	File Type	Country or Region	Regn/ Patent Date	Regn/ Pat No
	WINDING OF COILS INTO AXIAL SLOTS IN ROTATIONALLY SYMMETRIC BODIES OF ELECTRIC DEVICES	ATS Automation Tooling Systems Inc.	PAT	United States	14-Mar-2000	6,036,135
	COIL HITCHING DEVICE	ATS Automation Tooling Systems Inc.	PAT	United States	15-Aug-2000	6,102,324
5	DEVICE FOR WINDING COILS IN AXIAL GROOVES OF ROTATIONALLY SYMMETRICAL BODIES OF ELECTRIC EQUIPMENT	ATS Automation Tooling Systems Inc.	PAT	Canada	04-Jan-2005	2,259,842
	DEVICE FOR WINDING COILS IN AXIAL GROOVES OF ROTATIONALLY SYMMETRICAL BODIES OF ELECTRIC EQUIPMENT	ATS Automation Tooling Systems Inc.	PAT	United States	14-Nov-2000	6,145,772
6	LINEAR MOTOR (NOTE: Component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	Canada	24-01-2007	2,507,407
	LINEAR MOTOR (NOTE: Component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	United Kingdom	24-01-2007	1270312 UK
	LINEAR MOTOR (NOTE: Component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	France	24-01-2007	1270312 FR
	LINEAR MOTOR (NOTE: Component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	Germany	24-01-2007	698 36 988

## INTELLECTUAL PROPERTY

	Name	ATS Division	File Type	Country or Region	Regn/Patent Date	Regn/Pat No.
	LINEAR MOTOR (NOTE: Component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	Italy	24-01-2007	1270311 IT
	LINEAR MOTOR (NOTE: Component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	Switzerland	24-01-2007	1270311 CH
	LINEAR MOTOR (NOTE: Component of Supertrak)	ATS Automation Tooling Systems Inc.	PAT	European Community	24-01-2007	1270311
S	METHOD FOR CONSTRUCTION FOR RIGID PHOTOVOLTAIC PANELS	ATS Automation Tooling Systems Inc.	PAT	Canada - Pending		2,567,389
S	METHOD FOR CONSTRUCTION OF RIGID PHOTOVOLTAIC MODULES	ATS Automation Tooling Systems Inc.	PAT	European Community - Pending		05753126.1
S	METHOD FOR CONSTRUCTION FOR RIGID PHOTOVOLTAIC PANELS	ATS Automation Tooling Systems Inc.	PAT	United States - Pending		11/145,067
S	METHOD FOR CONSTRUCTION FOR RIGID PHOTOVOLTAIC PANELS	ATS Automation Tooling Systems Inc.	PAT	Australia - Pending		2005250970
S	METHOD FOR CONSTRUCTION OF RIGID PHOTOVOLTAIC MODULES	ATS Automation Tooling Systems Inc.	PAT	PCT - Nationalized		CA2005/000 877

TRADEMARK

REEL: 003858 FRAME: 0039

	Name	ATS Division	File Type	Country or Region	Regn/Patent Date	Regn/Pat No
	FOLDED FIN HEAT SINK ASSEMBLY	ATS Automation Tooling Systems Inc.	PAT	United States	21-09-2004	6,793,011
	FOLDED FIN HEAT SINK ASSEMBLY	ATS Automation Tooling Systems Inc.	PAT	Canada - Pending		2,371,641
	FOLDED-FIN HEATSINK MANUFACTURING METHOD AND APPARATUS	ATS Automation Tooling Systems Inc.	PAT	United States	15-06-2004	6,748,656
	Name	ATS Division	File Type	Country or Region	Regn/Patent Date	Regn/Pat No
	SEAL FOR MOLDED PART INSERT	ATS Automation Tooling Systems Inc.	PAT	United States	19-09-1989	4,867,663
7	SOLAR PANEL OVERLAY AND SOLAR PANEL OVERLAY ASSEMBLY	Spheral Solar Power, Inc.	PAT	United States - Pending		11/192324
	SOLAR PANEL OVERLAY AND SOLAR PANEL OVERLAY ASSEMBLY	ATS Automation Tooling Systems Inc.	PAT	People's Republic of China - Pending		2005080025466
	SOLAR PANEL OVERLAY AND SOLAR PANEL OVERLAY ASSEMBLY	ATS Automation Tooling Systems Inc.	PAT	Canada - Pending		2,574,659
	SOLAR PANEL OVERLAY AND SOLAR PANEL OVERLAY ASSEMBLY	ATS Automation Tooling Systems Inc.	PAT	European Community - Pending		1778930
	SOLAR PANEL OVERLAY AND SOLAR PANEL OVERLAY ASSEMBLY	ATS Automation Tooling Systems Inc.	PAT	Japan - Pending		2007000522885T
	SOLAR PANEL OVERLAY AND SOLAR PANEL OVERLAY ASSEMBLY	ATS Automation Tooling Systems Inc.	PAT	Australia - Pending		AU2005000266800
	SOLAR PANEL OVERLAY AND SOLAR PANEL OVERLAY ASSEMBLY	ATS Automation Tooling Systems Inc.	PAT	PCT - Nationalized		CA2005/00173

TRADEMARK

REEL: 003858 FRAME: 0040

1	ATS DESIGN	ATS Automation Tooling Systems Inc.	TM	Canada	10-Nov-1989	362,683
2	ATS & DESIGN	ATS Automation Tooling Systems Inc.	TM	Canada	23-Dec-1994	437,147
	ATS & DESIGN	ATS Automation Tooling Systems Inc.	TM	United States	16-Aug-2004	1,849,784
3	FLEXSYS	ATS Automation Tooling Systems Inc.	TM	United States	21-Sep-2004	2,887,525
4	ROTOFLEX	ATS Automation Tooling Systems Inc.	TM	Canada	05-Aug-2005	645,410
	ROTOFLEX	ATS Automation Tooling Systems Inc.	TM	United States	04-July-2006	3,112,526
5	ROTOPER	ATS Automation Tooling Systems Inc.	TM	Canada	02-June-2003	582,907
	<b>Name</b>	<b>ATS Division</b>	<b>File Type</b>	<b>Country or Region</b>	<b>Regn. Patent Date</b>	<b>Regn. Pat. No.</b>
	ROTOPER	ATS Automation Tooling Systems Inc.	TM	European Community	14-Aug-2001	1,667,369
	ROTOPER	ATS Automation Tooling Systems Inc.	TM	Switzerland	06-Nov-1981	309,548
6	SUPERBOT	ATS Automation Tooling Systems Inc.	TM	Canada	07-July-1998	497,159
	SUPERBOT	ATS Automation Tooling Systems Inc.	TM	United States	01-Dec-1998	2,206,896
7	SUPERBOT & DESIGN	ATS Automation Tooling Systems Inc.	TM	Canada	07-July-1998	497,158
	SUPERBOT & DESIGN	ATS Automation Tooling Systems Inc.	TM	United States	12-Jan-1998	2,206,897
8	SUPERTRAK	ATS Automation Tooling Systems Inc.	TM	Canada	10-June-2003	583,372

	SUPERTRAK	ATS Automation Tooling Systems Inc.	TM	United States	10-July-2001	2,468,156
9	TURN 6 LC	ATS Automation Tooling Systems Inc.	TM	Canada	22-Mar-2004	605,946
	TURN 6 LC	ATS Automation Tooling Systems Inc.	TM	United States	11-June-2002	2,578,360
	TURN 6 LC	ATS Automation Tooling Systems Inc.	TM	European Community	25-01-2002	2549756
10	PHOTOWATT	ATS Automation Tooling Systems Inc.	TM	Canada	TBD	TBD