

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Trylon TSF Inc.		12/29/2008	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Bank of Montreal
Street Address:	First Canadian Place
Internal Address:	11th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	a Schedule I Canadian Bank: CANADA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2526475	TRYLON TSF
Registration Number:	3156163	TITAN TOWER SELF-SUPPORT
Registration Number:	3156106	SUPER TITAN SELF-SUPPORT
Registration Number:	3156102	TITAN GUYED
Registration Number:	1728873	TITAN
Registration Number:	3117489	COUGAR
Serial Number:	77466626	TRYLON

**CORRESPONDENCE DATA**

Fax Number: (919)781-4865  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 919-781-4000  
 Email: ip@wyrick.com  
 Correspondent Name: Christopher L. Sorey c/o Wyrick Robbins  
 Address Line 1: 4101 Lake Boone Trail

OP \$190.00 2526475

Address Line 2: Suite 300  
Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER: 020378.003

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Christopher L. Sorey

Signature: /CLS/

Date: 01/06/2009

Total Attachments: 4  
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## SECURITY AGREEMENT (TRADE MARKS)

This Agreement is granted this 29<sup>th</sup> day of December, 2008 by Trylon TSF Inc. (the "Debtor"), a corporation incorporated under the federal laws of Canada, and located at 21 Southfield Drive, Elmira, Ontario, N3B 2Z6, in favour of Bank of Montreal (the "Bank"), a Schedule I Canadian Bank, with an office located at First Canadian Place, 11<sup>th</sup> Floor, Toronto, Ontario, M5X 1A1.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

1. As security for all Obligations (as defined in the credit agreement made among, *inter alia*, the Debtor and the Bank dated on or about the date of this Agreement (as amended, restated or replaced from time to time the "Credit Agreement")) save and except for obligations arising under the MasterCard Facility (as defined in the Credit Agreement), the Debtor hereby grants as security to the Bank a security interest (the "Security Interest") in and to all of the right, title and interest of the Debtor in and to the trade marks listed on Schedule "A" attached hereto, together with all renewals and extensions thereof, all income, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof, all license agreements relating thereto (individually, a "Licence Agreement"), and all rights corresponding thereto throughout the world (all of the foregoing trade marks and rights are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the "Trademarks").
2. The last day of the term of any Licence Agreement is specifically excepted from the Security Interest, but the Debtor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Debtor. To the extent that the granting of the Security Interest in respect of any Licence Agreement to which the Debtor is a party would constitute a breach or cause the acceleration thereof, the Debtor hereby agrees to promptly advise the Bank, and the attachment of the Security Interest thereto shall be postponed unless and until such consent is provided by the requisite parties. Upon the provision of such consent, the Security Interest shall immediately attach thereto. Until such attachment, the Debtor shall hold its interest therein in trust for the Bank, unless the holding of such interest by the Debtor in trust for the Bank would constitute a breach or cause the acceleration thereof.
3. The Security Interest shall become enforceable upon the occurrence and during the continuation of any event which constitutes an event of default under the Credit Agreement (an "Event of Default"). Upon the occurrence and during the continuation of an Event of Default, the Bank may exercise all rights and remedies in respect of the Trademarks which are available at law (specifically including all rights and remedies of a secured party under the *Personal Property Security Act* (Ontario)).
4. The Debtor irrevocably constitutes and appoints the Bank and each of its authorized agents from time to time as the true and lawful attorney of the Debtor with power of

substitution in the name of the Debtor, upon the occurrence and during the continuation of an Event of Default, to: endorse the name of the Debtor on all applications, documents, papers, assignments and instruments necessary or desirable regarding the Trademarks; take any other actions with respect to the Trademarks as the Bank deems to be in its interest, including without limitation, the realization or collection of all or any income, damages or payments related thereto; grant or issue any exclusive or non-exclusive license or sublicense under the Trademarks; or assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone by private or public sale, lease or otherwise upon such terms and conditions as the Bank may determine as permitted by law and whether or not the Bank has taken possession of the Trademarks.

5. The Debtor shall, upon demand made by the Bank, reimburse and indemnify the Bank for all costs and expenses (including actual legal fees and disbursements) incurred by the Bank in connection with the exercise of its rights hereunder (all such costs and expense being deemed to be part of the obligations hereby secured).
6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Debtor agrees that any lawsuit, action or proceeding arising out of or relating to this Agreement may be instituted in the Courts of Ontario and the Debtor hereby accepts and irrevocably submits to the non-exclusive jurisdiction of the said Courts and acknowledges their competence and agrees to be bound by any judgment thereof; provided that nothing herein shall limit the rights of the Bank to bring or initiate proceedings against the Debtor or any other person elsewhere.
7. From time to time, at the request of the Bank, the Debtor shall make and do all acts and things and execute and deliver all documents, agreements and instruments as the Bank may reasonably request in order to create, preserve and perfect the Security Interest, to enable the Bank to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.
8. Delivery of this Agreement by facsimile or other electronic transmission shall have the same force and effect as the delivery of an original executed copy of this Agreement. If the undersigned delivers an executed copy of this Agreement by facsimile or other electronic transmission it shall also deliver an original executed copy of this Agreement, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

*[Signature Page to Follow]*

IN WITNESS WHEREOF this Agreement has been delivered as of the date first mentioned above by the party hereto under the hands of its proper officers duly authorized in that behalf.

EXECUTED at Toronto in Ontario on December 29, 2008.

TRYLON TSF INC.

By:

Name:

Title:

By:

Name:

Title:

I / We have the authority to bind the corporation.

*[Signature Page – Borrower Security Agreement (Trade Marks)]*

**TRADEMARK**  
**REEL: 003914 FRAME: 0190**

**Schedule "A"**

**Trade Marks**

<u>Trylon</u>	<u>Country of Registration</u>	<u>Registration #</u>
Trylon	Canada	TMA 302,235
	USA	77466626 (in process)
	India	In Process
Trylon TSF	Canada	TMA 530,327
	USA	2,526,475
	India	In Process
Sitevault	Canada	TMA 688,181
Titan Tower & Design	Canada	TMA 632,493
	USA	3,156,163
Super Titan & Design	Canada	TMA 632,492
	USA	3,156,106
Titan Guyed & Design	Canada	TMA 634,779
	USA	3,156,102
Titan	Canada	TMA 378,550
	USA	1,728,873
Cougar	Canada	TMA 631,851
	USA	3,117,489