

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|-----------------------|
| Tree Island Wire (USA), Inc. | | 07/06/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|---------------------------------------------|
| Name: | GE Canada Finance Holding Company, as Agent |
| Street Address: | 500 West Monroe Street |
| Internal Address: | c/o General Electric Capital Corporation |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | Unlimited Company: NOVA SCOTIA |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------------------------|
| Registration Number: | 3106216 | TREE ISLAND |
| Registration Number: | 2937766 | SUREFIRE STAPLES & BRADS GUARANTEED PERFORMANCE |
| Registration Number: | 2862402 | K-LATH |
| Registration Number: | 0773057 | GUN LATH |
| Registration Number: | 2808240 | IA |
| Registration Number: | 2808241 | IWP |
| Registration Number: | 1574365 | IWP |
| Registration Number: | 2509279 | HALSTEEL THE BEST GUN NAILS IN THE WORLD |
| Registration Number: | 1449316 | PYROK-LATH |
| Registration Number: | 1439813 | KWIK AID |
| Serial Number: | 78839517 | TRUE SPEC |
| Serial Number: | 78839470 | TRUE SPEC NAIL IDENTIFICATION SYSTEM |
| Serial Number: | 78664799 | TI |

CH \$340.00 3106216

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 1660505 |
| NAME OF SUBMITTER: | Richard Kalwa |
| Signature: | /richard kalwa/ |
| Date: | 02/23/2009 |

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 6, 2007, by TREE ISLAND WIRE (USA), INC., a Delaware corporation ("*Grantor*"), in favor of GE CANADA FINANCE HOLDING COMPANY, a Nova Scotia unlimited company, in its capacity as Agent for Lenders (in such capacity, "*Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, as a Credit Party, TREE ISLAND INDUSTRIES LTD., a company amalgamated under the laws of British Columbia, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time further 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 Grantor;

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 Grantor 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, Grantor is 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, Grantor hereby agrees as follows:

SECTION 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.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (subject to Permitted Encumbrances, if any, which are permitted to be senior to the security interests of Agent) in all of 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 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.

SECTION 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. 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.


SECTION 4. INTERCREDITOR AGREEMENT.

Notwithstanding anything to the contrary set forth herein, this Trademark Security Agreement, the Liens created hereby and the rights and remedies of Agent hereunder are subject to the terms and provisions of the Intercreditor Agreement. In the event of any inconsistency between provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall supersede the provisions of this Agreement.

[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.

TREE ISLAND WIRE (USA), INC.

By: 
Name: Daniel McAtee
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY,
as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement (Canada)

TRADEMARK
REEL: 003940 FRAME: 0560

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.

TREE ISLAND WIRE (USA), INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY,
as Agent

By: Richard Zeni

Name: Richard Zeni

Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

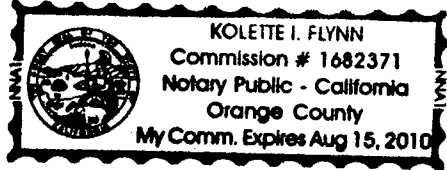
STATE OF California)

COUNTY OF Los Angeles) ss.

On this 5th day of July, 2007 before me personally appeared Daniel McVittie proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Free Island Wine 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.

Kolette Flynn
Notary Public

{seal}



Trademark Security Agreement (Canada)

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

U.S. Trademark Registrations:

| Trademark Name | Registration Number | Current Owner | Registration Date |
|--------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------|--------------------------|
| Tree Island Logo | 3,106,216 | Tree Island Industries Ltd. | June 20, 2006 |
| Surefire Staples and Brads Guaranteed Performance and Design | 2,937,766 | Halsteel (Assignee Tree Island Wire (USA), Inc.) | April 5, 2005 |
| K-Lath | 2,862,402 (Additional US Reg. # 773,057) | Tree Island Wire (USA), Inc. | July 13, 2004 |
| IA stylized design | 2,808,240 | Tree Island Wire (USA), Inc. | January 27, 2004 |
| IWP | 2,808,241 (Additional US Reg. # 1,574,365) | Tree Island Wire (USA), Inc. | January 27, 2004 |
| Halsteel The Best Gun Nails in the World | 2,509,279 | Tree Island Wire (USA), Inc. | November 20, 2001 |
| Pyrok -Lath | 1,449,316 | Tree Island Wire (USA), Inc. | July 28, 1987 |
| Kwik Aid | 1,439,813 | Tree Island Wire (USA), Inc. | May 19, 1987 |

U.S. Trademark Applications:

| Trademark Name | Serial Number | Current Owner | Status |
|-------------------------------------------------------------|-------------------------|------------------------------|-------------------------------------------------------------------------------|
| True Spec | Serial Number 78-839517 | Tree Island Wire (USA), Inc. | Filed March 16, 2006 as an Intent to Use (Pending Application) |
| True Spec Nail Identification System and Design (design *6) | Serial Number 78-839470 | Tree Island Wire (USA), Inc. | Filed March 16, 2006 as an Intent to Use (Pending Application) |
| TI and Design (design*7) | Serial Number 78-664799 | Tree Island Wire (USA), Inc. | Filed July 6, 2005 (Intent to use Notice of Allowance allowed, Feb. 13, 2007) |

U.S. Trademark Licenses:

None.

Canadian and Foreign Trademark Registrations:

| Trademark Name | Country | Registration Number | Current Owner | Registration Date |
|------------------------------|----------------|----------------------------|------------------------------|--------------------------|
| Tree Island Logo (design *1) | Canada | TMA637294 | Tree Island Industries Ltd. | April 14, 2005 |
| Gun Lath | Canada | TMA173566 | Tree Island Wire (USA), Inc. | December 31, 1970 |
| Aqua-K-Lath | Canada | TMA173565 | Tree Island Wire (USA), Inc. | December 31, 1970 |
| Frost | Canada | TMA120795 | Tree Island Industries Ltd | January 13, 1961 |

Foreign Trademark Applications:

None.

Foreign Trademark Licenses:

None.