

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
CANADIAN GENERAL-TOWER LIMITED		03/20/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	EXPORT DEVELOPMENT CANADA		
Street Address:	151 O'Connor Street		
City:	Ottawa		
State/Country:	CANADA		
Postal Code:	K1A 1K3		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1734826	GEOLINER	
Registration Number:	1181240	TOWER	
Serial Number:	78310950	TOWER INFINITY	
Serial Number:	77378301	EUROMATTE	
Serial Number:	77289337	AEOLIS	
Serial Number:	77337558	VEHREO	
CORRESPONDENCE DATA			
Fax Number:	(416)865-7380		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	416.865.7500		
Email:	efan@torys.com		
Correspondent Name:	Torys LLP, Attention: Edward Fan		
Address Line 1:	P.O. Box 270, TD Centre		
Address Line 2:	3000-79 Wellington Street West		
Address Line 4:	Toronto, CANADA M5K 1N2		

OP \$165.00 1734826

ATTORNEY DOCKET NUMBER:

00645-2050

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Edward Fan

Signature:

/Edward Fan/

Date:

03/27/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2009, by CANADIAN GENERAL - TOWER LIMITED, a limited corporation organized under the laws of the Province of Ontario ("**Grantor**"), in favor of EXPORT DEVELOPMENT CANADA, a corporation established by an act of the Parliament of Canada, in its capacity as Lender.

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof by and among Grantor, Lender and Guarantors (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"), Lender has agreed to make loans and provide certain other financial accommodations to Grantor;

WHEREAS, Lender is willing to make the loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain General Security Agreement dated as of the date herewith by and between Grantor and Lender (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 Lender, 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:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure payment and performance of all Obligations, Grantor hereby grants to Lender, a continuing security interest 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.

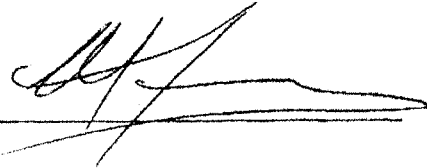
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect 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.
4. PARAMOUNTCY. Notwithstanding any other provision in this Trademark Security Agreement, this Trademark Agreement and the covenants, representations and warranties of Grantor, set out herein, are subject to the terms and conditions of the Intercreditor Agreement.
5. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

[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.

**CANADIAN GENERAL - TOWER
LIMITED**

By: _____
Name: _____
Title: _____

A handwritten signature in black ink, appearing to be 'M. J.', written over a horizontal line.

**ACCEPTED AND ACKNOWLEDGED
BY:**

EXPORT DEVELOPMENT CANADA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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.

**CANADIAN GENERAL - TOWER
LIMITED**

By: _____
Name:
Title:

**ACCEPTED AND ACKNOWLEDGED
BY:**

EXPORT DEVELOPMENT CANADA

By: *Karen Morandin*
Name: **Karen Morandin**
Title: **Financing Manager**

By: *Christine Cavanagh*
Name:
Title: **Christine Cavanagh
International Contract Specialist**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark: GEOLINER
Registration No.: 1734826
Registered: November 24, 1992

Mark: TOWER
Registration No.: 1181240
Registered: December 8, 1981

TRADEMARK APPLICATIONS

Mark: TOWER INFINITY
Serial No.: 78310950
Filed: October 8, 2003

Mark: EUROMATTE
Serial No.: 77378301
Filed: January 23, 2008

Mark: AEOLIS
Serial No.: 77289337
Filed: September 26, 2007

Mark: VEHREO
Serial No.: 77337558
Filed: November 27, 2007

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties to Agreement</u>
Technical Collaboration Agreement	August 29, 2000	Okamoto Industries Inc. (Licensor) and Canadian General-Tower Limited
License Agreement	October 11, 2006 amended January 17, 2008	Idemitsu Technofine Company Ltd. (Licensor) and Canadian General-Tower Limited
License Agreement	April 15, 2003	GISLAVED (Licensor) and Canadian General-Tower Limited

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties to Agreement</u>
Master Supply Agreement	April 17, 2006	CH Draw Company Inc., CH Draw Korea LLC, Doo Rim T&C Company LTD and Canadian General Tower Limited (as exclusive distributor)
Manufacturing Master Services Agreement	January 6, 2006	Canadian General-Tower Limited and Achilles Corporation and Kunshan Achilles Artificial Leather Co. Ltd. (as subcontractor)
Master Supply Agreement	November 1, 2005	Canadian General-Tower Limited and CG-OMNOVA Decorative Products (Shanghai) Co., Ltd., Omnova Solutions Inc., CPPC-Decorative Products Co. Ltd. and CPPC Public Limited Company (as subcontractor)