

**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
Manac, Inc.		07/31/2009	CORPORATION: QUEBEC

**RECEIVING PARTY DATA**

Name:	GE Canada Finance Holding Company
Street Address:	123 Front Street West, Suite 1400
Internal Address:	P.O. Box 14
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2M2
Entity Type:	Unlimited Liability Company: NOVA SCOTIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2452449	MANAC
Registration Number:	2355096	MANAC
Registration Number:	2397300	
Registration Number:	2664170	COMBOPLATE
Registration Number:	3431327	MANAC
Registration Number:	3426975	MANAC
Serial Number:	77617396	ECONAIR
Serial Number:	77733028	FABREX
Serial Number:	77295473	DRIVEBOX
Serial Number:	78970469	

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900141255**

**TRADEMARK  
 REEL: 004047 FRAME: 0866**

**CH \$265.00 2452449**

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: 1654417

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 08/18/2009

Total Attachments: 7  
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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), by Manac Inc., a Quebec company ("Grantor"), in favor of GE CANADA FINANCE HOLDING COMPANY, a Nova Scotia unlimited liability company, individually and in its capacity as Agent (in such capacity, "Agent") for itself and the Secured Parties (as such term is defined in the Credit Agreement described below), amends and restates in its entirety that certain Trademark Security Agreement, dated as of June 23, 2004 (as amended to the date hereof, without giving effect to the amendments and restatements set forth herein, the "Existing Trademark Security Agreement") by the Grantor, in favor of the Agent.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 23, 2004 by and among Grantor, the 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, as amended to the date hereof, the "Existing Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrower party thereto;

WHEREAS, Borrowers, Lenders and Agent have agreed to further amend and restate the Existing Credit Agreement pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce the Secured Parties to make the Loans, to incur Letter of Credit Obligations, and to provide other financial accommodations to the Credit Parties as provided for in the Credit Agreement, Grantor has agreed to execute and deliver to Agent, for itself and the ratable benefit of the other Secured Parties, that certain Amended and Restated Security Agreement dated as of the date hereof (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 the other Secured Parties, this Agreement;

WHEREAS, the parties to the Existing Trademark Security Agreement wish to amend and restate the Existing Trademark Security Agreement in its entirety as set forth herein.

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 Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the other Secured Parties, a continuing first priority 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 Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the other Secured Parties, 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MANAC INC.

By:   
Name: Charles Dutil  
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**GE CANADA FINANCE HOLDING COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

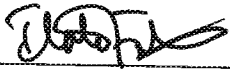
IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MANAC INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**GE CANADA FINANCE HOLDING COMPANY**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **ITALO FORTINO**  
~~DULY AUTHORIZED SIGNATORY~~

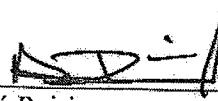
[Signature page to Amended and Restated Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004047 FRAME: 0871**

**ACKNOWLEDGMENT OF GRANTOR**

\_\_\_\_\_) )  
\_\_\_\_\_) ss.  
\_\_\_\_\_) )

On this 3<sup>rd</sup> day of August, 2009 before me personally appeared Mr. Charles Dutil, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Manac Inc., 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.



\_\_\_\_\_  
André Poirier  
Notary Public for the Province of Québec

{seal}

**SCHEDULE I**  
**TO**  
**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

Mark: Manac  
No. CDN: 246,544  
No. US: 2,452,449  
Registration Date: May 22, 2001

Mark: Manac (& design)  
No. CDN: 524,342  
No. US: 2,355,096  
Registration Date: June 6, 2000

Mark: Flying Moose Design  
No. CDN: 337,176  
No. US: 2,397,300  
Registration Date: October 24, 2000

Mark: Comboplate  
No. CDN: 576,941  
No. US: 2,664,170  
Registration Date: December 17, 2002

Mark: Remorque Fabrex Trailer  
No. CDN: 346,877  
No. US:  
Registration Date: October 21, 1988

Mark: Rodech  
No. CDN: 325,707  
No. US:  
Registration Date: April 10, 1987

Mark: DRIVEBOX  
No. CDN: TMA736,302  
No. US: pending (see below)  
Registration Date:

Mark: Manac Orignal & dessin (nouvel original) /  
Manac Moose & design (New moose)  
No. CDN: TMA695,817  
No. US: 3,431,327  
Registration Date:



Mark: MANAC & dessin  
No. CDN: TMA695,818  
No. US: N/A  
Registration Date:

Mark: MANAC & design  
No. CDN: N/A  
No. US: 3,426,975  
Registration Date:

Mark: Original (Moose) (dessin)  
No. CDN: TMA714,241  
No. US: pending (see below)  
Registration Date:

#### TRADEMARK APPLICATIONS

Mark: ECONAIR  
Application No. CDN: #1,407,918  
Filing Date CDN: August 8, 2008  
Application No. US: #77/617,396  
Filing Date US: November 19, 2008

Mark: FABREX  
Application No. CDN: #1,435,634  
Filing Date CDN: April 23, 2009  
Application No. US: #77/733,028  
Filing Date US: November 19, 2008

Mark: DRIVEBOX  
Application No. US: #77/295473  
Filing Date US: October 13, 2008

Mark: Original Moose (design)  
Application No. US: #78/970,469  
Filing Date US: September 8, 2008

#### TRADEMARK LICENSES

Mark: ? (red circle)  
No. CDN: 529,022  
No. US: 2410106  
Name of Agreement: Licence de marque de commerce  
Parties: Between Le Groupe Canam Manac Inc. and Manac Inc.  
Date of Agreement: May 31, 2004  
Term of licence: 99 years, renewable

SCHEDULE I