

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT			
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the Nature of Conveyance to properly identify and re-record the Assignment of SECURITY AGREEMENT previously recorded on Reel 003421 Frame 0225. Assignor(s) hereby confirms the Assignment of Security Agreement.			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Northcastle Loan LP		10/25/2006	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA				
Name:	FCCD Limited, as Administrative Agent			
Street Address:	Bracetown Business Park			
City:	Clonee, County of Meath			
State/Country:	IRELAND			
Entity Type:	CORPORATION: IRELAND			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Registration Number:	3114876	TOWER INFINITY	
	Registration Number:	1734826	GEOLINER	
CORRESPONDENCE DATA				
Fax Number:	4163611398			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	416-957-1694			
Email:	tsinnott@bereskinparr.com			
Correspondent Name:	Bereskin & Parr LLP/SENCRL, srl			
Address Line 1:	40 King Street West			
Address Line 2:	40th Floor			
Address Line 4:	Toronto, Ontario, CANADA M5H 3Y2			
ATTORNEY DOCKET NUMBER:	15127-27-29			

CH \$65.00 3114876

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Timothy J. Sinnott
Signature:	/TJS/
Date:	06/27/2012

Total Attachments: 5

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source=Original Security Agreement Assignment As Filed 2006 10 30#page5.tif

10-11-2005

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/



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

103031195

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):

Canadian General-Tower Limited

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Corporation - Province of Ontario
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Northcastle Loan LP

Internal

Address: BCE Place, Suite 3210

Street Address: 181 Bay Street

City: Toronto

State: Ontario

Country: Canada Zip: M5J 2T3

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship Ontario, Canada
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)  
78/310950

B. Trademark Registration No.(s)  
1734826, 1181240

Additional sheet(s) attached?  Yes  No

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

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

Name: Christina McClure

Internal Address: c/o Latham & Watkins

Street Address: 233 South Wacker Drive  
Suite 5800

City: Chicago

State: Illinois Zip: 60606-6401

Phone Number: (312) 876-6557

Fax Number: (312) 993-9767

Email Address: christina.mcclure@lw.com

6. Total number of applications and registrations involved:

three

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_

10/06/2005

Signature

Date

BYRNE 00000079 78310950

Christina McClure

Total number of pages including cover sheet, attachments, and document: 5

10/12/2005

01 FC:8521  
02 FC:8522  
03 FC:8523

Document 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 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 0031839 FRAME: 0268

10-11-01

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2005, by CANADIAN GENERAL – TOWER LIMITED, a limited corporation organized under the laws of the Province of Ontario (“Grantor”), in favor of NORTHCASTLE LOAN LP, an Ontario limited partnership, in its capacity as Administrative Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Administrative Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Credit Facilities (as defined in the Credit Agreement) and certain other financial accommodations to Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain General 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 “US Security Agreement”);

WHEREAS, pursuant to the US Security Agreement, Grantor is required to execute and deliver to Administrative 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:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the US Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, 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

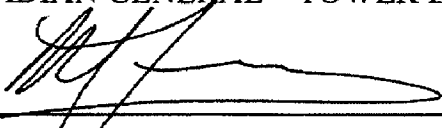
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark 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 Administrative Agent, on behalf of itself and Lenders, pursuant to the US Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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 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:

NORTHCASTLE LOAN LP,  
by its General Partner,  
Northcastle Loan General Partner Inc.,  
as Administrative Agent

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

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

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

**[Grantor to confirm]**

**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

**TRADEMARK LICENSES**

License Agreement between Idemitsu Technofine Company Ltd. (as licensor) and Canadian General-Tower Limited dated October 1, 2001

License Agreement between GISLAVED (as licensor) and Canadian General-Tower Limited dated April 15, 2003