

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
Vicwest Corporation		02/24/2012	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	National Bank of Canada
Street Address:	603-5650, d'Iberville
City:	Montreal
State/Country:	QUEBEC
Postal Code:	H2G 2B3
Entity Type:	COMPANY: CANADA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	85934552	AWIP ALL WEATHER INSULATED PANELS A VICW
Serial Number:	85958063	FASSADE
Serial Number:	85774125	SPEED PLATE
Serial Number:	85794597	SUMMERSIDE
Serial Number:	85628458	W

**CORRESPONDENCE DATA**

Fax Number: 4048792932  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (404) 879-2432  
 Email: atltrademarks@wcsr.com  
 Correspondent Name: Marcy L. Sperry  
 Address Line 1: P.O. Box 7037  
 Address Line 2: Womble Carlyle Sandridge & Rice, LLP  
 Address Line 4: Atlanta, GEORGIA 30357-0037

CH \$140.00 85934552

ATTORNEY DOCKET NUMBER:	24814.0005.1
<b>DOMESTIC REPRESENTATIVE</b>  Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Marcy L. Sperry
Signature:	/Marcy L. Sperry/
Date:	07/23/2013
<b>Total Attachments: 7</b> source=National Bank of Canada - Vicwest - General Security Agreement (July 2013)#page1.tif source=National Bank of Canada - Vicwest - General Security Agreement (July 2013)#page2.tif source=National Bank of Canada - Vicwest - General Security Agreement (July 2013)#page3.tif source=National Bank of Canada - Vicwest - General Security Agreement (July 2013)#page4.tif source=National Bank of Canada - Vicwest - General Security Agreement (July 2013)#page5.tif source=National Bank of Canada - Vicwest - General Security Agreement (July 2013)#page6.tif source=National Bank of Canada - Vicwest - General Security Agreement (July 2013)#page7.tif	

## GENERAL SECURITY AGREEMENT

This General Security Agreement is made as of February 24, 2012.

**TO:** Name: National Bank of Canada, as administrative agent  
Address: 603-5650, d'Iberville  
Montreal, Quebec H2G 2B3  
Attention: Syndication Department  
Facsimile: (514) 271-5294  
E-mail: syndication@fds.bnc.ca

### **RECITALS:**

A. Viewest Corporation, the financial institutions and other parties thereto from time to time, as lenders, National Bank of Canada, as administrative agent, and National Bank Financial Inc., as lead arranger and sole bookrunner, are party to a credit agreement dated as of February 24, 2012 (as amended, supplemented, restated or replaced from time to time, the "Credit Agreement").

B. To secure the payment and performance of its Secured Liabilities, each Debtor has agreed to grant to the Agent (for its own benefit and for the benefit of the other Secured Parties) the Security Interests with respect to its Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by each Debtor, each Debtor severally (and not jointly or jointly and severally) agrees with and in favour of the Agent (for its own benefit and for the benefit of the other Secured Parties) as follows:

1. Definitions. In this Agreement capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Credit Agreement, and the following terms have the following meanings:

"Accessions", "Account", "Certificated Security", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Futures Account", "Futures Contract", "Futures Intermediary", "Goods", "Instrument", "Intangible", "Inventory", "Investment Property", "Money", "Proceeds", "Securities Account", "Securities Intermediary", "Security", "Security Certificate", "Security Entitlement", and "Uncertificated Security" have the meanings given to them in the PPSA.

"Agent" means National Bank of Canada, in its capacity as administrative agent for the lenders under the Credit Agreement, or any successor administrative agent appointed pursuant to the Credit Agreement.

"Agreement" means this agreement, including the exhibits and recitals to this agreement, the Supplements and the Schedules, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

"Books and Records" means, with respect to any Debtor, all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Personal Property of such Debtor which are at any time owned by such Debtor or to which such Debtor (or any Person on such Debtor's behalf) has access.

"Collateral" means, with respect to any Debtor, all of the present and future:

- (a) undertaking;
- (b) Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Agent in connection with this Agreement); and
- (c) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Agent in connection with this Agreement and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property),

of such Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which such Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by such Debtor, and all Proceeds of any of the foregoing, wherever located.

"Contracts" means, with respect to any Debtor, all contracts and agreements to which such Debtor is at any time a party or pursuant to which such Debtor has at any time acquired rights, and includes (i) all rights of such Debtor to receive money due and to become due to it in connection with a contract or agreement, (ii) all rights of such Debtor to damages arising out of, or for breach or default with respect to, a contract, licence or agreement, and (iii) all rights of such Debtor to perform and exercise all remedies in connection with a contract or agreement.

"Control" means, with respect to a particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlled" has the corresponding meaning.

"Credit Agreement" has the meaning set out in the recitals hereto.

"Debtors" means the Persons delivering a signature page to this Agreement and any other Person which hereafter delivers a Supplement, and "Debtor" means any one of them.

"Event of Default" means any "Event of Default" as defined in the Credit Agreement.

"Exhibits" means the exhibits to this Agreement.

"Intellectual Property Rights" means, with respect to any Debtor, all industrial and intellectual property rights of such Debtor or in which such Debtor has any right, title or interest, including

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copyrights, patents, inventions (whether or not patented), trade marks, get-up and trade dress, industrial designs, integrated circuit topographies, plant breeders' rights, know how and trade secrets, registrations and applications for registration for any such industrial and intellectual property rights, and all Contracts related to any such industrial and intellectual property rights.

"Issuer" has the meaning given to that term in the STA.

"Organizational Documents" means, with respect to any Person, such Person's articles or other charter documents, by-laws, unanimous shareholder agreement, partnership agreement or trust agreement, as applicable, and any and all other similar agreements, documents and instruments relative to such Person.

"Permits" means, with respect to any Debtor, all permits, licences, waivers, exemptions, consents, certificates, authorizations, approvals, franchises, rights-of-way, easements and entitlements that such Debtor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business.

"Personal Property" means personal property and includes Accounts, Chattel Paper, Documents of Title, Equipment, Goods, Instruments, Intangibles, Inventory, Investment Property and Money.

"Pledged Certificated Securities" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Certificated Security.

"Pledged Futures Contracts" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Futures Contract.

"Pledged Futures Accounts" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Futures Account.

"Pledged Futures Intermediary" means, at any time, any Person which is at such time is a Futures Intermediary at which a Pledged Futures Account is maintained.

"Pledged Futures Intermediary's Jurisdiction" means, with respect to any Pledged Futures Intermediary, its jurisdiction as determined under section 7.1(4) of the PPSA.

"Pledged Issuer" means, with respect to any Debtor at any time, any Person which is an Issuer of, or with respect to, any Pledged Shares of such Debtor at such time.

"Pledged Issuer's Jurisdiction" means, with respect to any Pledged Issuer, its jurisdiction as determined under section 44 of the STA.

"Pledged Securities" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Security.

"Pledged Securities Accounts" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Securities Account.

"ULC Laws" means the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) and any other present or future Laws governing ULCs.

"ULC Shares" means shares or other equity interests in the capital stock of a ULC.

"Unrestricted Securities" means with respect to any Debtor, any and all Collateral of such Debtor that is a Security issued by an Unrestricted Subsidiary.

2. Grant of Security Interests. As general and continuing collateral security for the due payment and performance of its Secured Liabilities, each Debtor pledges, mortgages, charges and assigns (by way of security) to the Agent (for its own benefit and for the benefit of the other Secured Parties), and grants to the Agent (for its own benefit and for the benefit of the other Secured Parties) a security interest in, the Collateral of such Debtor.

3. Limitations on Grant of Security Interests. If the grant of the Security Interests with respect to any Contract, Intellectual Property Right or Permit under Section 2 would result in the termination or breach of such Contract, Intellectual Property Right or Permit, or is otherwise prohibited or ineffective (whether by the terms thereof or under applicable Law), then such Contract, Intellectual Property Right or Permit shall not be subject to the Security Interests but shall be held in trust by the applicable Debtor for the benefit of the Agent (for its own benefit and for the benefit of the other Secured Parties) and, on the exercise by the Agent of any of its rights or remedies under this Agreement following an Event of Default shall be assigned by such Debtor as directed by the Agent, provided that: (a) the Security Interests of such Debtor shall attach to such Contract, Intellectual Property Right or Permit, or applicable portion thereof, immediately at such time as the condition causing such termination or breach is remedied, and (b) if a term in a Contract that prohibits or restricts the grant of the Security Interests in the whole of an Account or Chattel Paper forming part of the Collateral is unenforceable against the Agent under applicable Law, then the exclusion from the Security Interests set out above shall not apply to such Account or Chattel Paper. In addition, the Security Interests do not attach to Consumer Goods or extend to the last day of the term of any lease or agreement for lease of real property. Such last day shall be held by the applicable Debtor in trust for the Agent (for its own benefit and for the benefit of the other Secured Parties) and, on the exercise by the Agent of any of its rights or remedies under this Agreement following an Event of Default, shall be assigned by such Debtor as directed by the Agent. For greater certainty, no Intellectual Property Right in any trade-mark, get-up or trade dress is presently assigned to the Agent by sole virtue of the grant of the Security Interests contained in Section 2.

4. Attachment; No Obligation to Advance. Each Debtor confirms that value has been given by the Secured Parties to such Debtor, that such Debtor has rights in its Collateral existing at the date of this Agreement or the date of any Supplement, as applicable, and that such Debtor and the Agent have not agreed to postpone the time for attachment of the Security Interests to any of the Collateral of such Debtor. The Security Interests with respect to the Collateral of each Debtor created by this Agreement shall have effect and be deemed to be effective whether or not the Secured Liabilities of such Debtor or any part thereof are owing or in existence before or after or upon the date of this Agreement or the date of any Supplement, as applicable. Neither the execution and delivery of this Agreement or any Supplement nor the provision of any

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have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall extinguish the liability of any Debtor to pay the Secured Liabilities of such Debtor, nor shall the same operate as a merger of any covenant contained in this Agreement or of any other liability, nor shall the acceptance of any payment or other security constitute or create any novation.

29. **Amalgamation.** If any Debtor is a corporation, such Debtor acknowledges that if it amalgamates or merges with any other corporation or corporations, then (i) the Collateral and the Security Interests of such Debtor shall extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (ii) the term "Debtor", where used in this Agreement, shall extend to and include the amalgamated corporation, and (iii) the term "Secured Liabilities", where used in this Agreement, shall extend to and include the Secured Liabilities of the amalgamated corporation.

30. **Governing Law; Attornment.** This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario. Without prejudice to the ability of the Agent to enforce this Agreement in any other proper jurisdiction, each Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario. To the extent permitted by applicable Law, each Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of the Province of Ontario.

31. **Interpretation.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement. Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. Any reference in this Agreement to a Permitted Lien is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Security Interest to any Permitted Lien. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.


IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

VICWEST CORPORATION

By

Name:

Title:

  
JOHN A. [unclear]  
CEO and President



IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

SIEMENS INC

By:

Name:

Title:

*[Handwritten Signature]*  
Name: *W. C. M. [unclear]*  
Title: *CEO and President*