09-28-2000 U.S. Department of Commerce FORM PTO-1618A Patent and Trademark Office TRADEMARK OMB 0651-0027 101475784 RECONDATION FURM COVER SHEET TRADEMARKS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) Submission Type Conveyance Type X New **Assignment** License (Non-Recordation) Resubmission **Nunc Pro Tunc Assignment** Security Agreement Document ID # **Effective Date** Month Day Year **Correction of PTO Error** Merger Reel # Frame # **Change of Name** Corrective Document Reel # Frame # Other Conveying Party Mark if additional names of conveying parties attached **Execution Date** Month Day Year Westfield Industries Ltd. Name 23 2000 Formerly Individual General Partnership Limited Partnership | X | Corporation Association Other X Citizenship/State of Incorporation/Organization Canada Receiving Party Mark if additional names of receiving parties attached Name RoyNat Capital Inc. DBA/AKA/TA Composed of 40 King Street West Address (line 1) Address (line 2) 26th Floor M5H 1H1 Address (line 3) Toronto Ontario Canada State/Country Zip Code City If document to be recorded is an Individual **Limited Partnership** General Partnership assignment and the receiving party is not domiciled in the United States, an Corporation **Association** appointment of a domestic representative should be attached. (Designation must be a separate Other document from Assignment.)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

FOR OFFICE USE ONLY

Canada

Citizenship/State of Incorporation/Organization

40.00 OP

25.00 OP

00000065 1641037

09/27/2000 GTUNII

01 FC:481 02 FC:482 03 FC:998

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM	PTO-1618B
Expires 06/3	
CN 10 0000	

Page 2

U.S. Department of Commerce
Patent and Trademark Office
TPADEMADIA

OMB 0651-0027	TRADEMARK
Domestic R	Representative Name and Address Enter for the first Receiving Party only.
Name	
Address (line 1)	
Address (line 2)	
Address (line 3)	
Address (line 4)	
Correspond	dent Name and Address Area Code and Telephone Number (843) 720-4302
Name	John C. McElwaine
Address (line 1)	Nelson Mullins Riley & Scarborough, L.L.P.
Address (line 2)	151 Meeting Street
Address (line 3)	Suite 500
Address (line 4)	Charleston, South Carolina 29401
Pages	Enter the total number of pages of the attached conveyance document including any attachments. # 12
Trademark A	Application Number(s) or Registration Number(s) Mark if additional numbers attached
	e Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).
Trac	demark Application Number(s) Registration Number(s)
	1641037
	1794696
Number of	Properties Enter the total number of properties involved. # 2
Fee Amoun	fee Amount for Properties Listed (37 CFR 3.41): \$ 80.00
	of Payment: Enclosed X Deposit Account
Deposit A	Account by deposit account or if additional fees can be charged to the account.)
(Enter for p	Deposit Account Number: #
	Authorization to charge additional fees: Yes No No
Statement a	and Signature
attac	he best of my knowledge and belief, the foregoing information is true and correct and any ched copy is a true copy of the original document. Charges to deposit account are authorized, as cated herein.
John	CMEEIWAINE John CMEller 6/8/00
Name	of Person Signing / Signature Date Signed

INDUSTRIES SECURITY AGREEMENT

Made as of May 23, 2000

Between

WESTFIELD INDUSTRIES LTD.

as Guarantor

and

ROYNAT CAPITAL INC.

as Lender

McMillan Binch

BARRISTERS & SOLICITORS

INDUSTRIES SECURITY AGREEMENT

TABLE OF CONTENTS

RECITALS.		. l
SECTION 1	- SECURITY INTEREST AND INTERPRETATION	. 1
1.1	Security Interest	. 1
1.2	Last Day of Lease	.2
1.3	Definitions	
1.4	Other Defined Terms.	
1.5	Attachment	.3
SECTION 2	— INDEBTEDNESS SECURED	.3
2.1	Indebtedness Secured	
SECTION 2	— RIGHTS AND DUTIES OF LENDER	2
3.1	Lender's Care and Custody of Collateral	
3.1	Income from and Interest on Collateral	
	— EVENTS OF DEFAULT AND REMEDIES	
4.1	Events of Default	
4.2	Receiver	
4.3	Additional Rights	
4.4 4.5	Expenses Intellectual Property	
4.3	Intellectual Floperty	
	— GENERAL	
5.1	Performance of the Guarantor's Duties by the Lender	.5
5.1 5.2	Performance of the Guarantor's Duties by the Lender Extensions, Delays, etc	.5 .6
5.1 5.2 5.3	Performance of the Guarantor's Duties by the Lender Extensions, Delays, etc Assignment and Enurement	.5 .6
5.1 5.2 5.3 5.4	Performance of the Guarantor's Duties by the Lender. Extensions, Delays, etc	.5 .6 .6
5.1 5.2 5.3 5.4 5.5	Performance of the Guarantor's Duties by the Lender. Extensions, Delays, etc. Assignment and Enurement. Amendments. Notice	.5 .6 .6
5.1 5.2 5.3 5.4 5.5 5.6	Performance of the Guarantor's Duties by the Lender. Extensions, Delays, etc	.5 .6 .6
5.1 5.2 5.3 5.4 5.5 5.6 5.7	Performance of the Guarantor's Duties by the Lender. Extensions, Delays, etc	.5 .6 .6 .6
5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8	Performance of the Guarantor's Duties by the Lender. Extensions, Delays, etc	.5 .6 .6 .6 .7
5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9	Performance of the Guarantor's Duties by the Lender. Extensions, Delays, etc	.5 .6 .6 .6 .7
5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8	Performance of the Guarantor's Duties by the Lender. Extensions, Delays, etc	.5 .6 .6 .6 .7 .7
5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11	Performance of the Guarantor's Duties by the Lender. Extensions, Delays, etc	.5 .6 .6 .6 .7 .7
5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12	Performance of the Guarantor's Duties by the Lender. Extensions, Delays, etc	.5 .6 .6 .6 .7 .7 .7
5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13	Performance of the Guarantor's Duties by the Lender Extensions, Delays, etc. Assignment and Enurement Amendments Notice Additional Security Headings and Table of Contents Number and Gender Severability No Further Obligations Amalgamation Governing Law	.5 .6 .6 .6 .7 .7 .7 .7
5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15	Performance of the Guarantor's Duties by the Lender Extensions, Delays, etc Assignment and Enurement Amendments Notice Additional Security Headings and Table of Contents Number and Gender Severability No Further Obligations Amalgamation Governing Law Limitation of Civil Rights Act Public Registration Paramountcy	.5 .6 .6 .6 .7 .7 .7 .7 .7 .8
5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15	Performance of the Guarantor's Duties by the Lender. Extensions, Delays, etc	.5 .6 .6 .6 .7 .7 .7 .7 .7 .7 .8 .8
5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17	Performance of the Guarantor's Duties by the Lender Extensions, Delays, etc Assignment and Enurement Amendments Notice Additional Security Headings and Table of Contents Number and Gender Severability No Further Obligations Amalgamation Governing Law Limitation of Civil Rights Act Public Registration Paramountcy	.5 .6 .6 .6 .7 .7 .7 .7 .7 .7 .8 .8 .8

Schedule 1.1(6) – Intellectual Property

INDUSTRIES SECURITY AGREEMENT

This Industries Security Agreement (as amended, supplemented, replaced, restated or otherwise modified from time to time, the "Agreement") is dated as of May 23, 2000, between

WESTFIELD INDUSTRIES LTD., a Manitoba corporation (together with its successors and permitted assigns, the "Guarantor")

and

ROYNAT CAPITAL INC., a Canada corporation (together with its successors and assigns, the "Lender")

RECITALS

- A. 628554 Saskatchewan Ltd. (the "Borrower") and the Lender have entered into a credit agreement dated as of the date hereof (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement") under which the Lender has agreed to provide to the Borrower a term credit facility of up to \$5,000,000.
- B. The Guarantor is an indirectly owned subsidiary of the Borrower.
- C. As required under the Credit Agreement, the Guarantor has entered into a guarantee dated the date hereof in favour of the Lender (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Guarantee") under which the Guarantor has guaranteed the complete and irrevocable payment and performance of the debts, liabilities and obligations of Westfield Enterprise Ltd. (the "Parent") to the Lender under the guarantee dated the date hereof granted by the Parent in favour of the Lender.
- D. In order to secure the complete and irrevocable payment and performance of the Indebtedness (as defined below), the Guarantor has agreed, among other things, to deliver this Agreement to the Lender.

FOR VALUE RECEIVED, the parties agree as follows:

SECTION 1 - SECURITY INTEREST AND INTERPRETATION

1.1 Security Interest. The Guarantor hereby grants to the Lender a security interest (the "Security Interest") in all of the present and after acquired personal and real property and undertaking of the Guarantor including, without limitation, all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Money, Documents of Title (whether negotiable or not), Instruments, Intangibles and Securities now owned or hereafter owned or acquired by or on behalf of the Guarantor (including such as may be returned to or repossessed by the Guarantor) and in all Proceeds and renewals thereof,

INDUSTRIES SECURITY AGREEMENT

TRADEMARK

accretions thereto and substitutions therefor (collectively, the "Collateral") including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Guarantor:

- (1) all Inventory of whatever kind and wherever situate including, without limitation, all raw materials, work in progress or materials used or consumed in the business of the Guarantor and all products and by-products thereof or derived therefrom, manufactured, produced or purchased for sale, lease or resale including, without limitation, all goods, wares and merchandise used in or procured for the packing or shipping of any of the foregoing, and all other goods, wares, and merchandise and all products and by-products thereof or derived therefrom, so manufactured, produced or purchased for sale, lease or resale;
- (2) all Equipment of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (3) all claims, book accounts and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured, including letters of credit, advices of credit and all security therefor, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Guarantor (collectively, "**Debts**");
- (4) all deeds, documents, writings, papers, ledgers, books of account, records, computer printouts, microfilm, microfiche and other computer-prepared information and all other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (5) all contractual rights, insurance claims and all goodwill;
- (6) all intellectual and industrial property, including, all patents, industrial designs, copyrights, trademarks, trade names, trade secrets, and options and rights to use any of the foregoing and, when the context permits, all registrations and applications that have been made or shall be made or filed in any office in any jurisdiction in respect of the foregoing, and all reissues, extensions and renewals thereof (collectively, "Intellectual Property") including, without limitation, the Intellectual Property listed on Schedule 1.1(6) hereto;
- (7) all property described in any schedule now or hereafter annexed hereto; and
- (8) without limiting the generality of the foregoing, all personal property of the Guarantor now or hereafter located on or about or in transit to or from any of the locations where the Guarantor carries on business and in transit to or from the customers of the Guarantor.
- 1.2 Last Day of Lease. The Security Interest granted hereby shall not extend or apply to, and Collateral shall not include, the last day of the term of any lease or agreement therefor but, upon the enforcement of the Security Interest, the Guarantor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- **1.3 Definitions**. The terms "Goods', "Chattel Paper", "Money", "Documents of Title", "Equipment", "Consumer Goods", "Instruments", "Intangibles", "Securities", "Proceeds",

INDUSTRIES SECURITY AGREEMENT

"Inventory", and "Accession" whenever used herein shall be interpreted pursuant to their respective meanings ascribed to them in the Personal Property Security Act (Saskatchewan), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto, is herein referred to as the "PPSA". Provided always that the term "Goods", when used herein shall not include Consumer Goods of the Guarantor. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof". The term "Proceeds", whenever used herein and interpreted as above, shall by way of example include trade-ins, Equipment, cash, bank accounts, notes, Chattel Paper, Goods, contract rights, accounts and any other personal property or obligation received when such Collateral or Proceeds are sold, exchanged, collected or otherwise disposed.

- 1.4 Other Defined Terms. Each capitalized term not otherwise defined in this Agreement has the meaning given to it in the Credit Agreement.
- 1.5 Attachment. The Guarantor and the Lender hereby acknowledge that (1) value has been given; (2) the Guarantor has rights, or will have rights in the case of after acquired property, in the Collateral; and (3) the Security Interest is intended to attach when this Agreement is signed by the Guarantor and delivered to the Lender and when after acquired property is acquired.

SECTION 2— INDEBTEDNESS SECURED

2.1 Indebtedness Secured. The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability, now and hereafter existing, direct and indirect, absolute and contingent, matured and not, extended and renewed, wheresoever and howsoever incurred, of the Guarantor to the Lender and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Guarantor be bound alone, or with another or others and whether as principal or surety, arising under or by virtue of or otherwise in connection with the Credit Agreement, the Guarantee, this Agreement or the other Loan Documents to which the Guarantor is a party, or any one or more of them (collectively, the "Indebtedness"). If the Collateral is realized upon and the Security Interest in the Collateral is not sufficient to satisfy all Indebtedness of the Guarantor, the Guarantor acknowledges and agrees that the Guarantor shall continue to be liable for any Indebtedness remaining outstanding and the Lender shall be entitled to pursue full payment thereof.

SECTION 3 — RIGHTS AND DUTIES OF LENDER

- 3.1 Lender's Care and Custody of Collateral. Except to the extent required by law, the Lender shall not be bound to collect, dispose of, realize, protect or enforce any of the Guarantor's right, title and interest in and to the Collateral or to institute proceedings for the purpose thereof. The Lender shall have no obligation to keep Collateral in its possession identifiable.
- 3.2 Income from and Interest on Collateral. Prior to the occurrence of an Event of Default, the Guarantor may receive and retain and deal with for its own account any Money constituting income or interest on Collateral and any other Proceeds of any Collateral. After the occurrence

INDUSTRIES SECURITY AGREEMENT

of an Event of Default and while it continues, the Guarantor shall, at the written direction of the Lender, instruct the payor to make all such payments of Money and other Proceeds to the Lender and, if the Guarantor receives any such Money after the occurrence and during the continuance of an Event of Default, the Guarantor shall hold such Money in trust for the Lender and shall, at the request of the Lender, promptly forward such Money to the Lender.

SECTION 4 — EVENTS OF DEFAULT AND REMEDIES

- 4.1 Events of Default. The happening of an Event of Default under the Credit Agreement shall constitute an Event of Default hereunder. The Security Interest shall be and become enforceable against the Guarantor at any time upon the occurrence of and during the continuance of an Event of Default.
- Receiver. Upon the occurrence of and during the continuance of an Event of Default, the 4.2 Lender may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Lender or not, to be a receiver or receivers (a "Receiver", which term shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Guarantor and not of the Lender, and the Lender shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his servants, agents or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Guarantor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Guarantor, enter upon, use and occupy all premises owned or occupied by the Guarantor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on the Guarantor's business or as security for loans or advances to enable him to carry on the Guarantor's business or otherwise, as such Receiver shall, in his discretion, determine. Except as may be otherwise directed by the Lender, all money received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender.

Upon the occurrence of and during the continuance of an Event of Default, the Lender may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing paragraph.

4.3 Additional Rights. In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Guarantor and the Lender and in addition to any other rights the Lender may have at law or in equity, the Lender shall have, both before and after default, all rights and remedies of a secured party under the PPSA or similar legislation in any jurisdiction wherein any of the Collateral is located; provided always, that the Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for

INDUSTRIES SECURITY AGREEMENT

such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether Collateral or Proceeds, and whether or not in the Lender's possession, and shall not be liable or accountable for failure to do so.

- 4.4 Expenses. Without limiting the provisions of the Credit Agreement, the Guarantor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by the Lender or any Receiver appointed by it, whether directly or for services rendered (including legal counsels' and auditors' costs and other legal expenses and Receiver remuneration), in operating the Guarantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Lender or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.
- Intellectual Property. The Guarantor acknowledges that the Lender or any Receiver 4.5 appointed by it may, upon the occurrence and during the continuance of an Event of Default, take possession of Collateral wherever it may be located and by any method permitted by law and, in such event, the Guarantor agrees upon request from the Lender or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed. The Guarantor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever the Lender directs, including to the Lender. The Guarantor appoints any officer or director or manager of the Lender upon the occurrence and during the continuance of an Event of Default to be its attorney in accordance with applicable legislation with full power of substitution and to do on the Guarantor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. The Guarantor hereby authorizes the Lender to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Liens affecting Collateral or identifying the locations at which the Guarantor's business is carried on and Collateral and records relating thereto are situate) as the Lender may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and the Guarantor hereby irrevocably constitutes and appoints the Lender the true and lawful attorney of the Guarantor, with full power of substitution, to do any of the foregoing in the name of the Guarantor whenever and wherever it may be deemed necessary or expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

SECTION 5 — GENERAL

5.1 Performance of the Guarantor's Duties by the Lender. Upon the Guarantor's failure to perform any of its duties hereunder, the Lender may, but shall not be obligated to, perform any or all of such duties, and the Guarantor shall pay to the Lender, forthwith upon written demand therefor, an amount equal to the expense incurred by the Lender in so doing plus interest thereon from the date such expense is incurred until it is paid at a rate of 12% per annum.

INDUSTRIES SECURITY AGREEMENT

5.2 Extensions, Delays, etc.

- (1) The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Guarantor, account debtors, sureties and others and with Collateral and other security as the Lender may see fit without prejudice to the Indebtedness or the Lender's right to hold and realize the Security Interest. Furthermore, upon the occurrence of and during the continuance of an Event of Default, the Lender may demand, collect and sue on Collateral in either the Guarantor's or the Lender's name, at the Lender's option, and may endorse the Guarantor's name on any and all cheques, commercial paper and any other Instruments pertaining to or constituting Collateral in order to facilitate such collection or suit.
- (2) No delay or omission by the Lender in exercising any right or remedy hereunder or with respect to any of the Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Lender may remedy any Event of Default by Guarantor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the Event of Default remedied and without waiving any other prior or subsequent Event of Default by Guarantor. All rights and remedies of the Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- **5.3** Assignment and Enurement. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. Any assignment or other transfer by the Guarantor or the Lender of their respective rights hereunder shall be prohibited unless done in accordance with the provisions of the Credit Agreement.
- **5.4** Amendments. Save for any Schedules which may be added hereto, pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- 5.5 Notice. Each notice, demand, request, consent, approval, declaration or other communication required or permitted to be given to the Guarantor or the Lender under this Agreement shall be served in accordance with the notice provisions of the Credit Agreement to the mailing address or telecopier number, as applicable, of a party stated opposite the name of such party's name on the signature pages to this Agreement or to such other mailing address or telecopier number communicated to a party from time to time in accordance with this section 5.5.
- 5.6 Additional Security. This Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Lender and is, and is intended to be, a continuing security agreement and shall remain in full force and effect until all Indebtedness contracted for or created, and any extensions or renewals thereof together with interest accruing thereon and fees due in connection therewith, shall be irrevocably paid, satisfied and terminated in full.

INDUSTRIES SECURITY AGREEMENT

- 5.7 Headings and Table of Contents. The headings and table of contents used in this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
- **5.8** Number and Gender. When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- **5.9** Severability. In the event any provisions of this Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.
- **5.10** No Further Obligations. Nothing herein contained shall in any way obligate the Lender to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- **5.11** Amalgamation. The Guarantor acknowledges and agrees that in the event that it amalgamates with any other company or companies, it is the intention of the parties hereto that the term the "Guarantor" shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:
- (1) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and
- (2) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Lender at the time of amalgamation and any "Indebtedness" of the amalgamated company to the Lender thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with the Guarantor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.
- **5.12** Governing Law. This Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province of Saskatchewan and the laws of Canada applicable therein as the same may from time to time be in effect, including, where applicable, the PPSA.
- **5.13** Limitation of Civil Rights Act. The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to:
 - (a) this Agreement;
 - (b) any mortgage, charge or other security for the payment of money made, given or created by this Agreement;

INDUSTRIES SECURITY AGREEMENT

(c) any agreement or instrument renewing or extending or collateral to this

Agreement or renewing or extending or collateral to any mortgage, charge or
other security referred to or mentioned in Subsection (b) of this Section 5.13; or

-8-

- (d) the rights, powers or remedies of the Lender under this Agreement or under any mortgage, charge other security, agreement or instrument referred to or mentioned in Subsection (b) or Subsection (c) of this Section 5.13.
- **5.14 Public Registration**. The Guarantor hereby acknowledges that the Lender may register a copy of this Agreement and in such event it will be available to the public for inspection. The Guarantor shall cooperate with and assist the Lender, as requested by the Lender, with respect to any registrations of or relating to this Agreement which the Lender deems appropriate.
- **5.15 Paramountcy**. To the extent of any conflict or inconsistency between the provisions of the Credit Agreement and this Agreement, the Credit Agreement shall prevail, except as explicitly provided in this Agreement.
- **5.16** Copy of Agreement. The Guarantor hereby acknowledges receipt of a copy of this Agreement.
- **5.17 Financing Statements.** The Guarantor waives the Guarantor's right to receive a copy of any financing statement or financing change statement registered by the Lender, or of any verification statement with respect to any financing statement or financing change statement registered by the Lender.
- **5.18** Counterparts. This Agreement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

INDUSTRIES SECURITY AGREEMENT

The parties have executed this Agreement.

Westfield Industries Ltd. 2165 North Service Road West Box 331 Swift Current, Saskatchewan S9H 3V8

Attention: Robert Stenson Telecopier No.: (306) 778-2524

with copies to:

Tricor Pacific Capital Inc. Suite 1615, 200 Burrard Street Vancouver, British Columbia V6C 3L6

Attention: Rod R. Senft Telecopier No.: (604) 688-7649

RoyNat Inc. 40 King Street West 26th Toronto, Ontario M5H 1H1

Attention: Max Chaudry Telecopier No. (416) 933-2783

with copies to:

McMillan Binch
P.O. Box 38
Royal Bank Plaza
South Tower
Toronto, Ontario M5J 2J7

Attention: Finance Group Telecopier No.: (416) 865-7048

WESTFIELD INDUSTRIES LTD.

By:

Name:

, C

obart Stanson

Title: President

ROYNAT CAPITAL INC.

Name: Wray Stannard

Title: Director of Merchant Banking

By:

By:

Name: Randy Chappell

Title: Assistant Vice-President &

District Manager

Schedule 1.1(6) – Intellectual Property

Canada

Trademarks

"Westfield" – Registration No. TMA 422,052 94-01-07

"Westfield Design" – Registration No. TMA 331,455 87-08-28

Patents

"Coupling Grain Augers" – Patent No. 1,158,193 83-12-06

"Hydraulic Cylinder for Grain Augers" - Application No. 2,185,377

"Reinforced Auger Flighting" - Application No. 2,252,127

USA

Trademarks

"Westfield Design" – Registration No. 1,641,037 91-04-16

"Westfield" – Registration No. 1,794,696 93-09-28

Patents

"Coupling Grain Augers" – Patent No. 4,603,775 86-08-05

"Hydraulic Cylinder for Grain Augers" – Patent No. 5,873,447 99-02-23

"Reinforced Auger Flighting" - Patent No. 09/184,637

K:\BANK\EJR\CLIENTS\MCKENNAGALE\WESTFIELD\E XECUTION\INDUSTRIES-GSA-ROYNAT-X.DOC

RECORDED: 08/17/2000

1.1(6) - 1

INDUSTRIES SECURITY AGREEMENT