

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
Tree Island Industries Ltd.		07/06/2007	COMPANY: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	GE Canada Finance Holding Company, as Agent		
Street Address:	500 West Monroe Street		
Internal Address:	c/o General Electric Capital Corporation		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Unlimited Company: NOVA SCOTIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3106216	TREE ISLAND	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	1660505		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

CH \$40.00 3106216

Date:

02/23/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 6, 2007, by TREE ISLAND INDUSTRIES LTD., a company amalgamated under the laws of the Province of British Columbia ("*Grantor*"), in favor of GE CANADA FINANCE HOLDING COMPANY, a Nova Scotia unlimited company, in its capacity as Agent for Lenders (in such capacity, "*Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, as Borrower, the other 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, and as from time to time further amended, restated, supplemented or otherwise modified, the "*Credit Agreement*"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain 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 "*Security Agreement*");

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

SECTION 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.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (subject to Permitted Encumbrances, if any, which are permitted to be senior to the security interests of Agent) 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.

SECTION 3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, 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.


SECTION 4. GOVERNING LAW.

This Trademark Security Agreement shall be governed by, construed and enforced in accordance with, the laws of the Province of British Columbia 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.

TREE ISLAND INDUSTRIES LTD.

By: 
Name: GARRY FLESHER
Title: VP FINANCE

ACCEPTED AND ACKNOWLEDGED BY:

**GE CANADA FINANCE HOLDING
COMPANY, as Agent**

By: _____
Name:
Its Duly Authorized Signatory

[Tree Island Trademark Security Agreement – Cdn Agent]

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.

TREE ISLAND INDUSTRIES LTD.

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

**GE CANADA FINANCE HOLDING
COMPANY, as Agent**

By: Richard Zem

Name: RICHARD ZEM

Its Duly Authorized Signatory

[Tree Island Trademark Security Agreement - Cdn Agent]

ACKNOWLEDGMENT OF GRANTOR

CANADA)
)
PROVINCE OF BRITISH COLUMBIA) ss
)

On this 2 day of July, 2007 before me personally appeared Garry Flesher, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Tree Island Industries Ltd., 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.



A Notary Public in and for the Province
of British Columbia
{seal}

SUSAN M. DO
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

Canadian Trademarks

Trademark Name	Country	Registration Number	Current Owner	Registration Date
Tree Island Logo*	Canada	TMA637294	Tree Island Industries Ltd.	April 14, 2005
Frost	Canada	TMA120795	Tree Island Industries Ltd	January 13, 1961

* Tree Island Logo



Canadian Trademark Applications:

None.

Canadian Trademark Licenses:

None.

US Trademarks

Trademark Name	Registration Number	Current Owner	Registration Date
Tree Island Logo*	3,106,216	Tree Island Industries Ltd.	June 20, 2006

* Tree Island Logo



Foreign Trademark Applications:

None.

Foreign Trademark Licenses:

None.