12-06-2002



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

Florin PTO-1595 Filter, 1002) OMB No. 0651-0027 (exp. 6/30/2005) 1,02303635

Tab settings □ □ □				
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.			
1. Name of conveying party(les):	Name and address of receiving party(ies)			
CCFL SUBORDINATED DEBT FUND (II)	Name: ZCL Composites Inc.			
LIMITED PARTNERSHIP	Internal Address: 6907 - 36 Street			
Additional name(s) of conveying partyles) attached? 📮 Yes 🔯 No	12:202			
3. Nature of conveyance;	and the contract of the contra			
🖫 Assignment 🖳 Merger	6007 26 Chroat			
Security Agreement Change of Name	Street Acktress: 6907 - 36 Street			
Other Release of security agreement	City: Edmonton StateAlbertazip:T6B 2Z6			
Execution Date:	Additional name(s) & address(es) attached? 📮 Yes 🔯 No			
4. Application number(s) or patent number(s):				
If this document is being filed together with a new appli	cation, the execution date of the application is:			
A. Patent Application No.(s)	B. Patent No.(s)			
	5,208,000			
Aciditional numbers at	ached? ☐ Yes ☑ No			
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:			
Name: Kevin L. Lynch	7. Total fee (37 CFR 3.41)\$40.00			
Internal Address: Parlee McLaws LLP	⊠ Enclosed			
	Authorized to be charged to deposit account			
Street Address: 1500 Manulife Place	8. Deposit account number:			
10180 - 101 Street				
City: Edmonton State: Albertazip: T5J 4Kl	(Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE				
9. Stalement and signature.				
To the best of my knowledge and belief, the foregoing in its a true copy of the original document.				
Kevin L. Lynch	Signature November 29, 2002			
Name of Person Signing	w/ · · ·			
Total number of pages including cover sheet, attachments, and documents:				

Commissioner of Palents & Trademarks, Box Assignments Washington, D.C. 20231

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PATENT REEL: 013532 FRAME: 0983

NOTARIAL CERTIFICATE

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, Peter I. Inglis, a Notary Public in and for the Province of Alberta, by royal authority duly appointed, residing at the City of Edmonton, in the said Province, DO CERTIFY that the paper writing hereto annexed is a true copy of a document produced and shown to me, and purporting to be:

a Release, Consent and Discharge of Security made in writing by CCFL SUBORDINATED DEBT FUND (II) LIMITED PARTNERSHIP in favour of ZCL COMPOSITES INC.

which is unamended and unrevoked as at the date hereof,

the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of office at Edmonton, Alberta, this 21st day of November, 2002.

A NOTARY PUBLIC IN AND FOR THE

PROVINCE OF ALBERTA

Student at how

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RELEASE, CONSENT AND DISCHARGE OF SECURITY

BY:

CCFL SUBORDINATED DEBT FUND (II) LIMITED PARTNERSHIP (the "Secured Party")

IN FAVOUR OF:

ZCL COMPOSITES INC.,

(the "Debtor")

WHEREAS:

- A. Pursuant to an agreement dated December 22, 1997 made between CCFL SUBORDINATED DEBT FUND (II) LIMITED PARTNERSHIP and ZCL COMPOSITES INC. (the "Loan Agreement"), ZCL COMPOSITES INC. gave security to the Secured Party for obligations under or in connection with the Loan Agreement.
- B. Among the security the Debtor gave to the Secured Party pursuant to the Loan Agreement was an Intellectual Property Security Agreement dated December 22, 1997 made between CCFL SUBORDINATED DEBT FUND (II) LIMITED PARTNERSHIP and ZCL COMPOSITES INC.
- C. The Debtor has made payments to the Secured Party in satisfaction of all its entitlements under or in connection with the Loan Agreement (the "Final Payment").
- D. The Debtor made the Final Payment on conditions that the Secured Party would release any and all security it holds relating to the Debtor, and that the Secured Party agreed to execute and deliver this and other releases and discharges to the Debtor.

NOW THEREFORE THIS RELEASE WITNESSES that in consideration of the sum of \$1.00 and of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Secured Party), the Secured Party hereby acknowledges and agrees as follows:

- The Secured Party hereby certifies, acknowledges and agrees with the Debtor that the Secured Party HEREBY REMISES, RELEASES AND FOREVER DISCHARGES all mortgages, liens, charges, assignments, guarantees, pledges, hypothecations, security interests, promissory notes, shares, share warrants, and other encumbrances or interests created by the Debtor in favour of the Secured Party (collectively the "Security") including but not limited to security relating to the property identified in Schedule "A" attached hereto and the Secured Party further HEREBY REMISES, RELEASES AND FOREVER DISCHARGES the Debtor and its successors and assigns of and from all actions, causes of action, suits, debts, accounts, covenants, contracts, claims, demands, costs and expenses which the Secured Party and its successors and assigns now has or hereafter may or shall have arising under or by virtue of the Security.
- 2. The Secured Party hereby RE-ASSIGNS, RELEASES, CANCELS AND DISCHARGES to the Debtor and its successors and assigns, all of the assets and undertakings, both present and future, of whatsoever kind and wheresoever situate, inclusive of the right, title and interest thereto, now charged by, or subject to or intended to be charged by or subject to the Security.

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- 3. The Secured Party hereby represents and warrants to the Debtor that it has not transferred, sold, bargained or assigned any of the Security or any portion thereof or any interest therein or any of its rights, title or interest in, to and under any of the Security.
- 4. The Secured Party does hereby authorize and direct the Debtor and their solicitors, Parlee McLaws LLP, 1500 Manulife Place, 10180 101 Street, Edmonton, Alberta, T5J 4K1, or its agents, to execute and deliver to the Debtor or its solicitors, all such discharges, documents, agreements, financing change statements, instruments, and assurances as are necessary to fully discharge the Security at any and all government or other registry offices where such Security may have been registered from time to time.
- 5. The Secured Party hereby authorizes the Debtor (or its solicitors or agents), at the Debtor's expense, to make any such filings or registrations in all such offices or registries as are necessary to give full effect to the releases and discharges set forth herein, including, without limitation, any filings or registrations necessary to discharge and release the registrations described in Schedule "A" to this Release.
- 6. The Secured Party hereby agrees that it shall, at the Debtor's expense, from time to time and at all times hereafter, do and perform all such further acts and things and execute and delivery all such further assurances, deeds, instruments, assignments, conveyances, certificates, releases and other documents as may reasonably be required by the Debtor or its solicitors to give full effect to the releases granted herein.
- 7. This Release shall be binding upon the Secured Party and its successors and assigns and shall enure to the benefit of Debtor and its heirs, executors, administrators, successors and assigns.

IN WITNESS HEREOF the Secured Party has executed this Release on the 13 day of November, 2002.

Per:

Title:

CCFL MEZZANINE PARTNERS OF CANADA LIMITED in its capacity of General Partner for CCFL SUBORDINATED DEBT FUND (II) LIMITED PARTNERSHIP

Name: RICHARD KINLOVEH

Title: Co- PRESIDENT

Name: ROBERT OLSEN

I/We have the authority to bind the Corporation.

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SCHEDULE "A"

Patents

Canada

Serial Number	Date Filed	Date Issued
2,059,830	January 22, 1992	September 14, 1999
2,100,986	January 21, 1993	•

United States of America

Serial Number	Date Filed	Date Issued
5,204,000	January 31, 1992	April 20, 1993

Trade-marks

<u>Canada</u>

Trademark	Application Number	Registration Number	Registration Date
E-Z Deck	0766024	469,065	January 20, 1997
E-Z Fence	0799472	473,957	March 27, 1997
Tex-Plus	0792361	466,843	November 29, 1996
GREENTANK & Design	0641682	396,527	April 3, 1992
RÉSERVERT & Design	0687109	408,057	February 12, 1993

United States of America

Trademark	Serial Number	Registration Number	Registration Date
E-Z Deck	74613191	1969571	April 23, 1996
Tex-Plus	74735030	2167929	June 23, 1998

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PATENT REEL: 013532 FRAME: 0987