



5-6-03

05-09-2003

Form PTO-1595 (Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

RECORDATION FORM
PATENTS



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COMMERCE
mark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CCFL SUBORDINATED DEBT FUND (II)
LIMITED PARTNERSHIP
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: ZCL Composites Inc.
Internal Address: 6907 - 36 Street
Street Address: 6907 - 36 Street
City: Edmonton State: Alberta Zip: T6B2Z6
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Corrective: attached Release of Security Agreement previously erroneously recorded on Reel #013532, Frame #0983
Execution Date: November 13, 2002

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s)
B. Patent No.(s)
5,204,000
Additional numbers attached? Yes No

6. Total number of applications and patents involved:
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kevin L. Lynch
Internal Address: Parlee McLaws LLP
Street Address: 1500 Manulife Place
10180 - 101 Street
City: Edmonton State: Alberta Zip: T5J 4K1

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Kevin L. Lynch
Name of Person Signing
Signature
Date
Total number of pages including cover sheet, attachments, and documents: 5

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

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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:

1. 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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PATENT
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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.

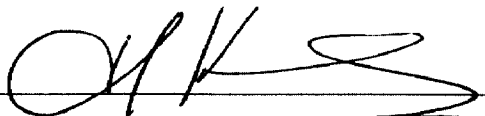
5. The Secured Party hereby authorizes the Debtor (or its solicitors or agents), at the Debtor's expense, to make any such filings or registrations in all such offices or registries as are necessary to give full effect to the releases and discharges set forth herein, including, without limitation, any 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.

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

Per: 

Name: RICHARD KINLOUGH
Title: CO-PRESIDENT

Per: 

Name: ROBERT OLSEN
Title: CO-PRESIDENT

I/We have the authority to bind the Corporation.

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**Canada**

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

NOTARIAL CERTIFICATE

CANADA

PROVINCE OF ALBERTA

TO WIT:

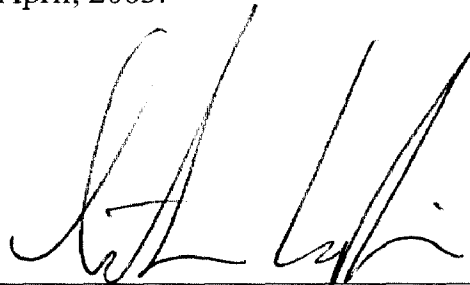
I, Peter I. Inglis, a Notary Public in and for the Province of Alberta, by royal authority duly appointed, residing at the City of Edmonton, in the said Province, DO CERTIFY that the paper writing hereto annexed is a true copy of a document produced and shown to me, and purporting to be:

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 25th day of April, 2003.



A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF ALBERTA