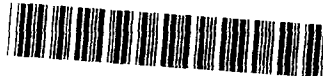


08-09-2004

Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

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



8/5/04

102809450

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Unicel Architectural Inc.

Execution Date(s) 6/23/04

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: GE Canada Equipment Financing G.P.

Internal Address: _____

Street Address: 11 King Street West

Suite 1500

City: Toronto

State: Ontario

Country: Canada

Zip: M5H 4C7

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

~~4,860,492~~
5,600,920

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Darlene R. Davis, Esq.

Internal Address: Ober, Kaler, Grimes & Shriver

Street Address: 120 E. Baltimore Street

City: Baltimore

State: MD

Zip: 21202-1643

Phone Number: (410) 347-7306

Fax Number: (410) 547-0699

Email Address: drdavis@ober.com

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

8/2/04 Date

Darlene R. Davis

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

08/06/2004 MGETACHE 00000003 4860492

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PATENT
REEL: 015642 FRAME: 0399

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") dated June 23, 2004, is given by UNICEL ARCHITECTURAL INC., a Canadian company ("Debtor"), in favor of GE CANADA EQUIPMENT FINANCING G.P., a general partnership having a place of business at 11 King Street West, Suite 1500, Toronto, Ontario, M5H 4C7 ("Secured Party").

BACKGROUND

Pursuant to a Credit and Guarantee Agreement dated as of June 23, 2004 among Debtor, 3087757 Nova Scotia Limited, LaFlamme Portes et Fenêtres Inc. and Solarcan Portes et Fenêtres Inc., as borrowers, the other Persons named therein as Credit Parties, Secured Party, as Administrative Agent, Collateral Agent and a Lender, Bank of Montreal, as Co-Administrative Agent and a Lender, and each other Lender signatory thereto from time to time (including all annexes, exhibits and schedules thereto, and as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Credit Agreement"), Secured Party agreed to make available to Debtor certain funds hereinafter called the "Credit Facility". The Secured Party and Debtor have also entered into a Deed of Hypothec of even date herewith (the "Deed of Hypothec"), wherein Debtor granted to the Secured Party a first priority security interest in items of Debtor's property. As inducement to Secured Party to enter into the Credit Agreement and make the Credit Facility available to Debtor, Debtor agreed to, among other things, pledge to Secured Party and grant Secured Party a continuing, first priority security interest in and lien on all patent applications and patents of Debtor.

As used herein, the term "Loan Documents" means collectively the Credit Agreement, and all notes, guarantees, mortgages, security agreements, deeds of hypothec, debentures, and other documents previously, simultaneously or hereafter executed and delivered by Debtor or any party or parties in favor of Secured Party to secure or guarantee, or in connection with, the Credit Facility. All other capitalized terms used herein without definition shall have the meanings ascribed to them in the Deed of Hypothec.

AGREEMENTS

NOW THEREFORE, in consideration of the premises, and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Grant of Security Interest. To secure the complete and timely payment and satisfaction of all payment and other obligations under the Credit Agreement and other Loan Documents (the "Obligations"), Debtor, to the extent of its interest, hereby grants, assigns and conveys to Secured Party, a continuing, first priority security interest in and to all patent applications and patents owned, held or claimed by Debtor, all of which are listed in Schedule A hereto (collectively called the "Patents"), including without limitation, all rights owned by it corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part and all proceeds thereof, including, without limitation, any

claim by Debtor against third parties for past, present or future infringements or dilution of any Patent.

2. Warranties and Representations. Debtor hereby covenants with, and warrants to, Secured Party that: (a) Debtor is the sole and exclusive owner of each of the Patents and all rights therein, free and clear of any liens, pledges, assignments or other encumbrances and (b) Debtor has the unqualified right to enter into this Agreement and perform its terms. Debtor shall, in any event, indemnify and hold Secured Party harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Secured Party as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Patents infringe any patents held by third parties.

3. Negative Covenants. Without the Secured Party's prior written consent, which the Secured Party in its sole discretion may or may not give, the Debtor covenants that it shall not license, transfer, convey or encumber any interest in or to the Patents (other than as recognized herein) or take any action, or permit any action to be taken, or fail to take any action which individually or in the aggregate would affect the validity or enforceability of the Patents or of the security interest of the Secured Party therein or which would otherwise violate any provision of any Loan Document.

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, Debtor shall obtain rights to any patentable inventions, or become entitled to the benefit of any patent application or patent or for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Paragraph 1 shall automatically apply thereto and Debtor shall give to Secured Party prompt written notice thereof.

5. Execute Addenda. Promptly upon the filing of any additional applications for registration of the Patents and upon the issuance of any patent registration, it shall, unless the Secured Party agrees otherwise in writing:

- (a) execute an addendum to this Agreement, which addendum shall identify such patent application or each patent registration as necessary to perfect a security interest in the Patents;
- (b) with respect to United States patent applications or patent registrations, cause such addendum to be recorded in the United States Patent and Trademark Office; and
- (c) upon request by the Secured Party, cause such addendum to be recorded with the patent registration office of any state in the United States in which the Secured Party determines, in its sole discretion, that filing is necessary to perfect the Secured Party's security interest in the Patents subject to such addendum.

6. Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default under the Deed of Hypothec or a default under any of the other Loan Documents; and (b)

any violation by Debtor of any obligation, agreement, representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within twenty (20) calendar days after notice thereof to Debtor.

7. Debtor's Right to Use Patents. Unless and until an Event of Default shall occur and be continuing, Debtor shall retain the legal and equitable title to the Patents and shall have the right to use (including the right to license) the Patents in the ordinary course of its business but shall not be permitted to sell, assign, transfer or encumber the Patents or any part thereof without the prior written consent of Secured Party; provided, however, that nothing herein contained shall prohibit Debtor from failing to renew or otherwise abandoning any item included within the Patents if, in Debtor's good faith judgment, the retention of such item is not material to the proper conduct of its business; provided, however, that Debtor shall give Secured Party ten (10) days' prior written notice of any abandonment or failure to renew of any item included within the Patents.

8. Secured Party's Rights As Secured Party. If an Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given to it by this Agreement, the Credit Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located or employed and, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole, or from time to time during the continuance of such Event of Default any part, of the Patents, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the balance of such proceeds towards payment of the Obligations. Notice of any sale or other disposition of the Patents shall be given to Debtor at least ten (10) calendar days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

9. Power of Attorney. If an Event of Default shall have occurred and be continuing, Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select in its exclusive discretion, as Debtor's true and lawful attorney-in-fact, with the power (a) to endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use and sell any inventions disclosed and claimed in the Patents, or (b) to grant or issue any exclusive or non-exclusive license under the Patents to any third person, or (c) necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of such power of attorney. This power of attorney shall be irrevocable for the life of this Agreement and be coupled with an interest.

10. Termination. At such time as Debtor shall completely satisfy all of the Obligations and all other liabilities of Debtor to Secured Party under the Credit Agreement and the other Loan Documents, Secured Party shall execute and deliver to Debtor, at Debtor's sole cost and expense, all deeds, assignments and other instruments as may be necessary or proper to terminate the liens and security interests granted hereby and to re-vest in Debtor the full unencumbered title to the Patents, subject to any disposition thereof which may have been made by Secured Party in accordance with the provisions hereof.

11. Fees and Expenses of Secured Party. If an Event of Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and legal expenses, incurred by Secured Party in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Protection of Patents.

(a) Subject only to the first proviso of Section 7 hereof, Debtor shall take all actions reasonably necessary to protect and defend the Patents and shall institute such proceedings to enforce the Patents and any licenses thereunder as it, in its reasonable business judgment, deems appropriate. Secured Party shall, upon the reasonable request of Debtor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in connection therewith.

(b) If an Event of Default shall have occurred and be continuing, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and any license thereunder, in which event Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement, and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Paragraph 12.

13. No Waiver. No course of dealing between Debtor and Secured Party nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement or the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

14. Cumulative Rights. All of Secured Party's rights and remedies with respect to the Patents, whether established hereby, by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Paragraph 5 hereof.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

19. JUDICIAL PROCEEDINGS. EACH PARTY TO THIS AGREEMENT AGREES THAT ANY SUIT, ACTION, OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY ANY PARTY HERETO OR ANY SUCCESSOR OR ASSIGN OF ANY PARTY, ON OR WITH RESPECT TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, DEBTOR WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. DEBTOR ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT SECURED PARTY WOULD NOT EXTEND CREDIT TO DEBTOR IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.

20. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

UNICEL ARCHITECTURAL INC.

By: *Shawn Ely* c/s
Name: SHAWN ELY
Title: DIRECTOR

GE CANADA EQUIPMENT FINANCING G.P.

By: _____
Duly Authorized Signatory

PATENT SECURITY AGREEMENT
RE UNICEL

PATENT
REEL: 015642 FRAME: 0405

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

UNICEL ARCHITECTURAL INC.

By: _____ c/s
Name:
Title:

GE CANADA EQUIPMENT FINANCING G.P.

By:  _____
Duly Authorized Signatory

PATENT SECURITY AGREEMENT
RE UNICEL

SCHEDULE A
TO THE
PATENT SECURITY AGREEMENT
DATED JUNE 23, 2004

IN FAVOR OF
GE CANADA EQUIPMENT FINANCING G.P.

LIST OF PATENT REGISTRATIONS AND PATENT APPLICATIONS

	Patent Number	Issuance Date	Title of Application
1.	07/210551/4860492	August 29, 1989	Louvered blind structure, more particularly for double-glazed sealed window unit.
2.	08/556649/5600920	February 11, 1997	Motorized louver blind structure in a double glazed window unit and method of assembling the blind structure.