

08-23-2006



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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)**

Coldmatic Building Systems Corporation

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) July 29, 2005

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Royal Bank of Canada

Internal Address: \_\_\_\_\_

Street Address: 200 Bay Street

12th Floor, South Tower

City: Toronto

State: Ontario

Country: Canada Zip: M5J 2W7

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

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

08/22/2006 MJAMA1 00000040 503326 5425210

01 FC:8021  
(40.00 DA)

B. Patent No.(s)

5425210

Additional numbers attached? ☐ Yes ☒ No

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

Name: Anthea M. des Etages

Internal Address: \_\_\_\_\_

Street Address: Moses & Singer LLP

405 Lexington Avenue

City: New York

State: New York Zip: 10174-1299

Phone Number: 212-554-7836

Fax Number: 212-554-7700

Email Address: adesetages@mosessinger.com

**6. Total number of applications and patents involved:** One

**7. Total fee** (37 CFR 1.21(h) & 3.41) \$ 40.00

☐ 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 50-3326

Authorized User Name Cathy Frankel

**9. Signature:**

Anthea M. des Etages  
Signature

August 9, 2006

Date

Anthea M. des Etages  
Name of Person Signing

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

19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## GENERAL SECURITY AGREEMENT

### 1. SECURITY INTEREST

(a) For value received, Coldmatic Building Systems Corp. (the "**Debtor**") hereby assigns, conveys, mortgages, pledges and transfers by way of security to the Agent, on behalf and for the rateable benefit of itself and each of the Lenders in accordance with the Credit Agreement, and grants to the Agent, as continuing security for the payment of the Indebtedness and the performance of the Debtor's obligations under or in connection with the Guarantee and the other Documents, a security interest (the "**Security Interest**") in the undertaking of the Debtor and in all of the Debtor's present and after acquired personal property (subject to the terms of clause 1(b) hereof) including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:

- (i) 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 Debtor 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;
- (ii) all Equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including 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 Debtor ("**Debts**");
- (iv) all deeds, documents, writings, papers, ledgers, books of account and 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;
- (v) all contractual rights, insurance claims and all goodwill;

- (vi) all patents, industrial designs, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software, all customer and supplier lists, including, without limitation, to the extent of the Debtor's interest therein, those listed on Schedule "A" now or hereafter annexed hereto;
- (vii) all trade-marks and trade names, registered and unregistered, including, without limitation, to the extent of the Debtor's interest therein:
  - (1) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles and other source or business identifiers,
  - (2) all fictitious characters,
  - (3) all prints and labels on which any of the foregoing have appeared or appear or shall appear,
  - (4) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or any similar office in any country in the world and all records thereof and all reissues, extensions, or renewals thereof, and
  - (5) all common law and other rights in the above,including, without limitation, those listed on Schedule "B" now or hereafter annexed hereto (the "**Trade-marks**");
- (viii) all databases in whatever form and on whatever medium those databases are expressed, fixed, embodied or stored from time to time, and the copyright therein including the media upon or in which such databases are stored (the "**Data**");
- (ix) all of the Debtor's interest in the intellectual property described in clauses 1(a)(vi), 1(a)(vii) and 1(a)(viii) above and all other intellectual and industrial property, and any registrations and applications for registration of any of the foregoing including, without limitation, all contractual rights, securities, instruments and other rights and benefits relating to such property;
- (x) all personal property described in Schedule "C" or any schedule now or hereafter annexed hereto; and

- (xi) without limiting the generality of the foregoing, all personal property of the Debtor now or hereafter located on or about or in transit to or from the locations set out in Schedule 2.1(11) of the Credit Agreement and in transit to or from the customers of the Debtor,

and in all proceeds of the foregoing and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called the "Collateral").

(b) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include:

- (i) the last day of any term of years reserved by any lease or any extension or renewal thereof, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, but the Debtor shall stand possessed of the reversion remaining in the Debtor of any leasehold interest for the time being demised as aforesaid, upon trust to assign and dispose thereof as the Agent shall direct upon the occurrence of an Event of Default that is continuing; and upon any enforcement of the Security Interest or sale of the leasehold interest, or any part thereof, the Agent for the purpose of vesting the aforesaid reversion of any such term or any renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or other writing to appoint such purchaser or purchasers or any other Person or Persons a new trustee or trustees of the aforesaid reversion of any such term or renewal thereof in the place of the Debtor and to vest the same accordingly in the new trustee or trustees so appointed, freed and discharged from any obligation respecting the same;
- (ii) the last day of the term of any license pursuant to which the Debtor has obtained rights or an option to acquire rights to use any copyright, Data, patent, Trade-mark, industrial design, confidential information or other intellectual or industrial property owned by a third party, but the Debtor shall stand possessed of that day in trust to assign and dispose of it as the Agent shall direct upon the occurrence of an Event of Default that is continuing;
- (iii) any agreement, right, franchise, license or permit to which the Debtor is a party or of which the Debtor has the benefit, to the extent only that the creation of the Security Interest therein would constitute a breach of the terms of, or permit any Person to terminate, such agreement, right, franchise, license or permit (the "Excluded Rights"); provided always that in such circumstances, unless otherwise prohibited by applicable law or by the terms of such Excluded Rights, the Debtor shall hold its interest in and to the Excluded Rights in trust for the Agent and shall grant a security interest in and to such Excluded Rights to the Agent forthwith upon obtaining the consent of the other party or parties, as applicable, thereto, if any such consent is obtained; and

- (iv) the Debtor's grant of security in trade-marks (as defined in the *Trade-marks Act* (Canada)) under this General Security Agreement shall be limited to a grant by Debtor of a security interest in all of Debtor's right, title and interest in such trade-marks.

(c) The terms "Chattel Paper", "Document of Title", "Goods", "Equipment", "Instrument", "Intangible", "Securities", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (Ontario), as amended from time to time, which Act, including all amendments thereto and any Act substituted therefor and all amendments thereto is herein referred to as the "P.P.S.A.". Notwithstanding any other provisions herein to the contrary, the term "Goods" when used herein shall not include "consumer goods" of the Debtor as that term is defined in the P.P.S.A. Subject to clause 1(b), the term "Collateral" when used herein shall include the Trade-marks, the Data and the licence agreements and any reference herein to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".

## 2. DEFINITIONS

In addition to the defined terms appearing above, capitalized terms defined in the Credit Agreement and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement and:

- (a) **Agent** means Royal Bank of Canada, in its capacity as agent for and on behalf of itself and each of the Lenders, and its successors and assigns.
- (b) **Borrower** means Coldmatic Refrigeration Products Corp.
- (c) **Credit Agreement** means the credit agreement dated as of the date hereof among, *inter alia*, the Borrower, the Debtor and Coldmatic Products International, LLC, as Guarantors, each of the financial institutions and other entities from time to time party thereto as Lenders and the Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time and, if replaced, any such replacement.
- (d) **Guarantee** means the guarantee and postponement of claim dated as of the date hereof given by the Debtor in favour of the Agent, guaranteeing payment of the obligations, indebtedness and liabilities owing by the Borrower to each of the Secured Parties under the Credit Agreement and any other Documents, all as more particularly set out in the Guarantee, as amended, restated, supplemented or otherwise modified from time to time and, if replaced, any such replacement.
- (e) **Indebtedness** means any and all obligations, indebtedness and liabilities (including interest thereon) of the Debtor to each of the Secured Parties, whether present or future, direct or indirect, absolute or contingent, matured or not, accelerated or not, extended or renewed, wheresoever and howsoever incurred, 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 Debtor is bound alone or with another or others, and whether as principal or surety, arising or incurred under or in connection with or by virtue of the Credit Agreement, the Guarantee, this General Security Agreement and/or any of the other Documents.

(f) *Secured Parties* means, collectively, the Agent and the Lenders.

### 3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of the Indebtedness. If the Security Interest in the Collateral is not sufficient, upon the occurrence of an Event of Default and the exercise by the Agent of its rights and remedies under this General Security Agreement, to satisfy all Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Agent shall be entitled to pursue full payment thereof.

### 4. CONTINUED LIABILITY

Notwithstanding anything herein to the contrary:

(a) Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all its duties and obligations thereunder to the same extent as if this General Security Agreement had not been executed;

(b) the exercise by the Agent of any of the rights or remedies hereunder shall not release Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral; and

(c) neither the Agent nor any Lender shall have any obligation or liability under the contracts and agreements included in the Collateral by reason of this General Security Agreement, nor shall the Agent or any Lender be required or obligated in any manner to perform or fulfill any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

### 5. COVENANTS OF THE DEBTOR

So long as this General Security Agreement remains in effect, the Debtor covenants and agrees with the Agent and each of the Lenders:

(a) to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by the Agent of or with respect to the Collateral in order to give effect to this General Security Agreement and to pay all reasonable costs for searches and filings in connection therewith; and

(b) to deliver to the Agent from time to time promptly upon request any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the

Collateral for the purpose of protecting the Security Interest of the Agent in any such Documents of Title, Instruments, Securities or Chattel Paper.

## 6. USE AND VERIFICATION OF THE COLLATERAL

Subject to compliance with the Debtor's covenants contained in this General Security Agreement, the Debtor may, until the occurrence of an Event of Default which is continuing, possess, operate, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof, of the Credit Agreement and of the Guarantee.

## 7. SECURITIES

- (a) Until the occurrence of an Event of Default which is continuing, the Debtor may:
  - (i) exercise all rights to vote and all rights of conversion or retraction and all other rights with respect to the Securities; and
  - (ii) receive all notices or other communications delivered in respect of the Securities.

The Agent grants the Debtor its proxy to the extent required to exercise the foregoing rights and powers.

(b) Upon the occurrence of an Event of Default which is continuing, the Debtor waives all rights to receive any notices or communications delivered in respect of any Securities and agrees that any proxy issued by the Agent to the Debtor or its order in respect of any Securities is automatically revoked and shall thereafter be ineffective. Upon the occurrence of an Event of Default which is continuing, the Agent may but shall not be bound or required to:

- (i) exercise any option or right which the holder of any of the Securities may at any time have, and any advance made for such purpose shall be added to the Indebtedness and all the provisions hereof shall apply thereto;
- (ii) subject to taking the actions contemplated by clause (iv) below, vote all or any of the Securities at any meeting whether special or general at which the holder of such Securities is entitled to vote and give and grant to such Person or Persons as it designates power to vote such Securities as its proxy;
- (iii) sign on behalf of and as agent for the Debtor such income tax ownership certificates as may be required with respect to any such Securities;
- (iv) transfer any Securities forming part of the Collateral or any part thereof into the Agent's name or that of its nominee(s) so that the Agent or its nominee(s) may appear of record as the sole owner thereof; and

- (v) forthwith, without any notice, demand, advertisement, or any other formality (except as required by applicable law), all of which are hereby waived to the extent possible under applicable law, sell the Securities or any of them on any recognized exchange dealing in such securities or by public or private sale, and enforce payment and realize upon the Securities as fully and effectually as if the Agent were absolute owner thereof.

## 8. COLLECTION OF DEBTS

Upon the occurrence of an Event of Default which is continuing, the Agent may notify all or any parties obligated to pay Debt to the Debtor (the "Account Debtors") of the Security Interest and may also direct such Account Debtors to make all payments on the Collateral to the Agent. The Debtor acknowledges that any payments on or other proceeds of the Collateral received by the Debtor from Account Debtors upon the occurrence of an Event of Default which is continuing, whether before or after notification of this Security Interest to Account Debtors, shall be received and held by the Debtor in trust for the Agent and shall, at the request of the Agent, be paid over to the Agent.

## 9. INCOME FROM AND INTEREST ON THE COLLATERAL

(a) Until the occurrence of an Event of Default which is continuing, the Debtor reserves the right to receive any Money constituting income from or interest on the Collateral and if the Agent receives any such Money prior to the occurrence of an Event of Default which is continuing, the Agent shall either (i) cause the same to be credited against all or any part of the Indebtedness, or (ii) pay the same promptly to the Debtor.

(b) Upon the occurrence of an Event of Default which is continuing, the Debtor will not request or receive any Money constituting income from or interest on the Collateral and if the Debtor receives any such Money upon the occurrence of an Event of Default which is continuing, the Debtor shall (i) pay the same promptly to the Agent on behalf and for the rateable benefit of the Secured Parties, and (ii) hold the same in trust for the Agent on behalf and for the rateable benefit of the Secured Parties until such payment has been made.

## 10. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Upon the occurrence of an Event of Default which is continuing, the Debtor authorizes the Agent and the other Secured Parties:

- (i) to receive any increase in or profits on the Collateral (other than Money) and to hold the same as part of the Collateral. Money so received shall be treated as income for the purposes of clause 9 hereof and dealt with accordingly; and
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of the Collateral, and to

surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of the Collateral.

(b) Upon the occurrence of an Event of Default which is continuing, if the Debtor receives from the Collateral any such increase or profits (other than Money) or payments or distributions, the Debtor shall (i) deliver the same promptly to the Agent to be held or otherwise dealt with by the Agent as herein provided, and (ii) hold the same in trust for the Agent on behalf and for the rateable benefit of the Secured Parties until such delivery has been made.

## 11. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., the Credit Agreement, and the Guarantee, all Money collected or received by the Agent pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in accordance with the provisions of the Credit Agreement, without prejudice to the liability of the Debtor or the rights of the Agent hereunder, and any surplus shall be accounted for as required by applicable law.

## 12. REMEDIES

(a) Upon the occurrence of an Event of Default which is continuing, in addition to any other right, power or remedy available to the Agent, whether at law or in equity, the Agent may (i) appoint or reappoint by an instrument in writing, any Person or Persons, whether an officer or officers or an employee or employees of the Agent or not, to be a receiver or receiver and manager (hereinafter called the "Receiver", which term when used herein shall also include a receiver, receiver and manager and interim receiver appointed by court order under any applicable laws) of all or any part of the Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint others in its stead; and (ii) bring a proceeding in any court of competent jurisdiction for the appointment of one or more Receivers under any applicable law. The Agent may, at any time, from time to time, terminate any receivership appointment pursuant to sub-clause (i) immediately above by notice in writing to the Debtor and to any Receiver. Any such Receiver shall, so far as concerns responsibility for its acts, be deemed the agent of the Debtor and not of the Agent or any of the other Secured Parties, and neither the Agent nor any of the other Secured Parties shall be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, its servants, agents or employees or for the appointment of such Receiver. Subject to the provisions of the instrument appointing it, any such Receiver shall have full power and unlimited authority to take possession of the Collateral or any part thereof, to preserve the Collateral or any part thereof or its value, to complete work in progress and convert raw materials and work in progress into finished goods, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral. To facilitate the foregoing powers, any such Receiver may, with the consent in writing of the Agent, to the exclusion of and without the let, suit, hindrance, interruption or denial of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situate, maintain the Collateral upon such premises, borrow money on a secured or unsecured basis for the purposes of

maintaining, protecting or preserving the Collateral or any part thereof or for the purpose of carrying on business of the Debtor, and use the Collateral directly in carrying on the Debtor's business or as security for loans or advances to enable the Receiver to carry on the Debtor's business or otherwise, as such Receiver shall, in its discretion, determine and any such Receiver may, without the payment or any compensation of any kind, use all patents, Trade-marks, copyrights and other intellectual property of any kind relating to Inventory, whether or not included in Collateral, to the extent of the rights of the Debtor therein, and to the extent such use would not contravene the provisions of any agreement relating to such patent, Trade-mark, copyright or other intellectual property of any kind to which the Debtor is a party, for the purpose of exercising any right, remedy or power of the Receiver pursuant to or arising as a result of this General Security Agreement and, to such extent and for such purpose, the Debtor irrevocably grants the Agent a non-exclusive license in all such patents, Trade-marks, copyrights and other intellectual property, subject to any limitation on the Debtor's ability to grant such non-exclusive license and to any restrictions or prohibitions of any of the Debtor's then existing licensing arrangements, such license to take effect and be effective upon the occurrence of an Event of Default which is continuing. Except as may be otherwise directed by the Agent, all monies received from time to time by such Receiver in carrying out its appointment shall be received in trust for and paid over to the Agent. Every such Receiver may, in the discretion of the Agent, be vested with all or any of the rights and powers of the Agent.

(b) Upon the occurrence of an Event of Default which is continuing, the Agent 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 clause 12(a).

(c) Upon the occurrence of an Event of Default which is continuing, the Agent may, either directly or through its agents or nominees, take possession of, collect, demand, sue on, enforce, recover and receive the Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon the occurrence of an Event of Default which is continuing and subject to applicable law, the Agent may sell or otherwise dispose of all or any part of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Agent may seem reasonable. The Debtor hereby appoints the Agent and any Receiver appointed by it as its attorney, with effect upon the occurrence of an Event of Default which is continuing, to accept surrenders, terminate leases, enter into and execute any bill of sale, transfer, lease or other document under its seal or under the seal of the Receiver, with the same effect as if signed by the Debtor under its seal.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Debtor and the Agent and in addition to any other rights the Agent may have at law or in equity, the Agent shall have, both before and after the occurrence of an Event of Default which is continuing, all rights, powers and remedies of a secured party under the P.P.S.A.; provided always that the Agent shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, concur in leasing or otherwise dispose of all or any part of the Collateral or to institute any proceedings for such purposes. Furthermore, the Agent shall not have any obligation to keep the Collateral identifiable or 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 Agent's possession and shall not be liable or accountable for failure to do so.

(e) The Debtor acknowledges that the Agent or any Receiver appointed by it may, upon the occurrence of an Event of Default which is continuing, take possession of the Collateral wherever it may be located and by any method permitted by law and, in such event, the Debtor agrees upon request from the Agent or any such Receiver to assemble and deliver possession of the Collateral at such place or places as directed.

(f) Subject to applicable law, no Receiver shall be liable to the Debtor to account for monies other than monies actually received by him in respect of the Collateral, or any part thereof.

(g) Save as to claims for accounting under clause 12(f) above, the Debtor hereby releases and discharges any such Receiver from every claim of every nature, whether sounding in damages or not which may arise or be caused to the Debtor or any person claiming through or under him by reason or as a result of anything done by such receiver unless such claim be the result of gross negligence, wilful misconduct, dishonesty or fraud.

(h) The Agent will give the Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made, as may be required by the P.P.S.A. or similar legislation of the jurisdiction in which the Collateral may be situate, as applicable.

(i) Upon the occurrence of an Event of Default which is continuing, the Debtor shall, at the request of the Agent,

(i) assign or license the intellectual property to whomever the Agent directs, including to the Agent, and

(ii) shall take such further action as may be necessary to evidence and effect an assignment or licensing of the intellectual property to the Agent or any other party that the Agent may direct.

The Debtor appoints any director or officer of the Agent to be its attorney, with effect upon the occurrence of an Event of Default which is continuing, in accordance with the *Powers of Attorney Act* (Ontario) with full power of substitution to do on the Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of, the intellectual property. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

### 13. MISCELLANEOUS

(a) The Debtor hereby authorizes the Agent to file such financing statements, financing change statements and other documents and do such acts, matters and things as the Agent may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to

protect and preserve the Collateral and, upon the occurrence of an Event of Default which is continuing, to realize upon the Security Interest and the Debtor hereby irrevocably constitutes and appoints any director or officer of the Agent the true and lawful attorney of the Debtor, with full power of substitution, with effect upon the occurrence of an Event of Default which is continuing, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.

(b) The Agent 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 Debtor, debtors of the Debtor, sureties and others and with the Collateral and any other security as the Agent may see fit without prejudice to the liability of the Debtor or the Agent's right to hold and realize the Security Interest. Furthermore, upon the occurrence of an Event of Default which is continuing, the Agent may demand, collect and sue on the Collateral in either the Debtor's or the Agent's name, at the Agent's option, and may endorse the Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting the Collateral.

(c) No delay or omission by the Agent or any of the Lenders in exercising any right, power or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right, power or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Furthermore, the Agent may remedy any Default or Event of Default by the Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the Default or Event of Default remedied and without waiving any other prior or subsequent Default or Event of Default by the Debtor. All rights, powers and remedies of the Agent granted or recognized herein are cumulative and may be exercised in accordance with the terms hereof at any time and from time to time independently or in combination.

(d) The Debtor waives protest of any Instrument constituting the Collateral at any time held by the Agent on which the Debtor is in any way liable and, subject to clause 12(h) hereof, notice of any other action taken by the Agent.

(e) This General Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns under the Credit Agreement. In any action brought by an assignee of this General Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against any of the Secured Parties.

(f) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this General Security Agreement shall be made except by a written agreement, executed by the Debtor and the Agent and no waiver of any provision hereof shall be effective unless in writing and executed by the Agent.

(g) Subject to the requirements of clause 12(h) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be given in the manner provided for in the Credit Agreement.

(h) This General Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by or for the benefit of the Agent, any of the other Secured Parties or any other Person and is intended to be a continuing General Security Agreement and shall remain in full force and effect until all Indebtedness shall be paid or satisfied in full and, except for the provisions of the Credit Agreement which by their terms survive termination of the Credit Agreement, the Credit Agreement is terminated.

(i) The headings used in this General Security Agreement are for convenience only and are not to be considered a part of this General Security Agreement and do not in any way limit or amplify the terms and provisions of this General Security Agreement.

(j) 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.

(k) In the event that any provision of this General Security 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 General Security Agreement shall remain in full force and effect.

(l) In the event that any provision of this General Security Agreement, as amended from time to time, conflicts with or contravenes any term or provision of the Credit Agreement or the Guarantee, such term or provision of the Credit Agreement or the Guarantee, as the case may be, shall prevail.

(m) Nothing herein contained shall in any way obligate the Agent or any of the Lenders to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(n) The Security Interest created hereby is intended to attach to the Debtor's existing property when this General Security Agreement is signed by the Debtor and delivered to the Agent and is intended to attach to the Debtor's after-acquired property at the time that the Debtor acquires rights in such after acquired property.

(o) The Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby,

(i) shall extend to the "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

- (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company at the time of amalgamation and any "Indebtedness" of the amalgamated company thereafter arising. The Security Interest shall attach to the "Collateral" owned by each company amalgamating with the Debtor, 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.

(p) It is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan) or any provision thereof, shall have no application to this General Security Agreement or any agreement or instrument amending, renewing or extending, or collateral to this General Security Agreement or the rights, powers or remedies of any other Person hereunder, or any agreement or instrument amending, renewing or extending, or collateral to this General Security Agreement.

(q) This General Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein as the same may from time to time be in effect, including, where applicable, the P.P.S.A. The Debtor and the Agent irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and of Canada sitting in Ontario in any action or proceeding arising out of or relating to this General Security Agreement. The Debtor and the Agent irrevocably waive, to the fullest extent possible, the defence of an inconvenient forum.

(r) This General Security Agreement may be executed in any number of counterparts which shall, collectively and separately constitute one agreement.

(s) Any party may deliver an executed copy of this General Security Agreement by facsimile which shall be deemed to be an original.

#### **14. COPY OF AGREEMENT AND FINANCING STATEMENT**

(a) The Debtor hereby acknowledges receipt of a copy of this General Security Agreement.

(b) To the maximum extent permitted by law, the Debtor waives the Debtor's right to receive a copy of any financing statement or financing change statement registered on or prior to the date hereof, by or on behalf of the Agent, or of any verification statement with respect to any financing statement or financing change statement registered on or prior to the date hereof, by or on behalf of the Agent.

**15. DEBTOR ADDRESS**

The Debtor represents and warrants that the following information is accurate:

| NAME OF BUSINESS DEBTOR – COLDMATIC BUILDING SYSTEMS CORP.                                      |                     |                         |                            |
|-------------------------------------------------------------------------------------------------|---------------------|-------------------------|----------------------------|
| ADDRESS OF THE CHIEF<br>EXECUTIVE OFFICE<br>following the Acquisition:<br><br>8500 Keele Street | CITY<br><br>Concord | PROVINCE<br><br>Ontario | POSTAL CODE<br><br>L4K 2A6 |

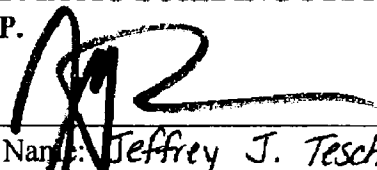
**16. AGENT ADDRESS**

|                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Royal Bank of Canada<br>200 Bay Street<br>12 <sup>th</sup> Floor, South Tower<br>Toronto, Ontario<br>M5J 2W7<br><br>Attention:     Manager - Agency<br>Fax:            416-842-4023 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Debtor has executed this General Security Agreement as of the 29<sup>th</sup> day of July, 2005.

COLDMATIC BUILDING SYSTEMS  
CORP.

By: 

Name: Jeffrey J. Teschke

Title: Vice-President and Secretary

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/we have the authority to bind the corporation.

**SCHEDULE "A"****PATENTS, INDUSTRIAL DESIGNS, TRADE SECRETS**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <p>United States Patent 5425210 – Insulated panel – <b>OWNER CRC LIMITED PARTNERSHIP</b> –</p> <p>Abstract: Common problems with composite panels of the foam core and metal facing type include water infiltration, failure to survive fire testing, and fragility. A relatively simple panel which affords a solution to the above-mentioned problems includes a foam core with inner and outer metal facings thereon, a pair of spaced apart projections extending longitudinally of one side of the core defining male connectors, a pair of longitudinally extending, spaced apart grooves in the other side of the core defining female connectors for receiving the projections, the inner and outer facings terminating in the areas between the connectors so that there is core to core and metal to metal contact when panels are interconnected, a recess in an outer corner of the male connector side of the core, and a flange on the other side of the panel, whereby, when panels are interconnected side edge to side edge, the flange overlaps the recess leaving an expansion gap for fasteners, which are covered by the flange. Panels can be assembled to extend horizontally, in which case the bottom edge of the recess is inclined outwardly and downwardly to facilitate the escape of water from the gap.</p> <p>Issued on June 20, 1995</p> |
| 2. | <p><b>BUSINESS NAMES:</b></p> <ul style="list-style-type: none"> <li>▪ FOSTER REFRIGERATOR OF CANADA</li> <li>▪ FOSTER REFRIGERATOR OF CANADA / REFRIGERATEURS FOSTER DU CANADA</li> <li>▪ FOSTER REFRIGERATOR OF CANADA</li> <li>▪ REFRIGERATEURS FOSTER DU CANADA</li> <li>▪ COLDMATIC REFRIGERATION OF CANADA LTD.</li> <li>▪ CBC COLDMATIC BUILDING SYSTEMS</li> <li>▪ COLDMATIC BUILDING SYSTEMS</li> <li>▪ CLARK DOOR OF CANADA</li> <li>▪ CLARK DOOR COMPANY</li> <li>▪ CLARK DOOR CANADA</li> <li>▪ CLARK DOOR</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3. | <p><b>DOMAIN NAMES</b></p> <ul style="list-style-type: none"> <li>▪ www.foster.ca</li> <li>▪ www.fosterrefrigeration.com</li> <li>▪ www.foster-refrigeration.com</li> <li>▪ www.coldmatic.com</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4. | CONTRACT FOR CERTIFICATION SERVICES BY NSF INTERNATIONAL – DATED JULY 9, 2003.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5. | UNDERWRITERS LABORATORIES OF CANADA ACCEPTANCE FORM LETTER – FEBRUARY 21, 2003.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6. | UNDERWRITERS LABORATORIES OF CANADA SERVICES AGREEMENTS DATED FEB 21, 2003.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 7. | PRODUCT SERVICES AGREEMENTS – CANADIAN STANDARDS ASSOCIATION – DATED DECEMBER 17, 2002.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**SCHEDULE "B"****TRADE-MARKS**

| <b>Trade-Mark</b>                        | <b>Country</b> | <b>Registration Number</b> |
|------------------------------------------|----------------|----------------------------|
| ORYX                                     | CA             | TMA475636                  |
| ORYX AND DESIGN                          | CA             | N/A                        |
| ORYX FIXTURES. THE FUTURE<br>FRONTRUNNER | CA             | TMA475635                  |
| COLDSTREAM                               | CA             | UCA041743                  |
| COLDSTREAM & DESIGN                      | CA             | TMA113383                  |
| COLDTECH                                 | CA             | TMA284827                  |
| CLARK                                    | US             | 1172272                    |
| DURADOOR                                 | US             | 1114115                    |
| THERMADOOR                               | US             | 1055412                    |
| FOSTER                                   | CA             | TMA140969                  |
| FOSTER & DESIGN                          | CA             | TMA145455                  |
| COMMANDO                                 | CA             | 526951                     |

**SCHEDULE "C"**

**DESCRIPTION OF PROPERTY**

Nil.