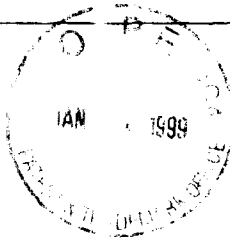


FORM PTO-1618A

Expires 06/30/99  
OMB 0651-0027

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U.S. Department of Commerce  
Patent and Trademark Office  
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RECORDATION FORM CO.  
**TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name CNC Global, Inc.

11 12 1998

Formerly Formerly, CNC Global Resources, Inc.

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name Canadian Imperial Bank of Commerce

DBA/KATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) BCE Place, 161 Bay Street

Address (line 2) Eighth Floor

Address (line 3) Toronto Ontario/Canada M5J 2S8  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other Chartered Bank
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Canada

01/28/1999 DNGUYEN 00000033 75452541

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01 FC:461  
02 FC:462

40.00 OP  
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**TRADEMARK**  
**REEL: 1844 FRAME: 0846**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75452541"/>	<input type="text" value="75452544"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75452542"/>	<input type="text" value="75535538"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75452543"/>	<input type="text" value="75535539"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Steven M. Taibl

1/13/99

Name of Person Signing

Signature

Date Signed

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

### Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

### Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment)

### Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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# TRADE-MARK SECURITY AGREEMENT

**THIS AGREEMENT** is made as of November 12, 1998 between **CNC GLOBAL, INC.** ("CNC Global") and **CANADIAN IMPERIAL BANK OF COMMERCE** ("CIBC"), as agent.

## **WHEREAS:**

- A.** CNC Global Limited (the "Borrower") is, or may become, indebted or liable to the Agent and the Lenders pursuant to a credit agreement dated as of November 12, 1998 among the Borrower, the Agent and the Lenders (as hereinafter defined) (as such credit agreement may be amended, varied, supplemented, restated, revised or replaced at any time and from time to time, the "Credit Agreement");
- B.** CIBC (in its capacity as agent under the Credit Agreement, being hereinafter referred to as the "Agent") has agreed to act as agent for the Lenders under and in respect of the Credit Agreement;
- C.** To secure the due payment and performance of the Liabilities (as hereinafter defined), CNC Global and the Agent, for and on its own behalf as Agent and on behalf of each of the Lenders, have entered into a general security agreement dated as of November 12, 1998 (as such general security agreement may be amended, varied, supplemented, restated, revised or replaced at any time and from time to time, the "General Security Agreement"); and
- D.** As additional security for the due payment and performance of the Liabilities, CNC Global has agreed to pledge, mortgage, hypothecate and grant a security interest in all of its right, title, interest and benefit in, to, under and in respect of the Trade-mark Collateral (as hereinafter defined) to the Agent, for and on its own behalf as Agent and on behalf of each of the Lenders, on the terms and conditions set forth below (the Agent, in its capacity as such, and the Lenders being hereinafter collectively referred to as the "Creditors" and the Agent, in its capacity as such, and each Lender being hereinafter individually referred to as a "Creditor").

**NOW THEREFORE THIS AGREEMENT WITNESSES** that for good and valuable consideration (the receipt and adequacy of which is hereby acknowledged by CNC Global) CNC Global covenants, agrees and declares in favour of the Agent, as agent for the Lenders, as follows:

## **Article One- Interpretation**

**1.1** **Definitions.** In this Agreement and any Schedule hereto, unless there is something in the subject matter or text inconsistent therewith or unless the context otherwise specifies or requires, capitalized terms shall have the meanings ascribed to such terms in the Credit Agreement and, in addition:

“Agent” has the meaning specified in recital B to this Agreement, and shall include all successors and permitted assigns of the Agent;

“Agreement” means this Agreement, including the Schedules, as the same may be amended, varied, supplemented, restated, renewed or replaced at any time and from time to time;

“Borrower” means CNC Global Limited and shall include all successors and assigns of the Borrower;

“Credit Agreement” has the meaning specified in recital A to this Agreement;

“Creditor” and “Creditors” have the meanings specified in recital D to this Agreement, and shall include all successors and assigns of each Creditor;

“General Security Agreement” has the meaning specified in recital C to this Agreement;

“Lenders” means the Lenders as such term is defined in the Credit Agreement,

“Liabilities” means all present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Borrower to the Agent and the Lenders or any one or more of them and wheresoever and howsoever incurred and any unpaid balance thereof; and

“Trade-mark Collateral” and “Trade-mark” have the meanings specified in Section 2.1 of this Agreement.

**1.2** Interpretation Not Affected by Headings, Etc. Grammatical variations of any terms defined herein have similar meanings; words (including defined terms) importing the singular shall include the plural and vice versa; and words importing gender shall include the masculine, feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**1.3** Severability. If any covenant, obligation or agreement contained in this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, obligation and agreement contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

**1.4** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

**1.5**            **Binding on Successors, etc.** This Agreement and everything herein contained shall enure to the benefit of each Creditor and each Creditor's successors and assigns and shall be binding upon the Borrower and its successors and permitted assigns. CNC Global may not assign any of its rights and obligations under this Agreement without the prior written consent of the Agent.

## **Article Two - Security, etc.**

**2.1**            **Security.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due payment and performance of all of the Liabilities of the Borrower, CNC Global does hereby pledge, mortgage and hypothecate to and in favour of the Agent, for and on its own behalf as Agent and on behalf of each of the Lenders, and grants to the Agent, for and on its own behalf as Agent and on behalf of each of the Lenders, a security interest in all of its world-wide right, title and interest in and in respect of the following property (the "**Trade-mark Collateral**"), whether now existing, owned or used or hereafter existing, owned, acquired, adopted or used:

- (a) all trade-marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos and other forms of business identifiers, and all prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being hereinafter individually referred to as a "**Trade-mark**" and collectively referred to as the "**Trade-marks**"), all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Trade-marks Office or in any office or agency of the United States of America or any foreign country, including those referred to in Item 1 of Schedule A hereto and all reissues, extensions or renewals thereof,
- (b) all Trade-mark licenses and other agreements providing CNC Global with the right to use any items of the type described in clause (a), including each Trade-mark licence referred to in Item 2 of Schedule A hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by, any Trade-mark described in clause (a),
- (d) the right to sue third parties for past, present and future infringements of any Trade-mark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by CNC Global against third parties for past, present or future infringement or dilution of any Trade-mark, Trade-mark registration or Trade-mark licence, including any Trade-mark, Trade-mark registration or Trade-mark licence referred to in Item 1 and Item 2 of Schedule A hereto, or for any injury to the

goodwill associated with the use of any such Trade-mark or for breach or enforcement of any Trade-mark licence and all rights corresponding thereto throughout the world.

**2.2**            **Agreement for Security Purposes.** This Agreement has been executed and delivered by CNC Global for the purpose of recording the security interests of the Agent, as agent for the Lenders, in the Trade-mark Collateral relating to the Trade-marks registered or pending in Canada and referred to in Item I to Schedule A with the Canadian Trade-marks Office and recording the security interests of the Agent, as agent for the Lenders, in the Trade Mark Collateral relating to the Trade-marks registered or pending in the United States and referred to in Item I to Schedule A with the United States Department of Commerce Patent and Trade Marks Office, in each case to the extent such security interests may be so recorded therein. The security interests granted hereby have been granted as a supplement to, and not in limitation of, the security interests granted to the Agent, as agent for the Lenders, under the General Security Agreement. The General Security Agreement (and all rights and remedies of the Agent, as agent for the Lenders, thereunder) shall remain in full force and effect in accordance with its terms.

### **Article Three - General**

**3.1**            **Power of Attorney.** Upon the occurrence and during the continuance of an Event of Default, CNC Global hereby irrevocably constitutes and appoints the Agent and any officer or agent of the Agent, with full power of substitution from time to time, as CNC Global's true and lawful attorney-in-fact, to do on CNC Global's behalf anything which can lawfully be done by an attorney in connection with the security interest granted herein and, without limitation, to execute and do any assignments, transfers, registrations, agreements, licenses, assurances and things which CNC Global ought to execute and do, and has not executed and done, under the covenants and provisions contained in this Agreement or the General Security Agreement and to use the name of CNC Global in the exercise of all or any of the powers hereby conferred on the Agent and CNC Global declares this to be a general power of attorney in the widest respect. This power of attorney shall not be revoked or terminated by any act or instrument other than the termination of this Agreement in accordance with Section 3.2.

**3.2**            **Termination of this Agreement.** Upon payment and performance in full of all of the Liabilities, termination of all rights of the Borrower to receive any additional credit from any Creditor and fulfilment by the Borrower of all of its obligations to each Creditor with respect to the Liabilities, this Agreement shall be and become fully ended and terminated and all right, title, estate and interest in and in respect of the Trade-mark Collateral pledged, mortgaged, hypothecated and secured by CNC Global hereunder shall be released and all covenants and agreements of CNC Global hereunder shall be at an end and the Agent shall forthwith, upon the written request of CNC Global and at the expense of CNC Global, execute such instruments and other documents and give such notifications or assurances as may be necessary to fully release, cancel and discharge this Agreement in the circumstances.

**3.3** **Rights and Remedies Cumulative.** The rights or remedies given to the Agent, as agent for the Lenders, hereunder shall be cumulative of and not substituted for any rights or remedies to which any Creditor may be entitled under the Credit Agreement, the General Security Agreement, the Security Documents, or any other agreement or security provided to any Creditor with respect to the Liabilities or under statute or at law and may be exercised whether or not any Creditor has pursued or is then pursuing any other such rights and remedies. Without limitation, CNC Global hereby acknowledges and affirms that the rights and remedies given to the Agent, as agent for the Lenders, with respect to the security interests in the Trade-mark Collateral granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**3.4** **Time of Essence.** Time shall be of the essence of this Agreement.

**3.5** **Notices.** Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be given in accordance with the Credit Agreement.

**3.6** **Waiver.** No consent or waiver, express or implied, by any Creditor to or of any breach or default by CNC Global in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by CNC Global hereunder. Failure on the part of any Creditor to complain of any act or failure to act of the Borrower or to declare the Borrower in default, irrespective of how long such failure continues, shall not, by itself constitute a waiver by the Agent, on behalf of the Lenders, (of any of them) of the Agent's rights, on behalf of the Lenders, hereunder.


**3.7** **Amendments.** This Agreement may not be modified or amended except with the written consent of the Borrower and the Agent.



**IN WITNESS WHEREOF** each of the parties hereto has duly executed this Agreement as of the day and year first written above.

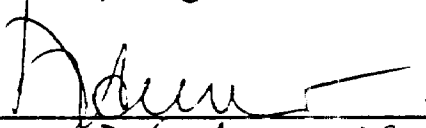
**CNC GLOBAL, INC.**

By:  
Name:  
Title

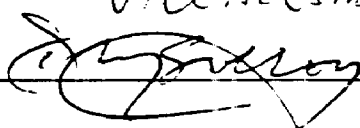
  
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**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Agent**

By:  
Name:  
Title

  
\_\_\_\_\_ *D.E. ACCETTA*  
*VICE PRESIDENT*

By:  
Name:  
Title

  
\_\_\_\_\_