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04-10-2000

U.S. Department of Commerce
Patent and Trademark Office



101313758

To the Honorable Commissioner of Patents and Trade

original documents or copy thereof.

1. Name of conveying party(ies):

Canadian General-Tower Limited

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- Canada
- Other _____

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

2. Name and Address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce

Address: Commerce Court West, 3rd Floor
Toronto, Ontario
M5L 1A2, Canada

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: November 30, 1998

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,734,826; 1,181,240

Additional numbers attached? Yes No

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

Midge M. Hyman, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

- Enclosed
- Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

(Attach duplicate copy of this page if paying by deposit account)

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01 FC:481
02 FC:482

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25.00 00

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Midge M. Hyman
Name of Person Signing

Midge M. Hyman
Signature

3/1/00
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of November 30, 1998, between CANADIAN GENERAL-TOWER LIMITED, a corporation existing under the laws of Ontario (the "Grantor"), and CANADIAN IMPERIAL BANK OF COMMERCE, as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent"), whose address is Commerce Court West, 3rd Floor, Toronto, Ontario M5L 1A2, for the benefit of the Agent and each of the Lenders (the Agent and the Lenders being referred to collectively as the "Secured Parties");

WITNESSETH:

WHEREAS the Grantor has executed and delivered a General Security Agreement, dated as of the date hereof (together with all amendments, supplements, restatements, replacements and other modifications, if any, from time to time made thereto, the "Security Agreement");

AND WHEREAS the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations; and

AND WHEREAS the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE for good and valuable consideration the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of each of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations, the Grantor does hereby mortgage, pledge, hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and for the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, 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 collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, 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 Trademarks Office or in any office or agency of Canada or any Province thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto and all reissues, extensions or renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items described in clause (a), including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the Canadian Trademark Office and the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of each of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the 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.

IN WITNESS WHEREOF the Grantor hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

CANADIAN GENERAL-TOWER LIMITED

Per:

Name:

Title:



Carol T. Banducin

Chief Financial Officer

Address: 52 Middleton Street
Cambridge, Ontario
N1R 5T6

Facsimile No.: (519) 740-3977

Attention: President

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date.</u>
See attached schedule	See attached schedule	See attached schedule	See attached schedule

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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CGT TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG #</u>	<u>REG. DATE</u>
Canada	Tower	TMA360451	1989-09-15
Canada	Color Track	TMA361329	1989-10-27
Canada	Geoliner	TMA384140	1991-05-10
United States	Geoliner	1734826	1992-11-24
Canada	Tower and Design	UCA038744	1950-30-12 renewed: 1995-30-12
Canada	∞ Character Infinity Design	TMA154219	1967-11-17
United States	Tower	1181240	1981-12-08