

MRD

11/30/00

12-01-2000

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



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

101534545

RECEIVED  
11/30/00

### RECORDATION FORM COVER SHEET 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  Effective Date  
Month Day Year
- Change of Name
- Other

#### 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

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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 Assignment.)

12/01/2000 DNGUYEN 00000042 76007128  
01 FC=481 40.00 OP  
02 FC=482 375.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002184 FRAME: 0813

**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)

**RETURN TO:**  
**FEDERAL RESEARCH CORP.**  
**400 SEVENTH STREET NW**  
**SUITE 101**  
**WASHINGTON DC 20004**

**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="76007128"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2280958"/>	<input type="text" value="2280957"/>	<input type="text" value="2280721"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2231310"/>	<input type="text" value="2250711"/>	<input type="text" value="2233166"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2021236"/>	<input type="text" value="1883458"/>	<input type="text" value="1923662"/>

**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.

Kristi Schultz

11/27/2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

1822780	1892917	1320555
1345940	1345924	1077247
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

# **COLLATERAL TRADEMARK SECURITY AGREEMENT**

THIS COLLATERAL TRADEMARK SECURITY AGREEMENT ("Security Agreement") made as of the 15<sup>th</sup> day of November, 2000 by EMCO LIMITED, having its principal office at 620 Richmond Street, London, Ontario, N6A 5J9 ("Borrower") in favour of BANK OF AMERICA CANADA, as Agent, (in such capacity "Agent"), having an office at 200 Front Street West, Suite 2700, Toronto, Ontario M5V 3L2 for itself and the benefit of the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Borrower, Agent and the Lenders.

## WITNESSETH:

WHEREAS, Agent, the Lenders and Borrower have entered into the Loan Agreement providing for Lenders to make certain Loans and extend other financial accommodations to Borrower (Capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.); and

WHEREAS, it is a condition precedent to the making of the Loans under the Loan Agreement by Lenders that Borrower shall have granted the security interest contemplated by this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce Lenders to make Loans under the Loan Agreement, Borrower hereby agrees with Agent and its successors, transferees and assigns as follows:

1. Grant of Security Interest. To secure the prompt and complete payment, observance and performance of all of the Borrower's Obligations, Borrower hereby mortgages, pledges and hypothecates to and creates a security interest in favour of, Agent, and its successors, transferees and assigns, for itself and for the benefit of all Lenders, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale as hereinafter provided, to the extent permitted by law, with respect to all of the following property of Borrower, whether now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):
  - (a) all of Borrower's rights, title and interests in its trademarks and trademark registrations and all rights and interests under trademark license agreements, trade names and trademark applications for which registrations have been issued or applied for in the Trademarks Office of the Canadian Intellectual Property Office, United States Patent and Trademark Office, or used in Canada, the United States or any province, state or territory thereof, including, without limitation, the trademarks, trademark registrations and applications listed on Annex A attached hereto and made a part hereof and the trademark license agreements (both as licensee and licensor), other than those trademark license agreements with independently owned and operated companies with whom Borrower or its

Subsidiaries has entered into commercial real estate brokerage affiliation agreements, listed on Annex B attached hereto and made a part hereof and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof but excluding attorneys' fees and court costs payable to Borrower in respect thereto, (iii) the right to sue for past, present and future infringements thereof, and (iv) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademark, trademark registrations, and interests under trademark license agreements, trade names and applications, together with the items described in clauses (i) through (iv) in this subparagraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) the goodwill of Borrower's business connected with the Trademarks.

2. Collateral Purposes. Notwithstanding the terms and provisions of Section 1 above, this grant shall be for collateral purposes only. Unless an Event of Default shall have occurred and be continuing, Borrower shall retain the right to use the Collateral, for Borrower's own benefit and account. Upon the occurrence and during the continuance of any Event of Default, Borrower's rights to use the Collateral as set forth in this paragraph shall terminate automatically without any requirement of notice to Borrower of such termination, and the Agent shall thereupon have, in addition to all other rights and remedies given it by this Agreement, those allowed by the federal laws of Canada and the United States and the rights and remedies of a secured party under the *Personal Property Security Act* (or the Civil Code of Quebec or Uniform Commercial Code, as applicable) as enacted in any jurisdiction in which any of the Collateral may be located.
3. Restrictions on Future Agreements. Borrower agrees that during the existence and continuation of an Event of Default and until all of Borrower's Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Borrower will not, without Agent's prior written consent, abandon any Trademark or enter into any agreement, except with Borrower's Affiliates, including, without limitation, any license agreement, which is inconsistent with Borrower's obligations under this Security Agreement if such actions would materially adversely affect the fair market value of the Collateral or the benefits of this Security Agreement granted to Agent including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Agent hereunder, and Borrower further agrees that during the existence and continuation of an Event of Default it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred or granted to Agent under this Security Agreement and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.
4. New Trademarks. Borrower represents and warrants that the Trademarks listed on Annex A and on Annex B constitute all of the trademarks and applications now owned by

or licensed to or by Borrower for which registrations have been issued or applied for in the Trademarks Office of the Canadian Intellectual Property Office or the equivalent office thereof in the United States. If, before the Borrower's Obligations have been satisfied in full and the Loan Agreement terminated, Borrower shall (i) obtain rights to any new trademarks, trademark registrations or applications or trade names used in Canada, the United States or any province, state, territory or possession thereof, or (ii) become entitled to the benefit of any trademarks, trademark registrations or applications or trade names used in Canada, the United States or any province, state, territory or possession thereof, the provisions of Section 1 above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Annex A and Annex B to include any future trademarks, trademark applications and trademark license agreements which are Trademarks, as applicable, under Section 1 above or under this Section 4.

5. Additional Representations and Warranties. Borrower hereby represents, warrants, covenants and agrees that:

- (a) It has the full right and power to grant the security interest in the Collateral made hereby.
- (b) Except to its Affiliates and for Permitted Liens, it has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral.
- (c) (i) There is no financing statement or other document or instrument now signed or on file in any public office covering any part of the Collateral, except those showing Agent as secured party or related to Permitted Liens, and (ii) so long as any of Borrower's Obligations remain outstanding under the Loan Agreement or the Loan Agreement has not terminated, it will not execute, and it shall not permit there to be on file in any public office, any such financing statement or other document or instruments, except financing statements on file or to be filed in favour of Agent or related to Permitted Liens.
- (d) Subject to any limitations stated therein or in connection therewith, all information furnished to Agent or the other Lenders concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.

6. Intentionally Deleted.

7. Required Consents. If any agreement to which the Borrower is presently a party contains a provision that prohibits or limits Borrower's rights to grant a security interest or provides that any Collateral specified herein may not be pledged, hypothecated, assigned or otherwise encumbered without the leave, license, consent or approval (collectively, the

"Consent") of the other party to such agreement, the security interest created hereby shall be conditioned upon such Consent having been obtained. Borrower hereby represents that all agreements requiring such Consents are listed in Annex C to this Security Agreement.

8. Royalties; Terms. Borrower hereby agrees that any rights to use granted hereunder by Agent and its successors, transferees and assigns with respect to all Collateral as described above shall be worldwide (to the extent Borrower has such rights) and without any liability for royalties or other related charges from Agent or Lenders, ratably, to Borrower. The term of the security interest granted herein shall extend until the earlier of (i) the expiration or termination of each of the Trademarks covered hereby or (ii) all Borrower's Obligations have been paid in full and the Loan Agreement has been terminated.
9. Agent's Right to Inspect. Agent shall have the right, upon reasonable notice and from time to time, to inspect Borrower's premises and to examine Borrower's books, records and operations. Unless Agent reasonably determines that to do so would be adverse to its interests, Agent will give Borrower reasonable advance notice and make any inspections during Borrower's normal business hours.
10. Release of Security Interest.
  - (a) This Security Agreement is made for collateral purposes only. Upon payment in full of all of Borrower's Obligations and termination of the Loan Agreement, Agent shall, at Borrower's sole cost and expense, execute and deliver to Borrower all termination statements, releases, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.
  - (b) Upon any sale, assignment, lease or other disposition of all or any part of the Collateral permitted by the Loan Agreement or in connection with the sale, assignment, lease or other disposition of assets permitted by the Loan Agreement, with application of the proceeds thereof made in accordance with the Loan Agreement, Agent acknowledges and agrees that the security interest in the Collateral granted hereby shall be released and that it shall execute and deliver to Borrower all termination statements and other documents and instruments as may be necessary or desirable to fully release the security interest in such Collateral granted hereby.
11. Duties of Borrower. During the existence and continuation of an Event of Default Borrower agrees: (a) Borrower shall have the duty (i) to prosecute diligently any Trademark application that is part of the Trademarks pending as of the date hereof or thereafter until all Borrower Obligations shall have been paid in full and the Loan Agreement shall have been terminated, (ii) to make application for Trademarks as appropriate and (iii) to preserve and maintain all rights in trademark applications,

trademarks, trade names, interests under trademark license agreements and trademark registrations that are part of the Trademarks, in each case to the extent such items are still used or useful in the business of Borrower, or that the failure to do so would materially adversely effect the fair market value of the Collateral or the benefits of this Security Agreement granted to Agent including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Agent hereunder; (b) any expenses incurred in connection with such applications shall be borne by Borrower; (c) Borrower agrees to retain a registered Trademark attorney approved by Agent for the filing and prosecution of all such applications and other proceedings at the time of such filing or prosecution; and (d) Borrower shall not abandon any right to file a trademark application or any pending trademark application without the consent of Agent.

If Borrower fails to comply with any of the foregoing duties, Agent may do so in Borrower's name to the extent permitted by law, but at Borrower's expense, and Borrower hereby agrees to reimburse Agent in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Agent in protecting, defending and maintaining the Collateral.

In the event that Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or security interest prohibited hereby, or shall fail to comply with any other duty hereunder, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Borrower, and all moneys so paid out shall be Obligations of the Borrower repayable on demand, together with interest at the rate of interest applicable to Loans under the Loan Agreement.

Borrower further agrees that for so long as no Event of Default exists Borrower will at all times maintain, preserve and protect the Collateral to the extent consistent with prudent and reasonable business practices.

12. Remedies; Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Agent's remedies shall be as set forth in the Loan Agreement and Section 6 of that certain Security Agreement of even date herewith by the Borrower in favour of the Agent (as if such Event of Default constituted a "Default" under the Security Agreement). In addition to the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent and its successors, transferees and assigns shall have the right, but shall in no way be obligated, to bring suit in their own name to enforce the Trademarks, and any licenses thereunder, and, if Agent or any such other party shall commence any such suit, Borrower shall, at the request of Agent or such other party, do any and all lawful acts and execute any and all proper documents required by Agent or such other party in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent or such other party for all costs and expenses incurred by Agent or such other party in the exercise of their rights under this Section 12. The Agent shall have for the benefit of the Lenders, in addition to all other rights of the Agent and Lenders, the rights and remedies of a secured party under applicable law (UCC, PPSA, Civil Code of Quebec or federal laws of Canada or the United States) in the jurisdiction where the Collateral is located.



13. Waivers. No course of dealing between Borrower and Agent or any of their respective successors, transferees and assigns, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such other party, any right, power or privilege hereunder or under the Loan Agreement 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 thereof or the exercise of any other right, power or privilege.
14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and 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 Security Agreement in any jurisdiction.
15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.
16. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of the rights and remedies of Agent, the other Lenders and their successors, transferees and assigns with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power (i) so long as any Event of Default has occurred and is continuing or an Availability Event has ever occurred unless an Availability Event Cure has subsequently occurred (provided no Availability Event or Event of Default shall have occurred subsequent to such Availability Event Cure), to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Collateral, or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or to assign, pledge, hypothecate, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance upon title thereof created after the date of this Security Agreement, and (ii) so long as any Event of Default has occurred and is continuing or an Availability Event has ever occurred unless an Availability Event Cure has subsequently occurred (provided no Availability Event or Event of Default shall have occurred subsequent to such Availability Event Cure), and from time to time to take any other actions with respect to the Collateral as Agent reasonably deems in its best interests. Agent hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Borrower Obligations shall have been paid in full and the Loan Agreement has been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent, the other Lenders or their successors, transferees and assigns under the Loan Agreement but rather is intended to

facilitate the exercise of such rights and remedies. Agent and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Personal Property Security Act and the Uniform Commercial Code, each as enacted in any jurisdiction in which the Trademarks may be located. Recourse to security will not be required at any time.

17. Care of Collateral. Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as Borrower shall request in writing, but failure of Agent to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Agent to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by Borrower shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral unless such failure is the result of gross negligence or willful misconduct.
  
18. Certain Rights Regarding Collateral and Borrower Obligations. Agent may, upon the occurrence and during the continuance of an Event of Default or upon the Agent's exercise of its rights under Sections 11.2 (a)(iv) or 11.2(a)(v) of the Loan Agreement, without notice to Borrower, take all or any of the following actions: (a) transfer all or any part of the Collateral into the name of Agent or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder, (b) notify the parties obligated on any of the Collateral to make payment to Agent of any amounts due or to become due hereunder, (c) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto and (d) take control of any proceeds of the Collateral. Agent may, furthermore, from time to time, whether before or after any of the Borrower Obligations shall become due and payable, without notice to Borrower, take all or any of the following actions: (a) retain or obtain a security interest in any property, in addition to the Collateral, to secure any of the Borrower Obligations, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Borrower with respect to any of the Borrower Obligations, (c) extend or renew for any period (whether or not longer than the original period) or exchange any of the Borrower Obligations or release or compromise any obligation of any nature of any party with respect thereto, (d) surrender, release or exchange all or any part of any property, in addition to the Collateral, securing any of the Borrower Obligations, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect to any such property, and (e) resort to the Collateral for payment of any of the Borrower Obligations, if and to the extent permitted by the Loan Agreement, whether or not it shall have resorted to any other property securing the Borrower Obligations or shall have proceeded against any party primarily or secondarily liable on any of the Borrower Obligations.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its respective successors, transferees and assigns.
20. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein as further provided in Section 15.3 of the Loan Agreement.
21. Notice. The provisions of the Loan Agreement shall govern in respect of notices or communications contemplated hereunder or given in connection herewith.
22. Consent to Jurisdiction; Waiver of Jury Trial. To induce Agent to accept this Security Agreement, Borrower irrevocably agrees that this Security Agreement incorporates herein Section 15.3 of the Loan Agreement, with respect to submission to jurisdiction and Section 15.4 of the Loan Agreement, with respect to waiver of jury trial.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Security Agreement as of the day first above written.

**EMCO LIMITED**

By: Heath Gillam  
 Name:   
 Title:

By: Gordon E. Currie  
 Name: GORDON E. CURRIE  
 Title: Vice President, Treasurer  
 and Chief Financial Officer

**BANK OF AMERICA CANADA, as Agent**

By: Jeffrey Burdan  
 Name: Jeffrey Burdan  
 Title: vice President

**ANNEX A**  
**to**  
**COLLATERAL TRADEMARK SECURITY AGREEMENT**  
**Dated as of November 15, 2000**

**TRADEMARKS AND APPLICATIONS**

**See attached document.**

**Canadian Trademarks**

<b><u>Description</u></b>	<b><u>Number</u></b>
GRIP-LOK	0215329
INSUL-SHEATHING	0215330
1ST CHOICE COUNTER & DESIGN	0779329
AIR-VENT	0217796
BITUBASE GL	0579369
BITUBASE	0579368
BP & DESIGN	0279298
BP	0632709
BREAKAWAY DESIGN	0845603
BURFALT	0218512
CCTF	0398668
CENTURY II	0500108
CENTURY ROBINSON	0697302
CENTURY	0318941
CITADEL	0319582
CYGNET	0338294
DAKOTA	0870416
DESIGNAIRE	0706108
DURA-FLEX	0487286
ECLIPSE	0714388
ECOPAR 2000	0771539
ELEGANCE	0673707
ELITE	0580240

<u>Description</u>	<u>Number</u>
ELLEGRO	0587381
EMCO & DESIGN	0314152
EMCO RETAIL SERVICES & DESIGN	0807203
EMCO	0107599
EMCO	0346468
ENDU-TECH	0703763
ENERMAX	0851729
ESCLAD	0359454
ESFEN	0359453
ESGARD	0359456
ESTEEM	0359457
ETERNITY	0703765
EXCEL-BOARD	0241168
EXPRESSWAY DELIVERY SERVICE	0723050
FISSURTEX	0265755
FISSURTONE	0248179
GLASGUARD	0285233
GLASSGARD	0723876
GRIPGARD	0804758
HARMONY	0806741
HELP'N HAND	0481174
JASON	0446915
JETT LINEHAUL	0593486
JULMAR	0856083
KENT	0329335

<b><u>Description</u></b>	<b><u>Number</u></b>
L'ART DE DÉCORER SON TOIT & DESIGN	0674202
L'ART DE DÉCORER SON TOIT	0674207
LO/SLOPE	0723054
MAINLINE	0590764
MAINLINE	0464788
MANDARIN	0562771
MARQUIS	0562772
MEDWAY	0338295
MINERALITE	0257867
MIRAGE	0806740
MONTE CARLO	0562773
MULTI-PURPOSE ROLL & DESIGN	0760423
MYSTIQUE	0562770
NATURALLE	0706690
PARISIAN	0703764
PRO-LINE	0338297
PRO-TEC	0555219
PROGARD	0723294
QUALITÉ D ABORD & DESIGN	0845604
QUALITY ALWAYS EMCO S COMMITMENT & DESIGN	0794893
RAMPART	0723053
RENORATE	0703857
ROOFMASTER	0228282
SELKIRK	0338296

<b><u>Description</u></b>	<b><u>Number</u></b>
SERENITY	0687913
SIGNATURE	0629927
SOURCE & DESIGN	0872438
SOURCE EMCO	0873563
SPECRITE	0550205
STARBURST	0328618
STYLE CHEF	0497332
STYLUS	0706107
SUPER-LOK	0673704
TECHNOLOGY AT YOUR FINGERTIPS	0546958
THE ART OF ROOFSCAPING & DESIGN	0674209
THE ART OF ROOFSCAPING	0674162
THE ENERGY ENVELOPE	0477407
THE ENSUITE	0614102
TIARA	0384522
TITE-LOK	0489795
TITE-ON	0203542
TRADITION	0329264
VALU-THERM	0618226
VAPOREX	0723051
WAMCO	0892162
WB DESIGN	0291066
WEATHER-TITE	0870417
WEATHERTEX	0175766
WESMECH TECHNICAL SALES	0561998



<u>Description</u>	<u>Number</u>
WET FIX	0783773
WF DESIGN	0423262
WHS & DESIGN	0821576
WS DESIGN	0291033

### Canadian Trademark Applications

<u>Description</u>	<u>Num ber</u>	<u>Status</u>
CCTF DESIGN	1020 798	Advertise d
EMCO LIMITED DESIGN	1023 916	Searched
EMCO ON-LINE	0872 439	Allowed
EVEREST	1033 116	Formaliz ed

**U.S. Trademarks**

<b><u>Description</u></b>	<b><u>Registra tion Number</u></b>	<b><u>Seri al Number</u></b>
EVEREST		7600 7128
DAKOTA	2280958	7547 0648
WEATER-TITE	2280957	7547 0647
ENERMAX	2280721	7542 0366
GRIPGARD	2231310	7509 6934
MIRAGE	2250711	7509 2066
HARMONY	2233166	7509 2065
BP REMODELING CENTER	2021236	7456 1503
REGINOX	1883458	7439 9149
ECLIPSE	1923662	7437 7384
SERENITY	1822780	7437 7383
ENDU-TECH	1892917	7432 4496
TEMPUS	1320555	7347 7183
ELAN	1345940	7347 4849
EASY SEAL	1345924	7342 0058
SUCCESSOR	1077247	7307 8149

**ANNEX B**  
**to**  
**COLLATERAL TRADEMARK SECURITY AGREEMENT**  
**Dated as of November 15, 2000**

**TRADEMARK LICENSE AGREEMENT**

**NIL**

**ANNEX C**  
**to**  
**COLLATERAL TRADEMARK SECURITY AGREEMENT**  
**Dated as of November 15, 2000**

**REQUIRED CONSENTS**

**NIL**

S:\Client\2802\70\Docs\Trademark Security Agr (Cdn).5.VG.doc