

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Groupe Bocenor Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other A QUEBEC COMPANY
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: August 31, 2004

2. Name and address of receiving party(ies)

Name: GE Canada Finance Holding Company
Internal
Address: c/o General Electric

Street Address: 11 King Street West, Ste. 1500
Ontario
City: Toronto State: _____ Zip: M5H417

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

Additional number(s) attached Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

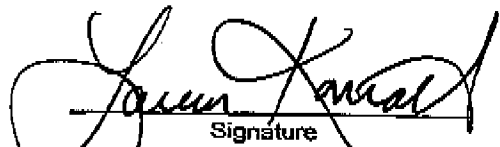
8. Deposit account number:

232428

DO NOT USE THIS SPACE

9. Signature.

Laura Konrath
Name of Person Signing


Signature

9/23/04
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$265.00 232428 76137403

<u>Country:</u>	<u>Description:</u>	<u>Owner:</u>	<u>Registration/Application #:</u>	<u>Type:</u>
Canada	Illusion	Groupe Bocenor inc.	623,419/TMA364307	Registered trademark
Canada	Econoverre	Groupe Bocenor inc.	541,674/TMA316175	Registered trademark
Canada	Bonneville Windows and Doors & Dessin	Groupe Bocenor inc.	483,204/TMA274700	Registered trademark
Canada	Bonneville Portes & Fenêtres & Dessin	Groupe Bocenor inc.	480,019/TMA271786	Registered trademark
Canada	Multiver	Groupe Bocenor inc.	415,732/TMA231983	Registered trademark
Canada	Thermover	Multiver Ltée	415,733/TMA231985	Registered trademark

TRADEMARK LICENSES

None.

Continuation
Item 4

PART 2. - UNITED STATES

<u>Country:</u>	<u>Description:</u>	<u>Owner:</u>	<u>Registration/Application #:</u>	<u>Type:</u>
USA	Solarco	Groupe Bocenor inc.	76/137,405-2,692,033	Registered trademark
USA	Multiver	Groupe Bocenor inc.	76/153,098-2,692,059	Registered trademark
USA	Silica Doors	Groupe Bocenor inc.	76/137,403	Pending trademark
USA	Polar Windows and doors	Groupe Bocenor inc.	76/136,303	Pending trademark
USA	Isomax	Groupe Bocenor inc.	75/742,424-2,633,810	Registered trademark

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<u>Country:</u>	<u>Description:</u>	<u>Owner:</u>	<u>Registration/Application #:</u>	<u>Type:</u>
USA	Bonneville International	Groupe Bocenor inc.	76/136,304	Pending Trademark
USA	B Bonneville Windows and Doors	Groupe Bocenor inc.	76/425,532	Pending Trademark
USA	Econoverre	Groupe Bocenor inc.	76/153,005-2,714,967	Registered trademark
USA	Bocenor	Groupe Bocenor inc.	76/137,404-2,703,590	Registered trademark
USA	Bonneville Windows and Doors	Groupe Bocenor inc.	76/153,004	Registered trademark

TRADEMARK LICENSES

None.

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Execution Copy

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2004, by GROUPE BOCENOR INC., a Quebec company ("Grantor"), in favor of GE CANADA FINANCE HOLDING COMPANY, a Nova Scotia company ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Credit Parties party thereto, Lender and General Electric Capital Canada Inc., as L/C Guarantor (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan and Security Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS in connection with the Loan and Security Agreement, Grantor has executed and delivered a Deed of Hypothec on the Universality of Movable and Immovable Property, which deed is governed by the laws of Québec, dated August 27, 2004, and a Security Agreement, which agreement is governed by the laws of New York, dated the date hereof (together with all amendments, restatements, supplements or other modifications, collectively the "Security Agreements");

WHEREAS, pursuant to the Loan and Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A thereto to the Loan and Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the payment and performance of the Obligations of the Grantor, Grantor hereby mortgages, pledges, hypothecates and grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENTS. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of Lender in the Trademark Collateral relating to the Trademarks and Trademark Licenses referred to in Part 1 of Schedule I hereto with the Canadian Intellectual Property Office, and recording a security interest of the Lender in the Trademark Collateral relating to the Trademarks and the Trademark Licenses referred to in Part 2 of Schedule I hereto with the United States Patent and Trademark Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan and Security Agreement and the Security Agreements. The Security Agreements (and all rights and remedies of Lender) shall remain in full force and effect in accordance with their terms.

4. ACKNOWLEDGEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan and Security Agreement and the Security Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement and the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. LOAN DOCUMENTS, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall take precedence over those contained herein. This instrument, document or agreement may be sold, assigned or transferred by Lender in accordance with the terms of the Loan and Security Agreement.


6. COUNTERPARTS. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

7. LANGUAGE. The parties acknowledge that they have required that this agreement and all related documents be prepared in English. *Les parties aux présentes reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

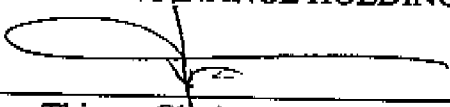
[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GROUPE BOCENOR INC.

By: 
Name: Christopher Souhey
Title: President

ACCEPTED AND ACKNOWLEDGED BY:
GE CANADA FINANCE HOLDING COMPANY

By: 
Name: Thierry Glorieux
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

PART 1. - CANADA

<u>Country:</u>	<u>Description:</u>	<u>Owner:</u>	<u>Registration/Application #:</u>	<u>Type:</u>
Canada	Bocenor	Groupe Bocenor inc.	1,061,826/TMA560959	Registered trademark
Canada	Bonneville portes et fenêtres	Groupe Bocenor inc.	1,061,415/TMA582516	Registered trademark
Canada	Bonneville international	Groupe Bocenor inc.	1,061,825/TMA582514	Registered trademark
Canada	Bonneville portes et fenêtres & Dessin	Groupe Bocenor inc.	1,124,360/TMA594235	Registered trademark (dessin)
Canada	Polar portes et fenêtres	Groupe Bocenor inc.	1,061,824/TMA561004	Registered trademark
Canada	Vynlex	Groupe Bocenor inc.	1,061,821/TMA564770	Registered trademark
Canada	Portes Silica	Groupe Bocenor inc.	1,061,823/TMA567245	Registered trademark
Canada	Isover	Groupe Bocenor inc.	1,061,416/TMA571190	Registered trademark
Canada	Solarco	Groupe Bocenor inc.	1,061,822/TMA560960	Registered trademark
Canada	Isomax Dessin &	Groupe Bocenor inc.	1,013,678/TMA535485	Registered trademark
Canada	Serie Ultima	Groupe Bocenor inc.	688,944/TMA407,212	Registered trademark
Canada	Ultima Series	Groupe Bocenor inc.	688,943/TMA407496	Registered trademark
Canada	Villa	Groupe Bocenor inc.	627,688/TMA379162	Registered trademark

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