# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

## **CONVEYING PARTY DATA**

| Name      | Formerly | Execution Date | Entity Type          |
|-----------|----------|----------------|----------------------|
| APG, Inc. |          | 10/21/2005     | CORPORATION: INDIANA |

## **RECEIVING PARTY DATA**

| Name:             | The Canada Trust Company, as agent   |  |  |
|-------------------|--------------------------------------|--|--|
| Street Address:   | 79 Wellington Street West, 8th floor |  |  |
| Internal Address: | Attention: Corporate Trust Services  |  |  |
| City:             | Toronto, Ontario                     |  |  |
| State/Country:    | CANADA                               |  |  |
| Postal Code:      | M5K 1A2                              |  |  |
| Entity Type:      | Financial Institution: CANADA        |  |  |

## PROPERTY NUMBERS Total: 1

| Property Type  | Number   | Word Mark       |
|----------------|----------|-----------------|
| Serial Number: | 73814422 | ACCRA PAC GROUP |

#### **CORRESPONDENCE DATA**

Fax Number: (312)803-5299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1609171

DOMESTIC REPRESENTATIVE

900037848

Name:

TRADEMARK
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| Address Line 1: Address Line 2: Address Line 3: Address Line 4:   |                 |
|---|-----------------|
| NAME OF SUBMITTER:  | Richard Kalwa   |
| Signature:  | /richard kalwa/ |
| Date:   | 12/14/2005      |
| Total Attachments: 5 source=1976149#page1.tif source=1976149#page2.tif source=1976149#page3.tif source=1976149#page4.tif source=1976149#page5.tif |                 |

TRADEMARK REEL: 003210 FRAME: 0427

#### GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

#### WITNESSETH:

WHEREAS, pursuant to the Note Agreements, the Company has issued and sold to the Noteholders US\$67,000,000 aggregate principal amount of its 5.13% Senior Secured Guaranteed Notes, Series A, due November 20, 2008 upon the terms and subject to the conditions set forth therein.

WHEREAS, in connection with the Note Agreements, the Grantor and certain other related entities have executed and delivered a Security Agreement, dated November 19, 2003 in favour of the Noteholder Agent for the ratable benefit of the Noteholders (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Noteholder Agent, for the ratable benefit of the Noteholders, a security interest in, among other things, all Intellectual Property now owned or at any time hereafter acquired by Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including the Trademarks.

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

The foregoing recitals are statements of fact made by the Grantor and not by the Noteholder Agent.

Now, Therefore, in consideration of the premises and other good and valuable consideration (the receipt and adequacy of which are acknowledged), the Grantor agrees as follows:

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- Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Note Agreements or the Security Agreement.
- Section 2. Grant of Security Interest. The Grantor hereby grants a security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Noteholder Agent for the ratable benefit of the Noteholders to secure payment, performance and observance of the Obligations.
- Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Noteholder Agent, for the ratable benefit of the Noteholders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall be controlling. The Security Agreement (and all rights and remedies of the Noteholder Agent and the Noteholders thereunder) shall remain in full force and effect in accordance with its terms.
- Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Noteholder Agent and the Noteholders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Note Agreements and 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.
- Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
- Section 6. Amendments. No amendment to or waiver of any provision of this Agreement nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Noteholder Agent, at the direction of the Required Noteholders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the State of New York (without regard to principles of conflicts of law) in which state it shall performed by the Grantor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

APG, INC.

By:

Xuthorized Signing Officer

By:

**Authorized Signing Officer** 

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| PROVINCE  |
|---|
| STATE OF ON ARIO )  |
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| PROVINC STATE OF ON ARIO ) COUNTY OF )  |
| On the law of November, 2005, before me personally came who is personally known to me to be the of APG, INC., an Indiana corporation; who, being duly sworn, did depose and say that she/he is the orporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free ac and deed of said corporation. |
| Illund  |
| Notaty Public   |

(PLACE STAMP AND SEAL ABOVE)

# SCHEDULE A

# U.S. TRADEMARKS REGISTRATIONS AND APPLICATIONS

| <u>Trademark</u> | Owner/Assignee | Registration or<br>Serial Number | <u>Status</u> |
|------------------|----------------|----------------------------------|---------------|
| ACCRA PAC GROUP  | APG, INC.      | SN. No.:73814422                 | REGISTERED    |

TRADEMARK REEL: 003210 FRAME: 0432

**RECORDED: 12/14/2005**