

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APG, Inc.		10/21/2005	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toronto-Dominion Bank, as Administrative Agent		
<b>Street Address:</b>	77 King St. W. 18th Floor		
<b>Internal Address:</b>	Royal Trust Tower		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Financial Institution: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73814422	ACCRA PAC GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1609171		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			

CH \$40.00 73814422

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: 6**

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 21<sup>st</sup>, 2005 is made by APG, Inc., an Indiana corporation, (the "Grantor"), in favour of THE TORONTO-DOMINION BANK, as Administrative Agent (in such capacity, the "Agent") for the financial institutions (the "Lenders"), from time to time parties to the Second Amended and Restated Credit Agreement, dated as of May 17, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among KIK Holdco Company, a Nova Scotia unlimited liability company (the "Borrower"), the other entities listed on the signature pages as guarantors thereto, the financial institutions from time to time parties to the Credit Agreement (the "Lenders"), TD Securities, as lead arranger and book manager, National Bank Financial Inc., and Bank Of Montreal, Chicago Branch as co-arrangers and syndication agents, and the Agent.

### WITNESSETH:

WHEREAS, pursuant to a Stock Purchase Agreement among KIK International LLC ("KIK International"), the Grantor, the shareholders of the Grantor and Satish Shah, dated as of September 19, 2005, KIK International has acquired all of the issued and outstanding shares of the Grantor and certain other entities.

WHEREAS pursuant to a Joinder Agreement dated as of October 21, 2005, the Grantor has become party to the Credit Agreement, as guarantor, and has provided a guarantee of the obligations of the Company under the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement).

WHEREAS, pursuant to Section 7.2 of the Credit Agreement, the Grantor is required to execute and deliver this Agreement to the Agent for its benefit and the ratable benefit of the Lenders; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit thereunder, the Grantor hereby agrees with the Agent, for the ratable benefit of the Lenders, as follows:

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 Credit Agreement and 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 Agent for the ratable benefit of the Lenders 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 Lenders 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 Lenders 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 Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement 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.

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

**APG, INC.**

By: \_\_\_\_\_

Authorized Signing Officer

By: \_\_\_\_\_

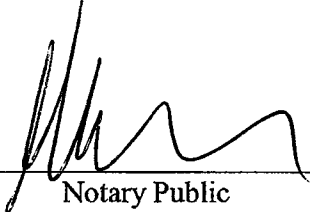
Authorized Signing Officer

**TRADEMARK**

**REEL: 003210 FRAME: 0493**

*Provine*  
STATE OF ONTARIO )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

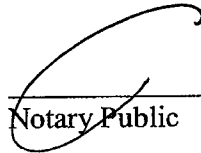
On the 21<sup>st</sup> day of November, 2005, before me personally came David Cynamon, who is personally known to me to be the CEO of APG, Inc. , an Indiana corporation; who, being duly sworn, did depose and say that she/he is the CEO in such corporation, the corporation described in and which executed 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 act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

PROVINCE OF )  
 )  
COUNTY OF )

On the 21<sup>st</sup> day of November, 2005, before me personally came \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ of THE TORONTO-DOMINION BANK; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such corporation, 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 act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. TRADEMARKS REGISTRATIONS AND APPLICATIONS**

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