

**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>
Equipements Comact Inc./Comact Equipment Inc.		07/05/2006	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alterinvest Fund L.P./Fonds Alterinvest, S.E.C.		
<b>Street Address:</b>	5 Place Ville-Marie, Suite 600		
<b>City:</b>	Montreal, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B 5E7		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2864330	WAVE FEEDER	
Registration Number:	2990980	GRADEXPRT	
Registration Number:	3006899	PADDLE FENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)206-4330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2142064300		
<b>Email:</b>	trina@richardlawgroup.com		
<b>Correspondent Name:</b>	Molly Buck Richard		
<b>Address Line 1:</b>	8411 Preston Road, Suite 890		
<b>Address Line 4:</b>	Dallas, TEXAS 75225		
<b>ATTORNEY DOCKET NUMBER:</b>	CMEQ-0001		
<b>DOMESTIC REPRESENTATIVE</b>			

OP \$90.00 2864330

Name: Molly Buck Richard  
Address Line 1: 8411 Preston Road, Suite 890  
Address Line 4: Dallas, TEXAS 75225

NAME OF SUBMITTER:	Molly Buck Richard
Signature:	/Molly Buck Richard/
Date:	08/11/2006

Total Attachments: 4  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

WHEREAS, ÉQUIPEMENTS COMACT INC /COMACT EQUIPMENT INC., a company incorporated under the laws of the Province of Québec, whose address is 840 Route de Tadoussac, Canton Tremblay (Quebec), Canada G7H 5A8 (hereinafter referred to as "Grantor") is the owner of the following intellectual property:

Trademarks:

<u>Mark</u>	<u>Registration No.</u>
WAVE FEEDER	2864330
GRADEXPERT	2990980
PADDLE FENCE	3006899

(hereinafter referred to as "Trademarks");

Patents:

<u>Title</u>	<u>Patent No./Application No.</u>
Apparatus for controlled curved sawing or cutting of two-faced cants	6860302
Apparatus for controlled curved sawing or cutting of two-faced cants	6494240
Method for hermetically bagging material, e.g. lumber pieces, in a tubular plastic tube	6161365
Lumber positioning apparatus for end trimming	6382067
Lumber feed system with load responsive speed modulation	6220423
Steel-wood system	5809735
Method and apparatus for cutting a cant into boards	5722474

<u>Title</u>	<u>Patent No./Application No.</u>
Curved sawing and cutting of two-faced cants	5400842
Apparatus for optimum positioning of cants for resawing	5429161
Apparatus for separating and individually feeding boards and cants to a processing unit	5518106
Article transfer device	6761261
System and method for classification of timber	10/391,773

(hereinafter referred to as "Patents");  
and

WHEREAS the Grantor, represents and warrants that:

- (a) the Trademarks and Patents are valid and subsisting and in good standing;
- (b) each of the Trademarks and Patents is valid and enforceable and, to the knowledge of the Grantor, no claim has been made that the use of any of the Trademarks and Patents does or may violate the rights of any third person;
- (c) the Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to the Patents and the Grantor has not granted any liens, charges and encumbrances in favour of any person (other than those created by and mentioned in this Agreement) since February 3, 2006;
- (d) the Grantor has the legal right and authority to enter into this Agreement and perform its terms.

WHEREAS, ALTERINVEST FUND L.P./FONDS ALTERINVEST, S.E.C., a Quebec limited partnership with a mailing address of 5 Place Ville-Marie, Suite 600, Montreal (Quebec), Canada H3B 5E7 (hereinafter referred to as "Grantee") represented by its general partner, BUSINESS DEVELOPMENT BANK OF CANADA/BANQUE DE DÉVELOPPEMENT DU CANADA, a Bank corporation with a mailing address of 5 Place Ville-Marie, Montreal (Quebec), Canada H3B 5E7, entered into an Investment Agreement and Deed of Hypothec with the Grantor on february 3, 2006.

WHEREAS, **Intellectual Property**” means all present or future intellectual property rights to which the Grantor may claim title in ownership, license or any other quality of usage of incorporeal goods by virtue of the trade mark laws, patent laws, copyright laws, industrial design laws, integrated circuit topography laws, moral rights laws, unfair competition laws, or any other similar law that is currently in effect or that shall be in effect in the future across the world, including, without limiting the generality of the foregoing: trademarks, domain names, inventions, processes, methods and techniques, patented or not, trade secrets and know-how, logos, drawings, emblems, symbols, pictograms, slogans, signs, plaques, forms, industrial designs, software, source codes, integrated circuits, discoveries, inventions, improvements, know-how, formulae, processes, plans or any work benefiting from the application of the laws described herein, including any other similar law including but without limitation the Trademarks and the Patents;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and to secure all of the obligations of the Grantor set forth in the Investment Agreement, the Deed of Hypothec, as said agreements may be amended, replaced or restated from time to time, and the present Security agreement, Grantor does hereby grant to Grantee a continuing security interest of the amount of 1,200,000.00 Canadian dollars in all Grantor’s right, title and interest in, to and under its Intellectual Property.

Grantor agrees to maintain the Intellectual Property in a timely manner including but not limited to the filing of Affidavits of Continued Use under Section 8 of the Lanham Act, Renewal Applications, responding to office actions and paying issue and maintenance fees with the United States Patent and Trademark Office to the extent that the Intellectual Property or the pertinent part thereof is effectively used in the operation of the Grantor. Where the Grantor decide not to maintain the Intellectual Property or a pertinent part thereof, it shall notify in writing the Grantee when it takes such decision, but in any case at least 30 days before any action is required to maintain such Intellectual Property.

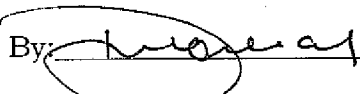
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the terms of the Investment Agreement dated February 3, 2006 and Deed of Hypothec granted by Grantor in favor of Grantee on February 3, 2006. The security interest of Grantee is equal to the security interest of Roynat Capital Inc./Capital Roynat Inc. and is second rank interest that is superior to the interests of Bank of Montreal/Banque de Montréal and inferior to the interests of Business Development Bank of Canada and Roynat Inc.

Grantor does hereby further acknowledge and affirm that the terms, rights, obligations and remedies of Grantee with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Investment Agreement and Deed of Hypothec, the terms and provisions of which are incorporated by reference as if fully set forth herein.

This agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec, and the federal laws applicable thereto and every claim, demand, action or cause of action shall be decided by the court of the province of Quebec, district of Quebec.


Signed this 5<sup>th</sup> day of July, 2006.

ÉQUIPEMENTS COMACT INC./COMACT  
EQUIPMENT INC.  
Grantor

By:   
Typed Name: PIERRE MORENCY  
Title: PRÉSIDENT

ALTERINVEST FUND L.P./FONDS  
ALTERINVEST, S.E.C. represented by its general  
partner BUSINESS DEVELOPMENT BANK OF  
CANADA/BANQUE DE DÉVELOPPEMENT DU  
CANADA

Grantee

By:   
Typed Name: Hélène Morency  
Title: avocate

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