

Form PTO-1594 (Rev. 11-08)  
OMB Collection 0651-0027 (exp. 12/31/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

FEROX INC.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 24, 2008

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

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of Montreal

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 2 Place Laval

City: Laval

State: Quebec

Country: Canada Zip: H7N 5N6

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
3025188  
3043179

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Lactitia Caporicci, Ogilvy Renault

Internal Address: Sulte 1100

Street Address: 1981 McGill College Avenue

City: Montreal

State: Quebec, Canada Zip: H3A 3C1

Phone Number: 514-847-6034

Fax Number: 514-286-5474

Email Address: lcaporicci@ogilvyrenault.com

#### 6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

Deposit Account Number 193113

Authorized User Name \_\_\_\_\_

#### 9. Signature:

Signature

LAETITIA CAPORICCI

Name of Person Signing

November 27, 2008  
Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 196113 3025188

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 24, 2008, by FEROX INC., a Quebec company (the "Grantor"), in favour of BANQUE DE MONTRÉAL, in its capacity as lender (the "Lender").

### WITNESSETH:

WHEREAS, the Grantor has executed and delivered to the Lender a deed of hypothec dated as of February 15, 2005 (the "First Hypothec") and a deed of hypothec dated as of March 4, 2005 (the "Second Hypothec"), both governed by the laws of Quebec (the First Hypothec and the Second Hypothec, including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, are collectively referred to as the "Hypothecs"), to secure all obligations, present and future, direct or indirect, of the Grantor individually or jointly with third parties towards the Lender, including without limitation all obligations of the Grantor pursuant to a certain loan agreement dated as of February 15, 2005 and all obligations of the Grantor pursuant to a guarantee agreement dated as of March 4, 2005 (the "Obligations");

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. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations, the Grantor hereby grants to the Lender a continuing first priority security interest in, and hereby hypothecates in favour of the Lender for the sum of Four Million Fifty Thousand Dollars (CDN\$4,050,000), in lawful money of Canada, together with interest thereon at the rate of twenty-five percent (25%) per annum from the date hereof, all of the 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, trademark applications, trademark registrations 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, trademark application, trademark registration and trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application, trademark

TM Security Agreement - Ferox Inc.

registration and any trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark, trademark application, trademark registration and any trademark licensed under any trademark license.

2. SECURITY AGREEMENT. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest and hypothec of the Lender in the Trademark Collateral including the trademarks referred to in Schedule I hereto with the United States Patent and Trademark Office or with the trademark office of any other jurisdiction, in each case to the extent it may be so registered therein. The security interest and hypothec granted hereby has been granted as a supplement to, and not in limitation of, the security interest and hypothec granted to the Lender under the Hypothecs. The Hypothecs (and all rights and remedies of the Lender) shall remain in full force and effect in accordance with their terms.

3. ACKNOWLEDGEMENT. The security interests and hypothecs granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Hypothecs. The terms and provisions of the Hypothecs are incorporated by reference herein as if fully set forth herein.

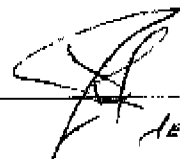
4. COUNTERPARTS. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

5. LANGUAGE. The parties hereto confirm that they have requested that this agreement and all related documents be drafted in English. *Les parties aux présentes ont exigé que le présent acte et tous les documents connexes soient rédigés en anglais.*

[signature page follows]

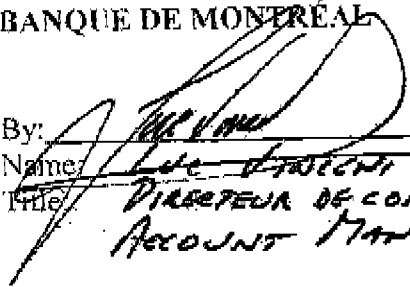
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FEROX INC.

By:   
Name: JEAN D. LECLERC  
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

BANQUE DE MONTRÉAL

By:   
Name: LUC DUROC  
Title: DIRECTEUR DE COMPTES / ACCOUNT MANAGER

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

U.S.A.

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number</b>
LIQUENTIS	Ferox Inc.	3025188
NULAC	International Lacquer Inc.	3043179
NULAC	International Lacquer Inc.	n/a