

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings $\Rightarrow \Rightarrow \Rightarrow$

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

1. Name of conveying party(ies):

Westfield Industries Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other Canadian corporation
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Am'mt to 5/8/2000 Sec. Agmt.
- Merger
- Change of Name

Execution Date: 9/18/2003

2. Name and address of receiving party(ies)

Name: The Toronto-Dominion Bank, as agent

Internal Address: 3rd Floor

Street Address: 170 2nd Avenue South

City: Saskatoon State: Zip: SK7 1K5
Saskatchewan, CANADA

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Canadian corporation

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) 1,794,696
1,641,037

Additional number(s) attached Yes No

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

Name: Andrea M. Bond

Internal Address: Briggs and Morgan, PIA.

2200 IDS Center

Street Address: 80 South Eighth Street

City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

023732

DO NOT USE THIS SPACE

9. Signature.

Andrea M. Bond
Name of Person Signing

Andrea M. Bond
Signature

September 18, 2003
Date

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

14

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

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SECURITY AND GUARANTEE AMENDING AGREEMENT

THIS SECURITY AND GUARANTEE AMENDING AGREEMENT made this 18th day of September, 2003.

BETWEEN:

THE TORONTO-DOMINION BANK,
("TD"),

- AND -

THE BANK OF NOVA SCOTIA
("BNS"),

(TD and BNS collectively called the "Lenders")

- AND -

AG GROWTH INDUSTRIES INC. (successor by
amalgamation to 628554 Saskatchewan Ltd.),
("Ag Growth"),

- AND -

WESTFIELD INDUSTRIES LTD. (successor by
amalgamation to Westfield Enterprise Ltd. and 4111681
Manitoba Ltd.),
("Westfield"),

- AND -

WESTFIELD DISTRIBUTING LTD.
("Distributing"),

- AND -

BATCO MANUFACTURING LTD.,
("Batco"),

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- 2 -

- AND -

WHEATHEART MANUFACTURING LTD. (formerly 621895
Saskatchewan Ltd.),
("Wheatheart")

- AND -

WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.,
("ND Co")

(Westfield, Distributing, Batco, Wheatheart and ND Co
collectively called the "Subsidiaries")

WHEREAS:

1. Ag Growth, the Subsidiaries and their predecessors have provided various credit and security documents to TD, including, without limitation, the following:

(a) General Security Agreements (the "GSAs") given by:

- (i) Ag Growth, dated May 14, 1998, as amended by an amending agreement among TD, Wheatheart, Ag Growth and Batco dated May 23, 2000 (the "2000 Amending Agreement");
- (ii) 628554 Saskatchewan Ltd., dated May 23, 2000;
- (iii) Westfield, dated May 8, 2000;
- (iv) 4111681 Manitoba Ltd., dated May 23, 2000;
- (v) Westfield Enterprise Ltd., dated May 8, 2000

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- 3 -

- (vi) Distributing, dated May 8, 2000;
- (vii) Batco, dated May 14, 1998, as amended by the 2000 Amending Agreement;
- (viii) Wheatheart, dated May 14, 1998, as amended by the 2000 Amending Agreement;
- (ix) ND Co, dated May 8, 2000;
- (b) General Hypothecations of Stocks and Bonds (the "Hypothecations") from:
 - (i) Ag Growth relating to shares it holds in Batco dated May 23, 2000, together with Power of Attorney to transfer shares;
 - (ii) Ag Growth relating to shares it holds in Wheatheart dated May 23, 2000, together with Power of Attorney to transfer shares;
 - (iii) Ag Growth relating to shares it holds in Westfield, dated January 30, 2001, together with Power of Attorney to transfer shares;
 - (iv) Westfield relating to shares it holds in ND Co, dated May 23, 2000, together with Power of Attorney to transfer shares;
 - (v) Westfield relating to shares it holds in Distributing, dated January 30, 2001, together with Power of Attorney to transfer shares;
- (c) assignments to TD as first loss payee of all insurance policies held by Ag Growth and the Subsidiaries (the "Assignments of Insurance"); and
- (d) Guarantees by:

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- 4 -

- (i) each of Westfield, Distributing, Batco, Wheatheart and ND Co of the obligations of Ag Growth dated January 30, 2001; and
- (ii) Distributing of the obligations of Westfield (as successor to 4111681 Manitoba Ltd. and Westfield Enterprise Ltd.) dated September 14, 2003;

(collectively, the "Guarantees");

(Items (a) to (c) and all such other security given by Ag Growth and (or) the Subsidiaries to secure indebtedness owed to TD is hereby collectively referred to herein as the "TD Security")

2. Pursuant to an Intercreditor and Security Agent Agreement (the "Intercreditor Agreement") of approximately even date herewith and the Credit Agreement (as defined in the Intercreditor Agreement), the Lenders and Ag Growth have agreed that the TD Security shall be held by TD, as security agent, as security for indebtedness owed by Ag Growth and the Subsidiaries to the Lenders from time to time;

3. The parties have agreed that the TD Security and the Guarantees shall be amended, in the manner set out herein;

NOW, THEREFORE IN CONSIDERATION OF THE premises and the sum of Ten (\$10.00) Dollars now paid by the Lenders to each of Ag Growth and the Subsidiaries, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby covenant and agree as follows:

1. **Preamble.** The preamble hereto shall be deemed to be included in and form an integral part of this Agreement.

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- 5 -

2. **Amendments to Security.** The TD Security is amended as follows:

(a) **GSA's.** the GSA's are amended by:

- (i) adding the following words after the reference to The Toronto-Dominion Bank on page 1 of each of the GSA's:

"in its capacity as security agent for the Participating Banks, to secure all present and future indebtedness, obligations and liabilities of the Undersigned, existing from time to time, to the Participating Banks, whether direct indebtedness to any Participating Bank or indebtedness under any present or future guarantee or similar obligation given to any Participating Bank. When used herein, the term "Participating Bank" shall mean The Toronto-Dominion Bank and The Bank of Nova Scotia, any successor or assignee from time to time of the interests of such banks and any other additional or substituted financial institution which provides credit facilities to the Undersigned and agrees to become a "Participating Bank" pursuant to an agreement with The Toronto-Dominion Bank or its assignee as security agent."

- (ii) deleting in its entirety the following paragraph on the top of page 2 of each of the GSA's (except the Ag Growth, Batco and Wheatheart GSA's) and in paragraphs 2(a), 3(a) and 5(a) of the 2000 Amending Agreement:

"This security agreement is delivered pursuant to and the provisions hereof are hereby made subject to the provisions of the commitment letter from the Bank to 628554 Saskatchewan Ltd. dated for reference May 16,

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- 6 -

2000 as it may be amended, supplemented, superceded or replaced from time to time."

and replacing it with the following:

"This security agreement is delivered pursuant to and the provisions hereof are hereby made subject to the provisions of the financing letter from The Toronto-Dominion Bank and The Bank of Nova Scotia to Ag Growth Industries Inc. dated for reference September 15, 2003 as it may be amended, supplemented, superceded or replaced from time to time."

- (b) **Hypothecations.** The Hypothecations are amended by adding the following words after the reference to The Toronto-Dominion Bank on page 1 of each of the Hypothecations:

"in its capacity as security agent for the Participating Banks, to secure all present and future indebtedness, obligations and liabilities of the undersigned, existing from time to time, to the Participating Banks, whether direct indebtedness to any Participating Bank or indebtedness under any present or future guarantee or similar obligation given to any Participating Bank. When used herein, the term "Participating Bank" shall mean The Toronto-Dominion Bank and The Bank of Nova Scotia, any successor or assignee from time to time of the interests of such banks and any other additional or substituted financial institution which provides credit facilities to the undersigned and agrees to become a "Participating Bank"

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- 7 -

pursuant to an agreement with The Toronto-Dominion Bank or its assignee as security agent."

- (c) **Assignments of Insurance.** The interests of TD in all insurance policies held by Ag Growth and the Subsidiaries shall be in its capacity as security agent for the Participating Banks, to secure all present and future indebtedness, obligations and liabilities of the named Insured, existing from time to time, to the Participating Banks, whether direct indebtedness to any Participating Bank or indebtedness under any present or future guarantee or similar obligation given to any Participating Bank. When used herein, the term "Participating Bank" shall mean The Toronto-Dominion Bank and The Bank of Nova Scotia, any successor or assignee from time to time of the interests of such banks and any other additional or substituted financial institution which provides credit facilities to the named insured and agrees to become a "Participating Bank" pursuant to an agreement with The Toronto-Dominion Bank or its assignee as security agent.
- (d) **Other TD Security.** All other TD Security is amended such that the interests of TD therein shall be in its capacity as security agent for the Participating Banks, to secure all present and future indebtedness, obligations and liabilities of Ag Growth and/or the Subsidiary or Subsidiaries, as the case may be, existing from time to time, to the Participating Banks, whether direct indebtedness to any Participating Bank or indebtedness under any present or future guarantee or similar obligation given to any Participating Bank. When used herein, the term "Participating Bank" shall mean The Toronto-Dominion Bank and The Bank of Nova Scotia, any successor or assignee from time to time of the interests of such banks and any other additional or substituted financial institution which provides credit facilities to Ag Growth and (or) the

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- 8 -

Subsidiary or Subsidiaries, as the case may be, and agrees to become a "Participating Bank" pursuant to an agreement with The Toronto-Dominion Bank or its assignee as security agent.

3. **Amendment to Guarantees.** The Guarantees are amended by:
- (a) adding the following words after the reference to The Toronto-Dominion Bank on page 1 "and The Bank of Nova Scotia (collectively herein sometimes called "you" or the "Bank" and, as the context so requires, shall mean either or both of them);
 - (b) adding the following after the words "WHEREAS you have opened or are about to open an account with" in the first line on page 1:

"or have otherwise advanced funds to or may in the future advance funds to".
4. The parties hereby ratify and confirm the TD Security and the Guarantees, as the same have been amended by this Agreement.
5. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.
6. This Agreement may not be assigned by Ag Growth or the Subsidiaries without the consent of the Lenders.
7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

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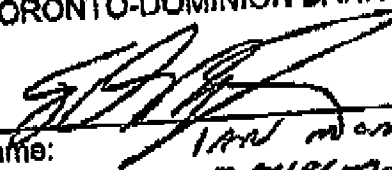
TD COMMERCIAL BANKING

PAGE 02/02

- 9 -

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

THE TORONTO-DOMINION BANK

Per: 
Name: IAN MCMARTHUR
Title: MANAGER

THE BANK OF NOVA SCOTIA

Per: _____
Name:
Title:

AG GROWTH INDUSTRIES LTD.

Per: _____
Name:
Title:

WESTFIELD INDUSTRIES LTD.

Per: _____
Name:
Title:

BATCO MANUFACTURING LTD.

Per: _____
Name:
Title:

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- 9 -

THE TORONTO-DOMINION BANK

Per: _____
Name:
Title:

THE BANK OF NOVA SCOTIA

Per: _____
Name: *Rick Friesen*
Title: *Director, Corporate Banking*

AG GROWTH INDUSTRIES LTD.

Per: _____
Name:
Title:

WESTFIELD INDUSTRIES LTD.

Per: _____
Name:
Title:

BATCO MANUFACTURING LTD.

Per: _____
Name:
Title:

WHEATHEART MANUFACTURING LTD.

Per: _____
Name:
Title:

WESTFIELD DISTRIBUTING LTD.

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P. 02

- 9 -

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.


THE TORONTO-DOMINION BANK

Per: _____
Name:
Title:


THE BANK OF NOVA SCOTIA

Per: _____
Name:
Title:


AG GROWTH INDUSTRIES LTD.

Per: 
Name: ROB STENSON
Title: PRESIDENT

WESTFIELD INDUSTRIES LTD.

Per: 
Name: ROB STENSON
Title: PRESIDENT

BATCO MANUFACTURING LTD.

Per: 
Name: ROB STENSON
Title: PRESIDENT

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P. 03

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P. 03

- 10 -

WHEATHEART MANUFACTURING LTD.

Per: [Signature]
Name: ROB STENSON
Title: PRESIDENT

WESTFIELD DISTRIBUTING LTD.

Per: [Signature]
Name: ROB STENSON
Title: PRESIDENT

WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.

Per: [Signature]
Name: ROB STENSON
Title: PRESIDENT