

**TRADEMARK ASSIGNMENT**

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
Tree Island Wire (USA), Inc.		07/06/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	GE Canada Finance Holding Company, as Agent
Street Address:	500 West Monroe Street
Internal Address:	c/o General Electric Capital Corporation
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Unlimited Company: NOVA SCOTIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3106216	TREE ISLAND
Registration Number:	2937766	SUREFIRE STAPLES & BRADS GUARANTEED PERFORMANCE
Registration Number:	2862402	K-LATH
Registration Number:	0773057	GUN LATH
Registration Number:	2808240	IA
Registration Number:	2808241	IWP
Registration Number:	1574365	IWP
Registration Number:	2509279	HALSTEEL THE BEST GUN NAILS IN THE WORLD
Registration Number:	1449316	PYROK-LATH
Registration Number:	1439813	KWIK AID
Serial Number:	78839517	TRUE SPEC
Serial Number:	78839470	TRUE SPEC NAIL IDENTIFICATION SYSTEM
Serial Number:	78664799	TI

CH \$340.00 3106216

**TRADEMARK**

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:	1660505
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	02/23/2009

Total Attachments: 8  
source=2581382#page1.tif  
source=2581382#page2.tif  
source=2581382#page3.tif  
source=2581382#page4.tif  
source=2581382#page5.tif  
source=2581382#page6.tif  
source=2581382#page7.tif  
source=2581382#page8.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 6, 2007, by TREE ISLAND WIRE (USA), INC., a Delaware corporation ("*Grantor*"), in favor of GE CANADA FINANCE HOLDING COMPANY, a Nova Scotia unlimited company, in its capacity as Agent for Lenders (in such capacity, "*Agent*").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, as a Credit Party, TREE ISLAND INDUSTRIES LTD., a company amalgamated under the laws of British Columbia, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time further amended, restated, supplemented or otherwise modified, the "*Credit Agreement*"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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:

#### SECTION 1. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

#### SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (subject to Permitted Encumbrances, if any, which are permitted to be senior to the security interests of Agent) in all of 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 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 and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### SECTION 3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


### SECTION 4. INTERCREDITOR AGREEMENT.

Notwithstanding anything to the contrary set forth herein, this Trademark Security Agreement, the Liens created hereby and the rights and remedies of Agent hereunder are subject to the terms and provisions of the Intercreditor Agreement. In the event of any inconsistency between provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall supersede the provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

TREE ISLAND WIRE (USA), INC.

By:   
Name: Daniel McAtee  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Trademark Security Agreement (Canada)

**TRADEMARK**  
**REEL: 003940 FRAME: 0560**

IN WITNESS WHEREOF, 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.

TREE ISLAND WIRE (USA), INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY,  
as Agent

By: Richard Zeni

Name: Richard Zeni

Title: Duly Authorized Signatory



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**U.S. Trademark Registrations:**

<b>Trademark Name</b>	<b>Registration Number</b>	<b>Current Owner</b>	<b>Registration Date</b>
Tree Island Logo	3,106,216	Tree Island Industries Ltd.	June 20, 2006
Surefire Staples and Brads Guaranteed Performance and Design	2,937,766	Halsteel (Assignee Tree Island Wire (USA), Inc.)	April 5, 2005
K-Lath	2,862,402 (Additional US Reg. # 773,057)	Tree Island Wire (USA), Inc.	July 13, 2004
IA stylized design	2,808,240	Tree Island Wire (USA), Inc.	January 27, 2004
IWP	2,808,241 (Additional US Reg. # 1,574,365)	Tree Island Wire (USA), Inc.	January 27, 2004
Halsteel The Best Gun Nails in the World	2,509,279	Tree Island Wire (USA), Inc.	November 20, 2001
Pyrok -Lath	1,449,316	Tree Island Wire (USA), Inc.	July 28, 1987
Kwik Aid	1,439,813	Tree Island Wire (USA), Inc.	May 19, 1987



**U.S. Trademark Applications:**

<b>Trademark Name</b>	<b>Serial Number</b>	<b>Current Owner</b>	<b>Status</b>
True Spec	Serial Number 78-839517	Tree Island Wire (USA), Inc.	Filed March 16, 2006 as an Intent to Use (Pending Application)
True Spec Nail Identification System and Design (design *6)	Serial Number 78-839470	Tree Island Wire (USA), Inc.	Filed March 16, 2006 as an Intent to Use (Pending Application)
TI and Design (design*7)	Serial Number 78-664799	Tree Island Wire (USA), Inc.	Filed July 6, 2005 (Intent to use Notice of Allowance allowed, Feb. 13, 2007)

**U.S. Trademark Licenses:**

None.

**Canadian and Foreign Trademark Registrations:**

<b>Trademark Name</b>	<b>Country</b>	<b>Registration Number</b>	<b>Current Owner</b>	<b>Registration Date</b>
Tree Island Logo (design *1)	Canada	TMA637294	Tree Island Industries Ltd.	April 14, 2005
Gun Lath	Canada	TMA173566	Tree Island Wire (USA), Inc.	December 31, 1970
Aqua-K-Lath	Canada	TMA173565	Tree Island Wire (USA), Inc.	December 31, 1970
Frost	Canada	TMA120795	Tree Island Industries Ltd	January 13, 1961

**Foreign Trademark Applications:**

None.

**Foreign Trademark Licenses:**

None.