

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying Party Data previously recorded on Reel 004107 Frame 0089. Assignor(s) hereby confirms the Trademark Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tree Island Wire (USA), Inc.		11/29/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Valiant Trust Company
Street Address:	750 Cambie Street
Internal Address:	Suite 600
City:	Vancouver
State/Country:	CANADA
Postal Code:	V6B08A2
Entity Type:	Trust Company: CANADA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77786498	STUCCO-RITE
Serial Number:	77356253	HK UNIVERSE
Serial Number:	78291811	SUREFIRE STAPLES & BRADS GUARANTEED PERFORMANCE
Serial Number:	76534175	K-LATH
Serial Number:	76494106	IA
Serial Number:	76494107	IWP
Serial Number:	78839517	TRUE SPEC
Serial Number:	78839470	TRUE SPEC NAIL IDENTIFICATION SYSTEM
Serial Number:	78664799	TI
Serial Number:	77240789	USA WIRE SOARING WITH AN EYE TO THE FUTURE

CORRESPONDENCE DATA

900149616

**TRADEMARK
 REEL: 004111 FRAME: 0616**

CH \$265.00 77786498

Fax Number: (973)295-1283
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-443-3553
Email: whelanm@gtlaw.com
Correspondent Name: Mary Whelan-Greenberg Traurig
Address Line 1: 200 Park Avenue
Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	121608-010100
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Mary J. Whelan
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Signature:	/Mary J. Whelan/
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Date:	12/10/2009
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Total Attachments: 10
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TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tree Island Industries, Ltd.		11/26/2009	COMPANY:
RECEIVING PARTY DATA			
Name:	Valiant Trust Company		
Street Address:	750 Cambie Street		
Internal Address:	Suite 600		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6B0B2		
Entity Type:	Trust Company, CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2937766	SUREFIRE STAPLES & BRADS GUARANTEED PERFORMANCE	
Registration Number:	2862402	K-LATH	
Registration Number:	2808240	IA	
Registration Number:	2808241	IWP	
Registration Number:	3438055	TRUE SPEC	
Registration Number:	3438054	TRUE SPEC NAIL IDENTIFICATION SYSTEM	
Registration Number:	3299200	TI	
Registration Number:	3648165	USA WIRE SOARING WITH AN EYE TO THE FUTURE	

Serial Number:	77786498	STUCCO-RITE
Serial Number:	77356253	HK UNIVERSE
CORRESPONDENCE DATA		
Fax Number:	(973)295-1283	
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973-443-3553	
Email:	whelanm@gtiaw.com	
Correspondent Name:	Mary Whelan-Greenberg Traurig, LLP	
Address Line 1:	200 Park Avenue	
Address Line 4:	Florham Park, NEW JERSEY 07932	
ATTORNEY DOCKET NUMBER:	121608-010100	
DOMESTIC REPRESENTATIVE		
Name:		
Address Line 1:		
Address Line 2:		
Address Line 3:		
Address Line 4:		
NAME OF SUBMITTER:	Mary J. Whelan	
Signature:	/Mary J. Whelan/	
Date:	12/03/2009	
Total Attachments: 8 source=tsa2#page1.tif source=tsa2#page2.tif source=tsa2#page3.tif source=tsa2#page4.tif source=tsa2#page5.tif source=tsa2#page6.tif source=tsa2#page7.tif source=tsa2#page8.tif		
RECEIPT INFORMATION		
ETAS ID:	TM158774	
Receipt Date:	12/03/2009	
Fee Amount:	\$265	

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, MODIFIED, SUPPLEMENTED, EXTENDED, RESTATED OR REPLACED FROM TIME TO TIME, THE "*SUBORDINATION AGREEMENT*") DATED AS OF NOVEMBER 26, 2009 AMONG EACH OF THE INVESTORS PARTY TO THE SUBORDINATED INDENTURE, TREE ISLAND WIRE INCOME FUND, TREE ISLAND INDUSTRIES, LTD., TREE ISLAND WIRE HOLDINGS (USA), INC. AND TREE ISLAND WIRE (USA), INC., GE CANADA FINANCE HOLDING COMPANY AND GENERAL ELECTRIC CAPITAL CORPORATION, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY TREE ISLAND INDUSTRIES, LTD., TREE ISLAND WIRE HOLDINGS (USA), INC. AND TREE ISLAND WIRE (USA), INC. IN CONNECTION WITH THAT CERTAIN AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF JULY 6, 2007 AMONG TREE ISLAND INDUSTRIES, LTD., TREE ISLAND WIRE HOLDINGS (USA), INC., TREE ISLAND WIRE (USA), INC., THE SENIOR CANADIAN AGENT AND SENIOR LENDERS FROM TIME TO TIME PARTY THERETO AND TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY TREE ISLAND INDUSTRIES, LTD., TREE ISLAND WIRE HOLDINGS (USA), INC. AND TREE ISLAND WIRE (USA), INC. IN CONNECTION WITH THAT CERTAIN CREDIT AGREEMENT DATED AS OF JULY 6, 2007 AMONG TREE ISLAND INDUSTRIES, LTD., TREE ISLAND WIRE HOLDINGS (USA), INC., TREE ISLAND WIRE (USA), INC., GENERAL ELECTRIC CAPITAL CORPORATION AND THE SENIOR LENDERS FROM TIME TO TIME PARTY THERETO, AS EACH SUCH CREDIT AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER EACH SUCH CREDIT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 26, 2009, by TREE ISLAND WIRE (USA), INC., a Delaware corporation ("*Grantor*"), in favor of Valiant Trust Company ("*Collateral Agent*") for the benefit of holders from time to time of the Debentures referred to below (each of the Collateral Agent and such holders referred to herein individually as a "*Holder*" and collectively as the "*Holders*").

WITNESSETH:

WHEREAS, pursuant to that certain Trust Indenture dated as of the date hereof by and among TREE ISLAND WIRE INCOME FUND, an open-ended trust created under the laws of the Province of British Columbia pursuant to a declaration of trust dated September 30, 2002 ("*Fund*"), Collateral Agent and the subsequent holders from time to time of the Debentures (as from time to time amended, restated, supplemented or otherwise modified, the "*Indenture*"),

Fund has agreed to create and issue the Debentures and the Holders have agreed to purchase the Debentures;

WHEREAS, Collateral Agent and Holders are willing to purchase the Debentures as provided for in the Indenture, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Holders, 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 Collateral Agent, for itself and the ratable benefit of Holders, 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 the Security Agreement or Indenture, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Collateral Agent, on behalf of itself and Holders, a continuing security interest (subject to Permitted Encumbrances, if any, which are permitted to be senior to the security interests of Collateral 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.

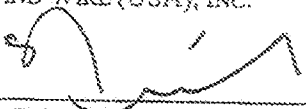
SECTION 3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

[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: Brian IRVING
Title: Vice President, Secretary and
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

Valiant Trust Company, as Collateral Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement


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:

Valiant Trust Company, as Collateral Agent

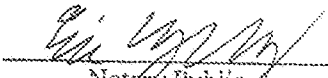
By: 
Name: Dianna Reimer
Title: Managing Director, Operations

By: 
Name: Ramie Lousa
Title: Manager, Client Services

ACKNOWLEDGMENT OF GRANTOR

Province
STATE OF British Columbia)
CITY
COUNTY OF Vancouver) ss.

On this 25 day of November, 2009 before me personally appeared Brian Irving, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Tree Island Wire (USA), Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

SANGRA MOLLER LLP
Barrister & Solicitor
Suite 1000 - Cathedral Place
925 West Georgia St.
Vancouver, B.C. V6C 9L2
Ph. (604) 682-8808

Trademark Security Agreement

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK REGISTRATIONS

Trademark Name	Registration Number	Current Owner	Registration Date
SUREFIRE STAPLES AND BRADS GUARANTEED PERFORMANCE AND DESIGN	2,937,766	Tree Island Wire (USA), Inc.	April 5, 2005
K-LATH	2,862,402 (Prior US Reg. # 773,057)	Tree Island Wire (USA), Inc.	July 13, 2004
IA & Design	2,808,240	Tree Island Wire (USA), Inc.	January 27, 2004
IWP & Design	2,808,241	Tree Island Wire (USA), Inc.	January 27, 2004
TRUE SPEC	3,438,055	Tree Island Wire (USA), Inc.	May 27, 2008
TRUE SPEC NAIL IDENTIFICATION SYSTEM & Design (design *6)	3,438,054	Tree Island Wire (USA), Inc.	May 27, 2008
TI & Design (design*7)	3,299,200	Tree Island Wire (USA), Inc.	September 25, 2007
USAWIRE SOARING WITH AN EYE TO THE FUTURE & Design	3,648,165	Tree Island Wire (USA), Inc.	June 30, 2009

U.S. TRADEMARK APPLICATIONS

Trademark Name	Serial Number	Current Owner	Status
STUCCO-RITE	77/786,498	Tree Island Wire (USA), Inc.	Filed July 24, 2009 - Pending
HK UNIVERSE & Design	77/356,253	Tree Island Wire (USA), Inc.	Filed December 27, 2007 - Pending

FOREIGN TRADEMARKS

Trademark Name	Country	Registration Number	Current Owner	Registration Date
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
K LATH	Germany	738555	Tree Island Wire (USA), Inc.	July 22, 1960

Foreign Trademark Applications:

None.

Foreign Trademark Licenses:

None.