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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Asst. Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202

RE: Our File: T-64695

1. Name (and address) of conveying party(ies)

2. Name and Address of receiving party(ies)

Microtec Security Inc.
212 Gladwin Crescent, Unit D-4
Ottawa (Ontario) K1B 5N1 CANADA

Trust La Laurentienne du Canada
425 De Maisonneuve Ouest
1ER Etage Department 772
Montreal (Quebec) CANADA H3A 2G5

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

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

- Assignment;
- Security Agreement;
- Security Agreement
- Merger
- Change of Name

Execution Date: December 29, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) B. Trademark Reg. No.(s)

75/ 813,491 and 75/813,489

Additional numbers attached Yes No

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

COLLEN LAW ASSOCIATES, P.C.
Scarborough Station - Box 306
Scarborough, New York 10510-0806

6. Total number of applications and registrations involved: 1

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

(X) Enclosed

() Authorized to be charged to deposit account

() Already submitted

8. Deposit account number:

03-2465

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of person signing

Signature

October 3, 2000

Date

Total number of pages comprising cover sheet, attachments and documents 3 - Document, Agreement, Check,

JFC:mlw

Enclosures:

- Assignment Document

- Check for recording fee of \$ 65.00

NOTE: IF THERE IS ANY FEE DUE AT THIS TIME, PLEASE CHARGE IT TO OUR DEPOSIT ACCOUNT NO. 03-2465 AND ADVISE.

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS EXPRESS MAIL, REGISTRATION NO. EL086013247US IN AN ENVELOPE ADDRESSED TO: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202.

COLLEN LAW ASSOCIATES, P.C., BOX 306, SCARBOROUGH STATION, SCARBOROUGH, NEW YORK 10510-0806

By:

Marcia Cam Date: October 3, 2000.

SECURITY AGREEMENT

Made as of December 29, 1999

Between

MICROTEC SECURITY INC.
("Grantor")

and

TRUST LA LAURENTIENNE DU CANADA INC., as
Collateral Agent

and

GE CAPITAL CANADA EQUIPMENT FINANCING INC., as
Term B Agent

MCMILLAN BINCH

BARRISTERS & SOLICITORS

SECURITY AGREEMENT

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SECURITY AGREEMENT

This Security Agreement is made as of December 29, 1999, between

MICROTEC SECURITY INC., a Canada corporation
 (“**Grantor**”)

and

TRUST LA LAURENTIENNE DU CANADA INC., as
Collateral Agent

and

GE CAPITAL CANADA EQUIPMENT FINANCING INC., as
Term B Agent

RECITALS

A. Pursuant to that certain credit agreement dated as of October 4, 1999 (as from time to time amended, restated, supplemented or otherwise modified or replaced, the “**Term A Credit Agreement**”) among Services de Prévention Microtec Inc./Microtec Security Services Inc., as borrower (“**Borrower**”), the lenders party thereto and Banque Nationale du Canada, as agent (in such capacity together with its successors and assigns, “**Term A Agent**”) for itself and for the lenders party thereto from time to time, including GECEF (collectively, “**Term A Secured Parties**”), Term A Secured Parties have agreed to provide Borrower with revolving credit facilities of up to \$60,000,000.

B. Pursuant to that certain credit agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified or replaced, the “**Term B Credit Agreement**”) among Borrower, its parent holding company, Les Entreprises Microtec Inc./Microtec Enterprises Inc. (“**Parent**”) and the other credit parties named therein (collectively, together with Borrower and Parent, the “**Credit Parties**”), the lenders party thereto and GECEF, as agent (in such capacity together with its successors and assigns, “**Term B Agent**”) for itself and for the lenders party thereto from time to time (collectively, “**Term B Secured Parties**”), Term B Secured Parties have agreed to provide Borrower with a term loan of up to \$15,000,000.

C. Pursuant to (a) guarantees given to Term A Secured Parties from time to time, Grantor had guaranteed the payment and performance of obligations owing by the Borrower under the Term A Credit Agreement, and (b) a guarantee dated as of the date hereof given by Grantor in favour of Term B Agent (as from time to time amended, restated, supplemented or otherwise modified or replaced, the “**Guarantee**”), Grantor has guaranteed the payment and performance of all Guaranteed Obligations of the Applicable Credit Parties (as defined in the Guarantee) to Term B Secured Parties and GECEF.

D. Secured Parties require that Grantor shall have executed and delivered this Agreement as security for the Obligations (as defined below).

E. Grantor has received and reviewed copies of the Term A Credit Agreement, the Term B Credit Agreement, and the other Loan Documents and has determined that it is in its interest and its financial benefit that it enter into this Agreement (as defined below).

FOR VALUE RECEIVED, the parties agree as follows:

SECTION 1 – INTERPRETATION

1.1 Terms Defined in PPSA. The terms “Goods”, “Chattel Paper”, “Document of Title”, “Equipment”, “Instrument”, “Intangible”, “Security”, “Inventory”, “Accession”, “Money”, “Account”, “financing statement” and “financing change statement” whenever used herein shall be interpreted in accordance with their respective meanings when used in the *Personal Property Security Act* (Ontario), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the “PPSA”. The term “Goods” when used herein shall not include “consumer goods” of Grantor as that term is defined in the PPSA. Any reference herein to “Collateral” shall, unless the context otherwise requires, be deemed a reference to “Collateral or any part thereof”.

1.2 Other Defined Terms. Unless otherwise defined, capitalized terms used herein have the following meanings:

(1) **Agreement** means this security agreement and all schedules attached hereto as the same may be amended, restated, supplemented or otherwise modified from time to time. All uses of the words “hereto”, “herein”, “hereof”, “hereby” and “hereunder” and similar expressions refer to this Agreement and not to any particular section or portion of it.

(2) **Business** means all of the business carried on by Grantor through each of its divisions now or in the future, and all goodwill associated with it.

(3) **Collateral** has the meaning given to it in Section 2.1.

(4) **Collateral Agent** means Trust La Laurentienne du Canada Inc., as security agent for Secured Parties, and its successors and assigns.

(5) **Confidential Information** means the trade secrets, confidential information and confidential know-how in which Grantor now or hereafter has an interest. Confidential Information includes, without limitation, the following aspects of the Business:

- (a) all unpatented inventions,
- (b) all customer and supplier lists for the Business,
- (c) all unpublished studies and data, prototypes, drawings, design and construction specifications and production, operating and quality control manuals used in the Business.

- (d) all marketing strategies and business plans,
- (e) all current or proposed business opportunities, and
- (f) all documents, materials and media embodying other items of Confidential Information.

(6) **Copyrights** means all copyrights that Grantor now or hereafter owns or uses. Copyrights include:

- (a) all copyrights and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the Canadian Copyright Office or in any similar office or agency in any other country or any political subdivision thereof, and
- (b) all reissues, extensions or renewals thereof.

(7) **Credit Party** has the meaning given to it in the Term B Credit Agreement.

(8) **Designs** means all industrial designs, design patents and other designs that Grantor now or hereafter owns or uses. Designs include:

- (a) all registrations and applications that have been or shall be made or filed in the Canadian Industrial Design Office or any similar office in any country in the world and all records thereof and all reissues, extensions or renewals thereof, and
- (b) all common law and other rights in the above.

(9) **Event of Default** means an Event of Default as defined in the Term B Credit Agreement or an event of default as defined in the Term A Agreement.

(10) **GECEF** means GE Capital Canada Equipment Financing Inc. and its successors and assigns.

(11) **Intellectual Property** means all Confidential Information, Copyrights, Designs, Licence Agreements, Patents, Software, Trade-marks, trade-secrets, customer lists and general intangibles, including, without limitation, the Intellectual Property listed in Schedule 4.1(5).

(12) **Intercreditor Agreement** means the intercreditor agreement dated as of the date hereof among the Secured Parties, Borrower, Credit Parties and Parent (as from time to time amended, restated, supplemented or otherwise modified or replaced).

(13) **Licence Agreements** means the Licensor Licence Agreements and the Licensee Licence Agreements.

- (14) **Licensee Licence Agreements** means all agreements pursuant to which Grantor has obtained rights or an option to acquire rights to use any copyright, patent, trade-mark, industrial design, confidential information or other intellectual or industrial property owned by a Person.
- (15) **Licensor Licence Agreements** means all agreements pursuant to which Grantor has granted to a Person rights or an option to acquire rights to use any copyright, patent, trade-mark, industrial design, confidential information or other intellectual or industrial property owned by Grantor.
- (16) **Loan Documents** has the meaning given to it in the Term B Credit Agreement.
- (17) **Obligations** means any and all indebtedness, liabilities and obligations, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, as principal or surety, of Grantor to Secured Parties, or any of them, arising under, in connection with or by virtue of any guarantee or suretyship given by Grantor to Term A Secured Parties or Term B Secured Parties from time to time, including the Guarantee, this Agreement, the Term A Credit Agreement, the Term B Credit Agreement, any document collateral thereto or any other Loan Document to which Grantor is a party.
- (18) **Patents** means all of the following in which any Credit Party now holds or hereafter acquires any interest: (a) all letters patent of invention and all applications for letters patent and all registrations and recordings thereof, including registrations, recordings and applications in the Canadian Patent and Trade-mark Office or in any similar office or agency in any other country, or political subdivision thereof and (b) all reissues, continuations, continuations-in-part or extensions thereof.
- (19) **Person** includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other entity recognized by law other than Grantor or any Secured Party.
- (20) **Proceeds** means "proceeds," as such term is defined in the PPSA and, in any event, shall include (a) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to any Credit Party from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to any Credit Party from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under colour of governmental authority), (c) any claim of any Credit Party against third parties (i) for past, present or future infringement of any Patent or Patent License, or (ii) for past, present or future infringement or dilution of any Copyright, Copyright License, Trade-mark or Trade-mark License, or for injury to the goodwill associated with any Trade-mark or Trade-mark License, (d) any recoveries by any Credit Party against third parties with respect to any litigation or dispute concerning any of the Collateral, and (e) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, upon disposition or otherwise.
- (21) **Secured Parties** means collectively, Term A Agent, GECEF, Term B Agent, Collateral Agent, Term A Secured Parties and Term B Secured Parties and **Secured Party** means any of them individually, together with their respective successors, transferees and assigns.

(22) **Security Interest** has the meaning given to it in Section 2.1.

(23) **Software** means all computer programs and databases now owned or used or hereafter acquired or used by Grantor in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored from time to time, and the copyright therein including, without limitation, those listed on Schedule 4.1(5). Software includes both the object code and source code versions of each such program and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such software and databases are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto; provided that, non-customized commercial software that is available for sale to the general public shall not constitute "Software".

(24) **Trade-marks** means all of the following now owned or used or hereafter acquired or used by the Grantor: (a) all trade-marks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the Canadian Trade-marks Office or in any similar office in any country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

1.3 Terms Defined in Term B Credit Agreement. Other capitalized terms used herein and not otherwise defined have the meanings given to them in the Term B Credit Agreement or in Annex "A" thereto.

1.4 Paramountcy To the extent of any conflict or inconsistency between the provisions of the Term B Credit Agreement and this Agreement, the Term B Credit Agreement shall prevail, except as otherwise explicitly provided in this Agreement; provided that, for greater certainty, there shall not be any such conflict or inconsistency unless the Grantor cannot comply with all relevant provisions.

SECTION 2 – SECURITY INTEREST

2.1 Grant of Security Interest. As continuing collateral security for the due payment and performance by Grantor of all of the Obligations, Grantor hereby grants to Collateral Agent for itself and for the benefit of the other Secured Parties a security interest (the "**Security Interest**") in the undertaking of Grantor and in all of Grantor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of Grantor (including such as may be returned to or repossessed by Grantor) and in all Proceeds and renewals thereof, accretions thereto and substitutions therefor, and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Grantor:

- (1) all Inventory of whatever kind and wherever situate;
- (2) all Equipment (other than Inventory) of whatever kind and wherever situate;
- (3) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Grantor (“**Debts**”);
- (4) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (5) all leasehold interests (as landlord or as tenant) in real and immoveable property now owned or hereafter acquired by Grantor;
- (6) all contractual rights and insurance claims; and
- (7) all Intellectual Property.

The foregoing undertaking and property are collectively referred to as the “**Collateral**”. In addition, to secure the prompt and complete payment, performance and observation of the Obligations, Grantor hereby grants to Collateral Agent, for itself and for the benefit of the other Secured Parties, a right of set-off against Collateral held by any Secured Party for any purpose.

2.2 Exception to Last Day. The Security Interest granted hereby shall not extend or apply to, and Collateral shall not include, the last day of the term of any lease or agreement therefor but, upon the enforcement of the Security Interest, Grantor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

2.3 Liability for Deficiency. If the Collateral is realized upon and the Security Interest in the Collateral is not sufficient to satisfy all Obligations, Grantor acknowledges and agrees that, subject to the provisions of the PPSA, Grantor shall continue to be liable for any Obligations remaining outstanding and Secured Parties shall be entitled to pursue full payment thereof.

2.4 Hypothec. As continuing security for the due payment and performance of all of the Obligations from time to time owing by the Grantor to GE Capital Canada Equipment Financing Inc., National Bank of Canada, Fédération des Caisses Populaires Desjardins de Québec or Bank of Montreal (collectively, the “**Lenders**”), Grantor hereby hypothecates in favour of each of the Lenders, in each case for the sum of Cdn\$85,000.000, together with interest thereon in each case at the rate of 20% per annum from the date hereof, all of its present and future movable property, corporeal and incorporeal, including, without limitation, all of its inventory, machinery, tools, equipment, intellectual property and claims. Notwithstanding anything to the contrary herein contained, this Section 2.4 will be governed by and interpreted in accordance with the laws of Quebec, which laws will also govern the enforcement of the hypothecs created hereunder.

SECTION 3 – COLLATERAL AGENT’S AND SECURED PARTIES’ RIGHTS; LIMITATIONS ON AGENT’S AND SECURED PARTIES’ OBLIGATIONS

3.1 Continued Liability of Grantor under Licenses, etc. It is expressly agreed by Grantor that, anything herein to the contrary notwithstanding, Grantor shall remain liable under each of its Contracts and each of its Licence Agreements to observe and perform all the conditions and obligations to be observed and performed by it thereunder. No Secured Party shall have any obligation or liability under any Contract or Licence Agreement by reason of or arising out of this Agreement or the granting herein of a Security Interest therein or the receipt by any Secured Party of any payment relating to any Contract or Licence Agreement pursuant hereto. No Secured Party shall be required or obligated in any manner to perform or fulfil any of the obligations of Grantor under or pursuant to any Contract or Licence Agreement, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or Licence Agreement, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

3.2 Notice to Account Debtors. Upon the occurrence of a Default or an Event of Default that is continuing, Collateral Agent or Term B Agent may without prior notice to Grantor, notify any Account Debtors obligated under any Account of Grantor, parties to any Contracts of Grantor and obligors in respect of Instruments and Chattel Paper, that such Accounts and the right, title and interest of Grantor in and under such Contracts, Instruments and Chattel Paper have been assigned to Collateral Agent and that all payments shall be made directly to Collateral Agent. Upon the occurrence of a Default or an Event of Default that is continuing, and at the request of Collateral Agent or Term B Agent, Grantor shall so notify such Account Debtors, parties to Contracts and obligors in respect of Instruments and Chattel Paper. Grantor acknowledges that any payments on or other proceeds of Collateral received by Grantor from such Account Debtors, whether before or after notification of this Security Interest to such Account Debtors and whether before or after the occurrence of a Default or an Event of Default, shall be received and held by Grantor in trust for Collateral Agent and shall be deposited into the appropriate blocked account of Borrower as required by Collateral Agent or Term B Agent or, if Collateral or Term B Agent requests, turned over to Collateral Agent.

3.3 Verification of Accounts. Term B Agent may, upon giving notice to Grantor of its intention, at any time in Term B Agent’s own name or in the name of Grantor communicate with Account Debtors, parties to Contracts, obligors in respect of Instruments and obligors in respect of Chattel Paper to verify with such Persons, to Term B Agent’s satisfaction, the existence, amount and terms of any such Accounts, Contracts, Instruments or Chattel Paper. If a Default or an Event of Default shall have occurred and be continuing, Grantor, at its own expense, shall cause the independent chartered accountants then engaged by such Grantor to prepare and deliver to each Secured Party at any time and from time to time promptly upon Term B Agent’s request the following reports with respect to Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts as Term B Agent may request.

SECTION 4 – REPRESENTATIONS AND WARRANTIES OF GRANTOR

4.1 Representations and Warranties. Grantor represents and warrants and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant to Secured Parties that:

(1) the Collateral is genuine and owned by Grantor free of all Liens, save for the Security Interest, Permitted Encumbrances and those Liens hereafter approved in writing by Term B Agent, prior to their creation or assumption;

(2) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the Account Debtor to pay the same and the amount represented by Grantor to Secured Parties from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Grantor which can be asserted against Secured Parties whether in any proceeding to enforce Collateral or otherwise, except as specifically disclosed to Secured Parties in writing;

(3) the execution, delivery and performance of the obligations under this Agreement and the creation of any security interest in or assignment hereunder of Grantor’s rights in the Collateral to Collateral Agent will not result in a breach of any agreement to which Grantor is a party or by which Grantor or its property is bound;

(4) with respect to the Accounts of Credit Parties, (i) they represent *bona fide* rendering of services to Account Debtors in the ordinary course of Grantor’s business and are not evidenced by a judgment, Instrument or Chattel Paper; (ii) the amounts shown on all invoices, statements and Collateral Reports which may be delivered to any Secured Party with respect thereto are actually and absolutely owing to Grantor as indicated thereon and are not in any way contingent; (iii) except as specifically disclosed in writing to Secured Parties, there are no setoffs, claims or disputes existing or asserted with respect thereto and Grantor has made no agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by Grantor in the ordinary course of its business for prompt payment and disclosed to Secured Parties; (iv) to Grantor’s knowledge, except as specifically disclosed in writing to Secured Parties, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on Grantor’s books and records and any invoices, statements or other reports delivered to Secured Parties with respect thereto; (v) to Grantor’s knowledge, all Account Debtors have the capacity to contract; (vi) except as specifically disclosed in writing to Secured Parties, Grantor has no notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor’s financial condition; and (vii) except as specifically disclosed in writing to Secured Parties, Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due or is otherwise insolvent;

(5) Grantor does not have any interest in, or title to, any Intellectual Property except as set forth in Schedule 4.1(5) hereto. All Grantor's Intellectual Property applications and registrations are valid and in good standing and the Grantor is the owner of the applications and registrations.

(6) This Agreement is effective to create valid and continuing security interests in favour of Collateral Agent in Grantor's Intellectual Property.

SECTION 5 – COVENANTS OF GRANTOR

5.1 Covenants. So long as this Agreement remains in effect, Grantor covenants and agrees with Secured Parties as follows:

(1) ***Defence of Collateral.*** Grantor shall defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; shall diligently initiate and prosecute legal action against all infringers of Grantor's rights in Intellectual Property; shall take all reasonable action to keep the Collateral free from all Liens, except for the Security Interest, licences which are compulsory under federal or provincial legislation, Permitted Encumbrances and those hereafter approved in writing by Term B Agent, prior to their creation or assumption, and shall not sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral, or attempt or contract to do so except as permitted by the Term B Credit Agreement.

(2) ***Notice to Secured Parties.*** Grantor shall notify Secured Parties promptly of:

- (a) any change in the information contained herein or in the Schedules hereto relating to Grantor, Grantor's business or Collateral;
- (b) the details of any significant acquisition of Collateral;
- (c) the details of any claims or litigation affecting Grantor or Collateral, as required by the Term B Credit Agreement;
- (d) any default by any Account Debtor in payment or other performance of its obligations, as required by the Term B Credit Agreement.

(3) ***Maintenance of Collateral.*** Grantor shall keep Collateral in good order, condition and repair and not use Collateral in violation of the provisions of this Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; shall keep all agreements, registrations and applications relating to Intellectual Property and Intellectual Property used by Grantor in its business in good standing and renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by Collateral Agent; and shall apply to register all existing and future Intellectual Property whenever it is commercially reasonable to do so.

(4) ***Filings and Searches.*** Grantor shall execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by

Collateral Agent of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith.

(5) **Taxes.** Grantor shall pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Grantor or Collateral as and when the same become due and payable.

(6) **Insurance.** Grantor shall insure Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as is required under the Term B Credit Agreement with loss payable to Collateral Agent and Grantor, as insureds, as their respective interests may appear, and pay all premiums therefor.

(7) **No Accessions.** Grantor shall prevent Collateral, except for Inventory sold or leased as permitted hereby or by the Term B Credit Agreement, from being or becoming an accession to other property not covered by this Agreement.

(8) **Conduct of Business.** Grantor shall carry on and conduct the business of Grantor in a proper and efficient manner and so as to protect and preserve Collateral and keep, in accordance with Canadian generally accepted accounting principles, consistently applied, proper books of account for Grantor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at any Secured Party's request so as to indicate Collateral Agent's Security Interest.

(9) **Records.** Grantor shall keep and maintain, at its own cost and expense, satisfactory and complete records of the Collateral, including a record of any and all payments received and any and all credits granted with respect to the Collateral. Grantor shall at all times maintain duplicate books and records or supporting documentation on media, including computer tapes and discs owned by Grantor, that constitute or relate to Collateral, at an office of the Grantor located where Collateral Agent's Security Interest has been duly perfected.

(10) **Intellectual Property.**

(a) If Grantor shall (1) obtain rights to any new Intellectual Property or (2) become entitled to the benefit of any Intellectual Property, Grantor shall give to Term B Agent prompt written notice thereof. Grantor shall make applications to register its Intellectual Property, as is appropriate in its best interests and use its best efforts to preserve and maintain all rights in its Intellectual Property, as is appropriate in its best interests. Grantor shall notify Term B Agent immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development regarding Grantor's ownership of any Intellectual Property, its right to register the same, or to keep and maintain the same. Upon request of Term B Agent, Grantor shall execute and deliver any and all intellectual property security agreements as Term B Agent may request to evidence Secured Parties' security interests on Grantor's Intellectual Property. Grantor shall, and Grantor shall instruct the solicitor or agent prosecuting or filing each Intellectual Property application of Grantor to,

take all necessary steps to perfect Secured Parties' security in the Intellectual Property that is the subject of such applications and to deliver to Term B Agent as soon as practically possible a legal opinion from counsel, and in form and substance, satisfactory to Term B Agent, stating that Secured Parties' security in Grantor's Intellectual Property is enforceable and duly perfected. With respect to Grantor's options to acquire rights in or rights to use any Intellectual Property, Grantor shall deliver to Term B Agent a copy of each Licensee Licence Agreement evidencing such options or rights, as applicable, and an agreement duly executed by each owner and (in the case of rights sub-licensed to Grantor) each licensor of such Intellectual Property, in form and substance satisfactory to Term B Agent, together with a legal opinion relating to such security from counsel, and in form and substance satisfactory to Term B Agent.

- (b) If any of the Grantor's Intellectual Property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Term B Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Term B Agent shall deem appropriate under the circumstances to protect such Intellectual Property.

(11) **Additional Documents.** Grantor shall deliver to Secured Parties from time to time promptly upon request:

- (a) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (b) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (c) all financial statements prepared by or for Grantor regarding Grantor's business,
- (d) all policies and certificates of insurance relating to Collateral, and
- (e) such information concerning Collateral, Grantor and Grantor's business and affairs as any Secured Party may reasonably request.

SECTION 6 – USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Grantor's covenants contained herein and in Section 5 hereof, Grantor may, until the occurrence of a Default or an Event of Default that is continuing, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Grantor's business in any manner not inconsistent with the provisions hereof and the other Loan Documents; provided always that Term B Agent shall have the right at any time and from time to time to verify the existence and state of the Collateral in accordance with the Term B Credit

Agreement and Grantor agrees to furnish all assistance and information and to perform all such acts as Term B Agent may reasonably request in connection therewith and for such purpose to grant to Term B Agent or its agents access to all places where Collateral may be located and to all premises occupied by Grantor to the extent required by the Term B Credit Agreement.

SECTION 7- REMEDIES

7.1 Appointment of Receiver. Upon the occurrence of and during the continuance of any Event of Default, Collateral Agent may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of Collateral Agent or not, to be a receiver or receivers (hereinafter called a “**Receiver**”, which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Grantor and not of Collateral Agent, or any Secured Parties, and no Secured Parties shall be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, its servants, agents or employees. Subject to the provisions of the instrument appointing it, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Grantor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Grantor, enter upon, use and occupy all premises owned or occupied by Grantor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Grantor’s business or as security for loans or advances to enable the Receiver to carry on Grantor’s business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by Collateral Agent, all Money received from time to time by such Receiver in carrying out its appointment shall be received in trust for and paid over to Collateral Agent. Every such Receiver may, in the discretion of Collateral Agent, be vested with all or any of the rights and powers of Collateral Agent.

7.2 Exercise of Rights by Collateral Agent. Upon and during the continuance of an Event of Default, Collateral Agent may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of Section 7.1.

7.3 Taking Possession of Collateral. Upon and during the continuance of an Event of Default, Collateral Agent may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof, and may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to Collateral Agent may seem reasonable.

7.4 Rights and Remedies under PPSA. In addition to those rights granted herein and in any other agreement now or hereafter in effect between Grantor, and any Secured Party and in addition to any other rights Secured Parties may have at law or in equity, Collateral Agent shall have, both before and after any Event of Default, all rights and remedies of a secured party under the PPSA. However, no Secured Party shall be liable or accountable for any failure to exercise

its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, no Secured Party shall have any obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in any Secured Party's possession and no Secured Party shall be liable or accountable for failure to do so.

7.5 Cooperation of Grantor with respect to Taking Possession. Grantor acknowledges that Collateral Agent or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Grantor agrees upon request from Collateral Agent, or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

7.6 Costs. Grantor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by any Secured Party or any Receiver whether directly or for services rendered (including solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by any Secured Party or any Receiver, as permitted hereby, subject to the Intercreditor Agreement, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

7.7 Notice of Sale. Collateral Agent will give Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.

7.8 Grant of Licence to Use Intellectual Property. For the purpose of enabling Secured Parties to exercise their rights and remedies hereunder, under the Term A Credit Agreement, the Term B Credit Agreement, any document collateral thereto or any other Loan Document, Grantor hereby grants to Secured Parties an irrevocable, non-exclusive licence (exercisable without payment of royalty or other compensation to Grantor) to use, licence or sublicense any Intellectual Property now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such licence access to all media in which any of the licenced items may be recorded or stored and to all Software used for the compilation or printout thereof.

7.9 Power of Attorney. Upon the occurrence of an Event of Default that is continuing, and receiving written demand from Collateral Agent, Grantor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever Collateral Agent directs, including to Collateral Agent. Grantor appoints any officer or director or sub-agent of Collateral Agent upon an Event of Default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. Grantor hereby authorizes Collateral Agent to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Liens affecting Collateral or identifying the locations at which Grantor's business is carried on and Collateral

and records relating thereto are situate) as Collateral Agent may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Grantor hereby irrevocably constitutes and appoints Collateral Agent the true and lawful attorney of Grantor, with full power of substitution, to do any of the foregoing in the name of Grantor whenever and wherever it may be deemed necessary or expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

SECTION 8 – MISCELLANEOUS

8.1 Performance by Collateral Agent. Upon Grantor’s failure to perform any of its duties hereunder, Collateral Agent may, but shall not be obligated to, perform any or all of such duties, and Grantor shall pay to Collateral Agent forthwith upon written demand therefor, an amount equal to the expense incurred by Collateral Agent in so doing plus interest thereon from the date such expense is incurred until it is paid at an annual rate of interest equal to the Default Rate (as defined in the Term B Credit Agreement).

8.2 Collateral Agent’s Duties. Collateral Agent may execute any of its duties hereunder by or through employees or nominees or sub-agents and shall be entitled to act hereunder solely upon written instructions from either Term A Agent or Term B Agent and it shall be entitled to advice of counsel concerning all matters pertaining to its duties hereunder.

8.3 Extensions, etc. Collateral Agent may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Grantor, debtors of Grantor, any other Credit Party sureties and others and with Collateral and other security as Collateral Agent may see fit without prejudice to the liability of Grantor or Collateral Agent’s right to hold and realize the Security Interest. Furthermore, Collateral Agent may demand, collect and sue on Collateral in either Grantor’s or, Collateral Agent’s name, at Collateral Agent’s option, and may endorse Grantor’s name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

8.4 No Waiver. No delay or omission by any Secured Party, at any time or times, to require strict performance by the Grantor of any provision of this Agreement shall waive, affect or diminish any right of such Secured Party thereafter to demand strict compliance and performance therewith. Any suspension or waiver of an Event of Default shall not suspend, waive or affect any other Event of Default whether the same is prior or subsequent thereto and whether the same or of a different type.

8.5 Waiver of Protest. Grantor waives protest of any Instrument constituting Collateral at any time held by any Secured Party on which Grantor is in any way liable and, subject to Section 8.6 hereof, notice of any other action taken by any Secured Party.

8.6 Assignment and Enurement. This Agreement shall be binding on and shall enure to the benefit of the parties hereto and their respective successors and assigns, except as otherwise provided herein. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Grantor shall not assert against the

assignee any claim or defence which Grantor now has or hereafter may have against any Secured Party. Secured Parties may assign, endorse or transfer any instrument evidencing all or any part of the Obligations as provided in, and in accordance with, the Term A Credit Agreement or the Term B Credit Agreement, as applicable, subject to the Intercreditor Agreement, and the holder of such instrument shall be entitled to the benefits of this Agreement. Grantor may not assign or otherwise transfer any of the rights or obligations hereunder without the prior written consent of Secured Parties as required under the Term A Credit Agreement or the Term B Credit Agreement, as applicable. If more than one Grantor executes this Agreement the obligations of such Grantors hereunder shall be joint and several.

8.7 Amendment. Save for any schedules which may be added hereto pursuant to the provisions hereof, no amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless same shall be in writing and executed by the parties hereto.

8.8 Notices. Except as otherwise provided herein, each notice, demand, request, consent, approval, declaration or other communication which shall or may be given hereunder shall be in writing and shall be deemed to have been validly served, given or delivered if served, given or delivered in accordance with the notice provision of the Intercreditor Agreement.

8.9 Remedies Cumulative. Secured Parties' rights, remedies and powers under this Agreement shall be cumulative and nonexclusive of any other rights, remedies and powers which any Secured Party may have under any other agreement, including the Term A Credit Facility, the Term B Credit Facility, any document collateral thereto, the other Loan Documents, by operation of law or otherwise. Recourse to the Collateral shall not be required. No single or partial exercise by any Secured Party of any right, remedy or power precludes or otherwise affects the exercise of any other right, remedy or power to which that party may be entitled.

8.10 Headings. The headings used in this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

8.11 Number and Gender. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders.

8.12 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.13 Extensions. Nothing herein contained shall in any way obligate any Secured Party to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Obligations.

8.14 Attachment. The Security Interest created hereby is intended to attach when this Agreement is signed by Grantor and delivered to Collateral Agent.

8.15 Amalgamation. Grantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term “Grantor” when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:

- (1) shall extend to “Collateral” (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any “Collateral” thereafter owned or acquired by the amalgamated company, and
- (2) shall secure the “Obligations” (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to Secured Parties at the time of amalgamation and any “Obligations” of the amalgamated company to Secured Parties thereafter arising. The Security Interest shall attach to “Collateral” owned by each company amalgamating with Grantor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any “Collateral” thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

8.16 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario applicable to contracts made and performed in that province, and the laws of Canada applicable therein. Each of the parties hereto hereby consents and agrees that the courts of the Province of Ontario shall have non-exclusive jurisdiction to hear and determine any claims or disputes between Grantor and Secured Parties pertaining to this Agreement or to any matter arising out of or relating to this Agreement provided, that Secured Parties and Grantor acknowledge that any appeals from those courts may have to be heard by a court other than a court of the Province of Ontario. Nothing in this Agreement shall be deemed or operate to preclude Secured Parties from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral, or to enforce a judgment or other court order. Grantor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Grantor hereby waives any objection which Grantor may have based upon lack of personal jurisdiction, improper venue or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

8.17 Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, which shall, collectively, constitute one agreement.

SECTION 9 – COPY OF AGREEMENT

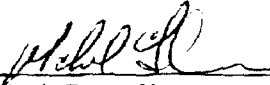
9.1 Copy. Grantor hereby acknowledges receipt of a copy of this Agreement.

9.2 Waiver. To the extent permitted by applicable law, Grantor waives Grantor’s right to receive a copy of any financing statement or financing change statement registered by Collateral Agent, or of any verification statement with respect to any financing statement or financing change statement registered by Collateral Agent.

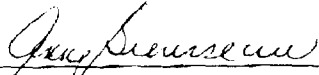
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF this Agreement has been executed as of the date first written above.

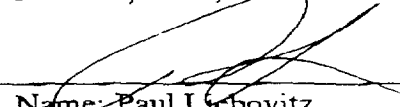
MICROTEC SECURITY INC., as Grantor

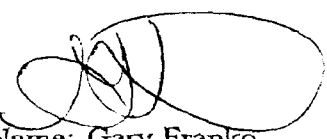
By: 
Name: Michel Gosselin
(Authorized Signatory)

**TRUST LA LAURENTIENNE DU CANADA
INC., as Collateral Agent**

By: 
Name: ~~Richard Guay~~ ANNÉE BRUSSEAU
(Authorized Signatory)

**GE CAPITAL CANADA EQUIPMENT
FINANCING, INC., as Term B Agent**

By: 
Name: Paul Liebovitz
Title: Vice President

By: 
Name: Gary Franko
Title: Vice President

COPYRIGHTS

N/A

LICENSOR LICENSING AGREEMENTS

N/A

LICENSEE LICENSING AGREEMENTS

N/A

OTHER INTELLECTUAL PROPERTY

N/A

Schedule 4.1(5) - Intellectual Property

MICROTEC SECURITY INC.

TRADE-MARKS

(Trade-mark Registrations)

Trade-mark	Application No.	Registration No.	Renewal Date	Registration Date
CANADA				
N/A	N/A	N/A	N/A	N/A

(Trade-mark Applications)

Trade-mark	Application No.	Filing Date
CANADA		
Microtec Plus	1 013 309	1999/04/27
Life Start	1 013 310	1999/04/27
Life Start & design (Hbleu)	1 015 491	1999/05/17
Life Start & design (Vbleu)	1 015 494	1999/05/17
Life Start & design (Hblanc)	1 015 493	1999/05/17
Life Start & design (Vblanc)	1 015 492	1999/05/17
Life Plus	1 021 612	1999/07/08

(Trade-mark Applications)

Trade-mark	Application No.	Filing Date
ÉTATS-UNIS Life Plus		

Patents

(Patents)

Title	Patent No.	Issuance Date
N/A (CANADA & ÉTATS-UNIS)	N/A	N/A

(Patent Applications)

Title	Patent No.	Issuance Date
N/A (CANADA & ÉTATS-UNIS)	N/A	N/A

INDUSTRIAL DESIGNS

N/A
