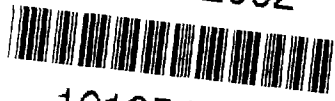


01-22-2002

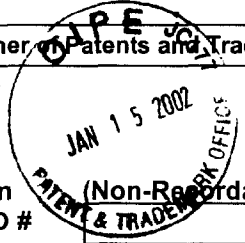
1/15/02

RI



101954831

IEET



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recording)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Month Day Year \_\_\_\_\_

Merger  Change of Name \_\_\_\_\_

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name **ULTRAVISION CORPORATION** Execution Date Month Day Year **12192001**

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization **CANADA**

Receiving Party

Mark if additional names of receiving parties attached

Name **NATIONAL BANK TRUST INC.**

DBA/AK/A/T/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **1100 UNIVERSITY STREET**

Address (line 2) \_\_\_\_\_

Address (line 3) **MONTREAL** **QUEBEC, CANADA** **H3B 2G7**  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other **TRUST**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Organization **CANADA**

01/18/2002 DBYRNE 00000031 75197924  
01 FC:481 40.00 OP  
02 FC:482 425.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimates to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002427 FRAME: 0441

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages  Enter the total number of pages of the attached conveyance document including any attachments.

Trademark Application Number(s) or Registration Number(s)  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75197924"/>	<input type="text" value="75480966"/>	<input type="text" value="75725699"/>	<input type="text" value="0698569"/>	<input type="text" value="2161839"/>	<input type="text" value="2358789"/>
<input type="text" value="75480993"/>	<input type="text" value="75485778"/>	<input type="text" value="75913154"/>	<input type="text" value="2123436"/>	<input type="text" value="2197391"/>	<input type="text"/>
<input type="text" value="75480965"/>	<input type="text" value="75480968"/>	<input type="text" value="78027240"/>	<input type="text" value="2116046"/>	<input type="text" value="2286513"/>	<input type="text"/>

Number of Properties  Enter the total number of properties involved.

Fee Amount  Fee Amount for Properties Listed (37 CFR 3.41):

Method of Payment: Enclosed  Deposit Account

Deposit Account  (Enter for payment by deposit account or if additional fees can be charged to the account.)

Authorization to charge additional fees: Yes  No

**Statement and Signature**

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. Charges to deposit account are authorized, as indicated herein.

Mark Iskovitz  
Name of Person Signing

Mark Iskovitz  
Signature

1-15-02  
Date Signed

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

7625518	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
78032203	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

DEED OF HYPOTHEC

ON THE NINETEENTH (19<sup>TH</sup>) DAY OF DECEMBER TWO THOUSAND AND ONE (2001).

B E F O R E Mtre Laurent Roy, the undersigned Notary for the Province of Québec, practicing at Montréal.

APPEARED: NATIONAL BANK TRUST INC., a trust constituted under *An Act Respecting Trust Companies and Savings Companies* and Part 1 of the *Companies Act* (Québec), having its head office at 1100, University Street, Montréal (Québec) H3B 2G7, herein acting and represented by Nathalie Gagnon, its Account Manager, and by Andrée Binette, its Section Manager, hereunto authorized as they so declare pursuant to a resolution adopted on October 31, 2001. Notice of its address has been registered at the Register of Personal and Movable Real Rights under number 000518.

(hereinafter the "Trustee")

AND: ULTRAVISION CORPORATION, a company incorporated under the laws of the Province of Alberta, having its registered office at 421, 7<sup>th</sup> Avenue S.W., Calgary, Alberta, T2P 4K9 and a place of business at 3300, 2<sup>nd</sup> Street, St-Hubert, Québec, J3Y 8Y7, herein acting and represented by Claudie Charbonneau, its Chief Financial Officer, duly authorized pursuant to a resolution of the board of directors duly adopted on December 19, 2001, a certified copy of which is annexed hereto after having been acknowledged true and signed for identification by the said representative with and in the presence of the undersigned Notary.

✓ fourteen (14th)  
h.l. @ [initials]

(hereinafter the "Grantor")

WHICH PARTIES HAVE DECLARED AS FOLLOWS:

WHEREAS the Grantor, as Issuer, has entered into a convertible debenture indenture with the Trustee, as *fondé de pouvoir*, dated December 19, 2001 whereby the Grantor is authorized to create and issue 13% Secured Convertible Series A Debentures (the "Series A Debentures") and 13% Unsecured Convertible Series B Debentures in the manner set forth therein (the "Indenture");

WHEREAS the Grantor has duly appointed the Trustee to act as *Fondé de pouvoir* ("person holding the power of attorney") on behalf of present and future Debentureholders pursuant to Section 11.1 of the Indenture;

**WHEREAS** the execution and delivery of this Deed by the Grantor constitutes a condition precedent under the Indenture;

**WHEREAS** the execution of this Deed has been duly authorized.

**NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

Unless there be something in the subject or the context inconsistent therewith, all capitalized terms and expressions used herein and not otherwise defined herein, shall have the same meaning as that ascribed to them in the Indenture.

The following terms and expressions, wherever used in this Deed, shall, unless there be something in the context inconsistent therewith, have the following meanings:

- 1.1.1** "Canadian Dollars" or "CDNS" means the legal currency in Canada;
- 1.1.2** "Charged property" shall have the meaning ascribed to it in Section 3 hereof;
- 1.1.3** "Debentureholders" means SGF Santé Inc., Canadian Medical Discoveries Fund Inc., MDS Life Sciences Technology Fund Limited Partnership, MDS Life Sciences Technology Fund USA, L.P., MDS Life Sciences Technology Barbados Investment Trust and MDS Life Sciences Technology Fund Canadian Unit Trust, as initial debentureholders of the Series A Debentures issued under the Indenture and shall include any successor thereof and any subsequent assignee of the Series A Debenture;
- 1.1.4** "Default" means any of the events set out in Section 11 hereof;
- 1.1.5** "Grantor" means UltraVision Corporation and any of its successors or assigns;
- 1.1.6** "Hypothec" means the hypothec granted in Section 3 hereof;
- 1.1.7** "Indenture" has the meaning ascribed to it in the first preamble paragraph hereto;
- 1.1.8** "Secured Obligations" means all of the obligations which are to be secured by the Hypothec pursuant to Section 5 hereof;

**1.1.9** "Series A Debentures" has the meaning ascribed to it in the first preamble paragraph hereto;

**1.1.10** "This Deed", "these presents", "herein", "hereby", "hereunder", "hereof" and similar expressions refer to this Deed, and to any deed or document supplemental or complementary hereto or restating this Deed;

## **1.2 Gender**

Unless there be something in the context inconsistent therewith, words importing the masculine gender shall include the feminine gender and vice versa.

## **1.3 Headings**

The division of this Deed into sections, subsections and paragraphs and the insertion of titles are for convenience of reference only and do not affect the meaning or the interpretation of the present Deed. Unless otherwise indicated, a reference to a particular section, subsection or paragraph is a reference to the particular section, subsection or paragraph in this Deed.

## **1.4 Benefits of this Deed**

The parties hereto and the Debentureholders shall be bound by the provisions hereof and the benefits, rights, remedies or claims under this Deed shall enure to them to the exclusion of any others.

## **1.5 Delays and calculation of time periods**

The time periods provided hereunder are calculated simultaneously with the time periods imposed by law and are not in addition to such time periods. In the calculation of time periods, the first day is not included but the last is. When the date on which a time period expires or a payment has to be made or an act has to be done is not a Business Day, the delay expires or the payment must be made or the act must be done on the next following Business Day, unless the context indicates otherwise.

## **2. APPOINTMENT OF THE TRUSTEE AS FONDÉ DE POUVOIR**

The Grantor hereby irrevocably appoints NATIONAL BANK TRUST INC. and NATIONAL BANK TRUST INC. irrevocably accepts to act as *Fondé de pouvoir* ("person holding the power of attorney") as contemplated in Article 2692 of the *Civil Code of Québec* on behalf of the present and future Debentureholders in order to receive and hold any right, hypothec and security interest created hereby and hereafter created or constituted, as continuing security for the payment of the Series A Debentures.

### **3. HYPOTHEC: DESCRIPTION OF CHARGED PROPERTY**

The Grantor hereby hypothecates in favour of the Trustee for the benefit of the Debentureholders the universality of its movable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situated (hereinafter the "**Charged property**") and, with respect to incorporeal or intangible property, property located outside of the Province of Québec or used in more than one jurisdiction, creates a security interest in the Charged property (the hypothec and the security interest hereinafter collectively referred to as the "**Hypothec**"), the whole including without limitation the following universalities of present and future properties:

#### **3.1 Property in Stock**

All property in stock or inventory of any nature and kind of the Grantor whether in its possession, in transit or held on its behalf, including raw materials or other materials, goods manufactured or transformed, or in the process of being so, by the Grantor or by others, packaging materials, property evidenced by bill of lading, animals, mineral substances, hydrocarbons and other products of the soil as well as all fruits thereof, from the time of their extraction (hereinafter the "**Property in stock**").

The Property in stock held by third parties pursuant to a lease agreement, a leasing contract, a franchise or license agreement, or any other agreement entered into with the Grantor or on its behalf, is also subject to this Hypothec.

Property having formed part of the Property in stock which has been alienated by the Grantor in favour of a third person but in respect of which the Grantor has retained title pursuant to a reservation of ownership provision, shall remain charged by the Hypothec until title is transferred; any Property in stock the ownership of which reverts to the Grantor pursuant to the resolution or resiliation of any agreement is also subject to the Hypothec.

#### **3.2 Claims, Book Debts and Other Movable Property**

##### **3.2.1 Claims, Receivables and Book Debts**

All of the Grantor's claims, debts, demands and choses in action, whatever their cause or nature, whether or not they are certain, liquid or exigible; whether or not evidenced by any title (and whether or not such title is negotiable), bill of exchange or draft; whether litigious or not; whether or not they have been previously or are to be invoiced; whether or not they constitute book debts. Hypothecated claims shall include: (i) indemnities payable to the Grantor under any contract of liability insurance, insurance of persons or subject to the rights of creditors holding hypothecs on the insured property, (ii) the sums owing to the Grantor in connection with interest or currency exchange contracts ("SWAPS") and other treasury or hedging instruments, management of risks instruments or derivative products existing in favour of the Grantor, and (iii) the Grantor's rights in the credit balance of accounts held for its benefit either by the Trustee (subject to the Trustee's compensation rights) or by any financial institution or any other person.

### **3.2.2 Contracts, Permits and Rights of Action**

All of the Grantor's rights, titles and interest in, to and under the contracts, agreements, deeds, licenses and permits, present and future, entered into from time to time by the Grantor or issued in its favour, and all renewals thereof together with the present and continuing right to make a claim thereunder and to enforce or cause the enforcement of all of the said rights, titles and interest of the Grantor.

### **3.2.3 Accessories**

All the hypothecs, security interests, security agreements, guarantees, suretyships, notes and accessories to the claims and rights mentioned above and other rights relating thereto (including, without limitation, the rights of the Grantor in its capacity as seller under an installment sale or a conditional sale, where the claims are the result of such sale).

### **3.2.4 Movable Property**

All movable property owned by the Grantor and covered by the installment or conditional sales mentioned in sub-paragraph 3.2.3 hereof.

A right or a claim shall not be excluded from the Charged property by reason of the fact that: (i) the debtor thereof is domiciled outside the Province of Québec or (ii) the debtor thereof is an affiliate (as such term is defined in the *Canada Business Corporations Act*) of the Grantor (regardless of the law of the jurisdiction of its incorporation) or (iii) such right or claim is not related to the operation of the Grantor or (iv) such right or claim is not related to the ordinary course of business of the Grantor.

## **3.3 Securities**

All securities (including shares, debentures, units, bonds, obligations, rights, options, warrants, debt securities, investment certificates, units in mutual funds) held by the Grantor or on its behalf, including without limitation those issued or which will be issued by the corporations or partnerships listed in Schedule A hereof (paragraph 18.1) or by any corporation or partnership successor thereto pursuant to an amalgamation or any other reorganization: as well as all those which are delivered by the Grantor to the Trustee or to a third party on its behalf from time to time.

## **3.4 Equipment and Road Vehicles**

All the equipment, office furniture, tools, machinery, rolling stock (including road vehicles), spare parts and additions.

## **3.5 Trade Marks and Other Intellectual Property Rights**

All of the Grantor's rights in any trade mark, copyright, industrial design, patent, goodwill, invention, trade secret, trade process, license, permit.



franchise, know-how, plant breeders' right, topography of integrated circuits and in any other intellectual property right (registered or not) including, if any, improvements and modifications thereto as well as rights in any action pertaining to the protection, in Canada or abroad, of any such intellectual property rights, including, without limitation, the trade marks listed in Schedule B hereof (paragraph 18.2) and a list of exclusive licences owned by the Grantor pursuant to patents that will be completed shortly by the Grantor.

### **3.6 Fruits and Revenues**

All fruits and revenues emanating from the above Charged property, including without limitation equipment, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the Trustee or which has been charged under any other deed.

### **3.7 Records and Others**

All records, data, vouchers, invoices and other documents related to the Charged property described above, including without limitation computer programs, disks, tapes and other means of electronic communications as well as the rights of the Grantor to recover such property from third parties, receipts, client lists, directories and other similar property.

\* \* \* \* \*

Any and all Charged property which is acquired, transformed or manufactured after the date of this Deed shall be charged by the Hypothec, (i) whether or not such property has been acquired in replacement of other Charged property which may have been alienated by the Grantor in the ordinary course of business, (ii) whether or not such property results from a transformation, mixture or combination of any Charged property, and (iii) in the case of securities, whether or not they have been issued pursuant to the purchase, redemption, conversion or cancellation or any other transformation of the charged securities and without the Trustee being required to register or re-register any notice whatsoever, the property charged under the Hypothec being a universality of present and future property.

## **4. AMOUNT OF THE HYPOTHEC**

The amount for which the Hypothec is granted is a principal amount of Ten Million Eight Hundred and Fifty Thousand Canadian Dollars (CDN\$10,850,000) with interest thereon from the date of this Deed at the rate of twenty-five percent (25%) per annum.

## 5. SECURED OBLIGATIONS

The Hypothec secures payment of the Series A Debentures issued and from time to time outstanding, in principal and interest, and the performance of all obligations of the Grantor under the Indenture with respect to the Series A Debentures, the Series A Debentures and the Security Documents.

The Hypothec further secures the payment of all sums due or to become due pursuant to this Deed and the performance of all obligations provided for under this Deed.

Any future obligation hereby secured shall be deemed to be one in respect of which the Grantor has once again obligated itself hereunder according to the provisions of Article 2797 of the *Civil Code of Québec*.

## 6. ADDITIONAL PROVISIONS TO THE HYPOTHEC ON CLAIMS

### 6.1 Authorization to Recover

Save and except for claims referred to in Section 7 and paragraph 10.8, and save for any other claims for which collection is otherwise dealt with pursuant to any agreement entered into with the Debentureholders or the Trustee, the Trustee hereby authorizes the Grantor to collect and recover all other claims resulting from the Charged property (collectively, the "**Hypothecated Claims**"). Such authorization may be withdrawn and revoked at any time by the Trustee by written notice with respect to all or any part of the Hypothecated Claims, whereupon the Trustee shall be free to itself effect such collection and to exercise any of the rights referred to in paragraph 6.2 below; the Grantor shall then remit to the Trustee all records, books, invoices, bills, contracts, titles, papers and other documents related to the Hypothecated Claims. If, after such authorization is withdrawn (and even if such revocation is not yet registered or delivered to the holders of such claims), sums payable under such Hypothecated Claims and property are paid to the Grantor, it shall receive same as mandatary of the Trustee and shall remit same to the Trustee promptly without the necessity of any demand to this effect.

### 6.2 Recovery

The Trustee may collect all Hypothecated Claims in accordance with what is provided for by law; it may further exercise any rights regarding such Hypothecated Claims and more particularly, it may grant or refuse any consent which may be required from the Grantor in its capacity as owner of such Hypothecated Claims, and shall not, in the exercise of such right, be required to obtain the consent of the Grantor or serve the Grantor any notice thereof, nor shall it be under any obligation to establish that the Grantor has refused or neglected to exercise such rights, and it may further grant delays, take or abandon any security, make arrangements with debtors of any Hypothecated Claims, make compromises, grant releases and generally deal at its discretion with matters concerning all Hypothecated Claims without the intervention or consent of the Grantor.

## **7. ADDITIONAL PROVISIONS TO THE HYPOTHEC ON SECURITIES**

The Trustee may, if it deems it useful to protect its rights in and to the hypothecated securities, transfer any securities or any part thereof into its own name or that of a third party so that, the Trustee or its nominee(s) may appear as the sole registered holder in which case:

### **7.1 Voting rights**

All voting rights and any other right attached to such securities shall be exercised by the Trustee or on its behalf.

### **7.2 Revenues, dividends and others**

The Trustee shall collect revenues, dividends and capital distributions and may either hold them as Charged property or apply them in reduction of the Secured Obligations.

### **7.3 Proxy**

The Trustee may give the Grantor a proxy, revocable at any time, authorizing it to exercise, in whole or in part, all voting rights and any other rights attached to such securities.

For the purpose of this Section 7, the Grantor hereby irrevocably appoints any officer or employee of the Trustee as its attorney with full power of substitution and authority to execute such documents necessary to render effective the rights granted to the Trustee pursuant to the present Section 7.

## **8. ASSIGNMENT OF CLAIMS SUBJECT TO THE *FINANCIAL ADMINISTRATION ACT***

The Grantor hereby assigns to the Trustee by way of absolute assignment all its present and future claims which are subject to Sections 67 and 68 of the *Financial Administration Act*, as collateral and continuing security of all Secured Obligations. The Trustee may, at any time, fulfill any of the formalities required by law to make such transfer enforceable.

## **9. REPRESENTATIONS AND WARRANTIES**

The Grantor hereby represents and warrants that:

### **9.1 Head Office**

The head office or domicile of the Grantor is located in the Province of Alberta and its principal place of business is located in the Province of Quebec.

**9.2 Execution of this Deed**

This Deed has been executed by duly authorized persons.

**9.3 Business or firm names**

It uses no business or firm name other those listed in Schedule C hereof (paragraph 18.3).

**9.4 Titles of ownership and existing charges**

It is the unconditional and absolute owner of the Charged property and all such property is free and clear of any prior claim, hypothec, charge, security or security interest, seizure by garnishment, right of resolution or repossession or of any other right whatsoever existing in favour of persons other than the Trustee or the Debentureholders other than Permitted Encumbrances.

**9.5 Location of Charged property**

The Charged property, other than the property referred to in paragraphs 3.2, 3.3 and 3.5 hereinabove is located in the premises described in Schedule D hereof (paragraph 18.4).

**9.6 Disposition of Charged property**

Except for property referred to in paragraph 3.1 hereinabove, it does not, in the ordinary course of its business, sell property similar to or of the same nature as the Charged property.

**9.7 Shareholder's Agreement**

There exists no shareholders' agreement in connection with securities which are charged under this agreement; there is no restriction in the statutes or other constating documents regarding the assignment or transfer of such securities other than the restrictions pertaining to a closed company (as such term is defined in the *Securities Act* (Québec)) and those declared in writing to the Trustee.

**9.8 Litigation**

It has knowledge of no suit or action against it or which is likely to affect unfavorably the Charged property.

**9.9 Claims secured by registered hypothec**

It does not hold title to any claim secured by registered hypothec other than those indicated in Schedule E hereof (paragraph 18.5).

**9.10 Claims subject to the *Financial Administration Act***

It does not hold title to any claim referred to in Section 8.

**9.11 Default**

It is not in default under the present Deed.

**10. COVENANTS**

The Grantor hereby covenants:

**10.1 Information**

To give notice in writing to the Trustee forthwith:

**10.1.1** of any change whatsoever in its name and business names or in the representations and warranties hereinabove mentioned in Section 9;

**10.1.2** of the name of any surety (guarantor) which may have guaranteed the payment of any Hypothecated Claims;

**10.1.3** of the name of the insurers contracts referred to herein;

**10.1.4** of the existence of any security, hypothec, prior claims or property right retained or assigned securing Hypothecated Claims and, in such cases, to provide the Trustee, upon demand, with satisfactory proof that such security or hypothec has been registered or published in accordance with applicable law in order for the rights of the Trustee to be set up against third persons;

**10.1.5** of the existence and details of any new claim falling under Section 8 hereof;

**10.2 Additional Information**

To provide the Trustee with any information with respect to the Charged property as it may reasonably request in order to determine whether or not the Grantor complies with the provisions hereof. The Grantor shall inform the Trustee of any event, occurrence or fact which may have a material adverse effect on the value of the Charged property or on the Grantor's financial situation.

**10.3 Accounting Books**

To keep, with respect to the Charged property, books, vouchers and other documentation, as would a reasonable and diligent administrator, including a list containing the names and addresses of all debtors of the Hypothecated Claims, and keep them available for the Trustee to examine and obtain copies thereof.

#### **10.4 Inspection**

To enable the Trustee to examine, inspect and appraise, at the Grantor's expense, any Charged property, and to grant to the Trustee access to all premises where such property may be located.

#### **10.5 Preservation of the hypothec**

To perform all acts and execute all deeds and documents (including notices of renewal) necessary to give full effect to the Hypothec and to ensure that it is at all times fully enforceable against third persons.

#### **10.6 Compensation, Fees and Expenses**

To pay all costs and expenses relating to this Deed and to the exercise of all rights resulting in favour of the Trustee from such Deed as well as all costs and expenses incurred to set up the rights of the Trustee against third persons, and all discharge fees (such costs and expenses shall include all fees and expenses of consultants, mandataries or counsel retained for any appraisal required in connection with the sale of an enterprise or in case of default, as well as administrative fees and, as the case may be, a five per cent (5%) collection charge of the amount recovered in connection with the hypothecated claims); to reimburse the Trustee for all costs and expenses incurred by it for the purpose of carrying out the Grantor's obligations or of exercising its rights, all such costs and expenses bearing interest at an annual rate equal to 13%; the obligations arising from this paragraph shall not exceed twenty-five per cent (25%) of the nominal value of the Hypothec: the repayment of such costs and expenses shall be secured by the Hypothec.

#### **10.7 List of Property in Stock and Book Debts**

To give the Trustee, from time to time, upon demand, a statement of the value of its Property in stock and a list of its book debts shown in the reverse order of their due date.

#### **10.8 Insurance**

To insure and maintain all Charged property insured, in favour of the Trustee, at its full replacement value against all loss or damage caused by theft, fire and any other risk with respect to which a prudent administrator would insure himself, by means of an all risks insurance policy (including floods, earthquakes and business interruption coverage) acceptable to the Trustee and the Debentureholders, without co-insurance clauses.

The policies shall include extended coverage clauses to cover damage resulting from leaks in the fire protection system.

These insurance policies shall be maintained with reputable insurers acceptable to the Trustee. The Trustee is forthwith hereby named as beneficiary of the indemnities payable pursuant to these policies and the Grantor shall designate this name on policies which shall in addition (i) include a standard hypothecary guarantee clause approved by

the Insurance Bureau of Canada, preventing the invalidation of the policies because of any reference contained in the insurance application or omitted therefrom or any act or negligence of the Grantor and (ii) include provisions preventing their cancellation or amendment to the detriment of the Trustee for any reason whatsoever including the failure to pay a premium required to renew a policy, unless this failure to pay, omission or other default has not been remedied within thirty (30) days following receipt by the Trustee of a written notice of such default or omission.

The Trustee may in addition require such other future coverage that a prudent lender would reasonably require.

Before the Trustee extends any advance, the Grantor shall remit policies to it evidencing such insurance as well as proof of payment of the premium for at least twelve (12) months following the payment date thereof and, thereafter, at least fifteen (15) days before expiry of a policy or before the due date of the payment for the next premium, the Grantor shall remit the renewal certificate and proof of payment of the premium for twelve (12) months to the Trustee.

Should the Grantor fail to comply with the provisions of this paragraph, the Trustee may, at the Grantor's expense, take out the insurance it shall deem appropriate.

#### **10.9 Loss or Damage**

To immediately notify the Trustee of any loss or damage and take all diligent steps to ensure that the insurer pays the indemnity to the Trustee. The Trustee shall collect the insurance indemnities and may opt to apply them in whole or in part to reduce any sums owed pursuant hereto, in capital, interest, expenses and accessories (even if such sums are not due or payable); this reduction can only take place once the Trustee has informed the Grantor of such choice. The Trustee may also opt to apply the indemnities, in whole or in part, to the payment of replacement, repair or rebuilding costs.

No construction or repair shall be undertaken and no replacement made without the Trustee's consent. Granting this consent shall not oblige the Trustee to assume the costs thereof or to apply the insurance indemnities to their payment.

The Trustee may also request reimbursement of any sum remaining unpaid pursuant thereto, in capital, interest, expenses and accessories in the event it opts not to apply the insurance indemnities to the replacement, repair or rebuilding.

#### **10.10 Location of property**

Not to change the location of the Charged property unless it obtains the written consent of the Trustee.

#### **10.11 Lease and transfer**

Not to lease, sell, assign or otherwise alienate the Charged property, in whole or in part, without the prior written consent of the Trustee, except for property referred

to in paragraph 3.1 above which may be leased or sold in the ordinary course of business of the Grantor.

#### **10.12 Maintenance**

To preserve and maintain at all times all machinery, equipment and vehicles hereby charged in good condition and state of repair, normal wear and tear excepted, and in compliance with any applicable legislation and immediately repair or replace such property at its own costs, upon damage or destruction thereof; the Grantor shall not make any material change to the Charged property, nor demolish or deteriorate any of it neither allow that it be used for illegal purposes; it shall not diminish the value thereof either by granting leases not respecting market conditions or otherwise.

The Grantor shall diligently pay the cost of any public utility services and authorizes the Trustee to obtain from the related authorities the amounts due to this account and any information relating to payment of such charges.

#### **10.13 Compliance with Laws**

At all times, to comply with laws and regulations applicable to the conduct of its business and to the possession of the Charged property including laws and regulations relating to the environment.

#### **10.14 Title**

To ensure that its right of ownership in any Charged property in the hands or possession of any third party remains enforceable against third parties and, accordingly, that such right has been registered or published, if necessary.

#### **10.15 Taxes**

To pay as and when due, without subrogation, any property and real estate taxes; rates, charges, levies or assessments, ordinary or extraordinary, governmental or other charges of a like nature (including general and special municipal taxes, urban community taxes, church and schoolboard taxes, improvement taxes, water and business taxes along with all interest due thereon and fines related thereto) and assessed, levied or payable in respect of any Charged property and to deliver to the Trustee a proof of such payments within a delay of thirty (30) days from their payments.

The Trustee shall keep such sums in a separate account as pledge to fulfil all the obligations of the Grantor pursuant to this article; no interest on these sums shall be payable to the Grantor. Should the total of the sums thus accumulated and not yet used when the Trustee wishes to make a payment be insufficient, the Grantor shall forthwith pay the balance required to the Trustee enabling it to make the payment.

#### **10.16 Use and destination**

Not to change the use of destination of the Charged property unless it obtains the written consent of the Trustee.



### **10.17 Value**

To protect and use the Charged property and to carry on its business so as to preserve its value.

### **10.18 Other Charges on the Charged property**

Save for Permitted Encumbrances (as defined in the Indenture) the Grantor undertakes not to permit any hypothec, prior claim or other charge on the Charged property to rank in priority to or *pari passu* with the hypothecs granted herein.

### **10.19 Release of Collateral**

The Charged property shall not be released by the Trustee prior to the cancellation of each and all of the Series A Debentures pursuant to payment in full of the Secured Obligations, unless the Trustee has been instructed to effect any such release pursuant to a Debentureholders' Instrument.

## **11. EVENTS OF DEFAULT**

The Grantor shall be in default hereunder without notice or other formality and the security hereby constituted shall immediately become enforceable in any of the following events ("Default"):

### **11.1 Payment**

The Grantor fails to pay the Series A Debentures, in principal or interest, as mentioned in the Indenture.

### **11.2 Performance of obligations**

The Grantor fails to perform any obligation secured hereunder at the time when such performance is due.

### **11.3 Representations and warranties**

Any of the representations or warranties made hereunder is false or inaccurate in any material respect.

### **11.4 Charged property**

The Grantor destroys, deteriorates or substantially reduces the value of the Charged property or the value of the security interest of the Trustee.

### **11.5 Default under the Indenture**

An Event of Default (as defined in the Indenture) occurs under the Indenture.

## **11.6 Deed registered against Charged property**

The Grantor fails to pay any indebtedness or to perform any of the Grantor's obligations required to be paid or performed by any other deed registered against the Charged property.

## **11.7 Hypothecary Right**

Any of the Charged property is subject to a hypothecary right from another creditor, a partition procedure, a "sale of an enterprise" as it is understood under sections 1767 and ssq. of the *Civil Code of Québec*, an expropriation or any procedure likely to affect unfavourably the title of the Grantor to the Charged property.

## **12. TRUSTEE'S RECOURSES IN CASE OF DEFAULT**

### **12.1 Exercise of rights**

Upon the occurrence of a Default, the Trustee may in its discretion and shall upon receipt of a Debentureholders' Instrument executed by the Debentureholders of Series A Debenture, through its officers, agents or attorneys, exercise any right of action provided for under this Deed (and more particularly under this Section 12) or by law or in equity including without limitation any of the hypothecary rights provided for under Articles 2748 to 2794 of the *Civil Code of Québec* and any rights or remedies provided to secured parties under any applicable personal property security legislation.

### **12.2 Rights of the Trustee**

Whatever hypothecary rights the Trustee elects to exercise or whatever rights or recourses the Trustee elects to exercise either pursuant to the law of any other jurisdiction or in equity, the following provisions shall apply:

**12.2.1** the Trustee may, in its discretion, at the Grantor's expense:

**12.2.1.1** pursue the transformation of the Charged property or any work in process or unfinished goods comprised in the Charged property and complete the manufacture or processing thereof or proceed with any operations to which such property is submitted by the Grantor in the ordinary course of its business and acquire property for such purposes;

**12.2.1.2** alienate or dispose of any Charged property which may be obsolete, may perish or is likely to depreciate rapidly;

**12.2.1.3** use for its benefit all information obtained while exercising its rights;

- 12.2.1.4** perform any of the Grantor's obligations or covenants hereunder;
- 12.2.1.5** exercise any right attached to the Charged property on such conditions and in such manner as it may determine, acting reasonably, including without restriction the granting of licenses whether general or special on an exclusive or non exclusive basis, of any intellectual property charged hereunder;
- 12.2.1.6** for the exercise of any of its rights, utilize without charge the Grantor's plant, equipment, machinery, process, informations, records, computer programs and intellectual property; for the purposes hereof the Grantor shall, at the request of the Trustee, concurrently with or after the execution of these presents execute a conditional trade-mark license agreement and a power of attorney with respect to intellectual property (in conformity with paragraph 14.9 hereof) both in favour of the Trustee;
- 12.2.1.7** borrow monies or lend monies and, in such cases, the monies borrowed or lent by the Trustee shall bear interest at the rate then obtained or charged by the Trustee for such borrowing or loan; these monies shall be reimbursed by the Grantor on demand and, until they have been repaid in full, such monies and interest thereon shall be secured by the present Hypothec and be paid in priority of any other sums secured hereunder;
- 12.2.1.8** maintain or repair, restore or renovate, begin or complete any construction work on or related to the Charged property;
- 12.2.2** the Trustee shall exercise its rights in good faith in order to attempt to reduce the Secured Obligations, in a reasonable manner, taking into account all circumstances;
- 12.2.3** the Trustee may, directly or indirectly, purchase or otherwise acquire the Charged property;
- 12.2.4** the Trustee, when exercising its rights, may waive any right of the Grantor, with or without consideration therefor;
- 12.2.5** the Trustee shall have no obligation to make an inventory of the Charged property, to take out any kind of insurance with respect thereof or to grant any security whatsoever;

**12.2.6** the Trustee shall not be bound to continue to carry on the Grantor's enterprise or to make any productive use of the Charged property or to maintain such property in operating condition;

**12.2.7** the Grantor shall, upon request of the Trustee, move the Charged property and render it available to the Trustee unto premises designated by the Trustee and which, in its opinion, shall be more suitable in the circumstances.

### **12.3 Grantor's remedy**

If the Grantor remedies the default mentioned in the prior notice of exercise of hypothecary right, the Grantor shall, as required by law, pay all reasonable fees incurred by the Trustee by reason of the default; these fees shall include without limitation the administrative fees of the Trustee, the legal fees of its legal advisers and fees paid to experts.

### **12.4 Taking in payment**

If the Trustee elects to exercise its right to take in payment the Charged property and the Grantor requires that the Trustee instead sell by itself or under judicial authority, the Charged property on which such right is exercised, the Grantor hereby acknowledges that the Trustee shall not be bound to abandon its recourse of taking in payment unless, prior to the expiry of the time period allocated for surrender, the Trustee (i) has been granted a security satisfactory to it, to ensure that the proceeds of the sale of the Charged property will be sufficient to pay the Series A Debentures in full, (ii) has been reimbursed for all reasonable costs and expenses incurred in connection to this Deed, including all fees of consultants and legal counsel and (iii) has been advanced the necessary sums for the sale of said Charged property; the Grantor further acknowledges that the Trustee alone is entitled to select the type of sale it may wish to conduct or have conducted.

### **12.5 Surrender of Charged property**

The Grantor will be deemed to have surrendered the Charged property which is in the possession of the Trustee, or of a third party on its behalf, if the Trustee has not, within the delays determined by law or by a tribunal to surrender, received written notice from the Grantor to the effect that it intends to contest the exercise of the hypothecary recourse set forth in the prior notice.

### **12.6 Evaluation**

Where the Trustee sells the Charged property itself, it shall not be required to obtain any prior evaluation by a third party.

### **12.7 Sale of Charged property**

The Trustee may elect to sell the Charged property after giving such prior notices as may be required by law; the sale may be made with legal warranty given by the Grantor or with complete or partial exclusion of such warranty; the sale may also be

made cash or with a term or under such reasonable conditions determined by the Trustee; upon failure of payment of the purchase price, the Trustee may resiliate or resolve such sale and such Charged property may then be resold.

## **12.8 Use of premises**

In order to exercise any of its rights, the Trustee may use the premises where the Charged property is located.

## **12.9 Several trustees**

Where several trustees are involved, the parties hereto waive the application of Articles 1332 to 1338 inclusively of the *Civil Code of Québec*.

## **12.10 Appointment of Agent**

The Trustee may appoint an agent or a receiver and manager (collectively a "Receiver") over all or any portion of the Charged property by written instrument or may apply to a court for the appointment of a Receiver to take possession of all or such part of the Charged property as the Trustee shall designate, with such duties, powers and obligations as the court making the appointment shall confer, and the Grantor hereby irrevocably consents to the appointment of such Receiver.

## **12.11 Appointment of Receiver**

The Trustee may with or without taking possession, by instrument executed by the Trustee, appoint a Receiver of all or any part of the Charged property and of the rents, income and profits therefrom and may from time to time by similar instrument remove any Receiver and appoint another in its place and upon the appointment of any such Receiver or Receivers from time to time the following provisions shall apply:

- 12.11.1** every such Receiver shall be vested with all of the rights, powers, remedies and discretions of the Trustee set forth in subparagraphs 12.2.1.1 to 12.2.1.8, inclusively, including, without limitation, the power to sell, for cash or credit or part cash and part credit, lease or dispose of all or any part of the Charged property, whether by public auction or by private sale or lease in such manner and on such terms as it may determine in its absolute discretion acting reasonably and to do all acts, exercise all discretions and make all determinations of the Trustee described therein;
- 12.11.2** every such Receiver shall have the power to borrow money on the security of the Charged property in priority to the security created by this Deed for the purpose of the preservation, maintenance, completion or protection of the Charged property or any part thereof or for making any replacements thereof or improvements and additions thereto or for carrying on all or any part of the business of the Grantor relating to the Charged property, and in so doing the Receiver may issue certificates designated as "Receiver's Certificates" which may be payable either to order or to bearer and

may be payable at such time or times as the Receiver may think expedient and shall bear interest at such rates of interest as the Receiver may consider reasonable, and the amounts from time to time payable pursuant to such Receiver's Certificates shall form a charge upon the Charged property in priority to the security created by this Deed;

**12.11.3** the Trustee may from time to time fix the remuneration of every such Receiver who shall be entitled to deduct the same out of the receipts derived from or comprising part of the Charged property or the proceeds thereof;

**12.11.4** every such Receiver shall be deemed to be an agent of the Grantor and not of the Trustee for the purposes of:

**12.11.4.1** carrying on and managing the business and affairs of the Grantor, and

**12.11.4.2** establishing liability for all of the acts or omissions of the Receiver while acting as such and the Trustee shall not be in any way responsible for any acts or omissions on the part of any such Receiver, its officers, employees and agents,

the Grantor hereby irrevocably authorizing the Trustee to give instructions to the Receiver relating to the performance of its powers and discretions as set out herein;

**12.11.5** the appointment of every such Receiver by the Trustee or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such receivership shall not have the effect of constituting the Trustee a mortgagee in possession in respect of the Charged property or any part thereof;

**12.11.6** no such Receiver shall be liable to the Grantor to account for moneys other than moneys actually received by such Receiver in respect of the Charged property and every such Receiver shall apply such moneys so received in the manner provided in paragraph 12.12; and

**12.11.7** the Trustee may at any time and from time to time terminate any such receivership by notice in writing executed by the Trustee to any such Receiver.

## **12.12 Imputation of payments**

Except as herein otherwise expressly provided, all monies arising from any sale or realization of the Charged property, in whole or in part, received or collected by the Trustee shall be applied, together with any other monies then in the hands of the Trustee and available for such purpose, firstly to the repayment of the amounts disbursed by the

Trustee or at its request for the purpose of protecting or realizing its rights hereunder with interest thereon as herein provided, and the residue of the said moneys shall be applied on account of Secured Obligations or, at the option of the Trustee, may be held unappropriated in a collateral account in order to provide for payment of any charge ranking prior to the Hypothec.

### **12.13 Liability of Grantor**

Except if the right of taking in payment is exercised, the Grantor shall remain liable to the Trustee for any deficiency remaining after the application of the proceeds of any sale, lease or disposition of the Charged property by the Trustee.

## **13. CONCERNING THE TRUSTEE**

The provisions concerning the Trustee at Section 12 of the Indenture are hereby incorporated herein by reference.

## **14. GENERAL PROVISIONS**

### **14.1 Additional Security**

The Hypothec created hereby is in addition to and not in substitution of or in replacement for any other hypothec or security held by the Trustee and shall not impair the Trustee's rights of compensation and set-off.

### **14.2 Investments**

The Trustee may, at its entire discretion, invest any monies or instruments received or held by it pursuant of this Deed or deposit same in an account without having to comply with any legal provisions concerning the investment of property of others.

### **14.3 Set-off**

Provided the Secured Obligations are due and exigible or that the Trustee is entitled to declare them owing and exigible, the Trustee may compensate and set-off any Secured Obligations with any and all amounts then owed to the Grantor by the Trustee in any capacity, whether due or not, and the Trustee shall then be deemed to have exercised such right to compensate and set-off as at the time the decision was taken by it even though the entry therefor is made on the Trustee's record subsequent thereto.

### **14.4 Imputation of Payments**

The Trustee shall be at liberty to impute any amounts collected in the exercise of its rights prior to or after any Default as it may choose without having to comply with any provisions of the *Civil Code of Québec* concerning the imputation of payments.

#### **14.5 Time periods**

The Trustee may grant extension of time periods, take any security or renounce thereto, accept compromises, grant quittances and releases and generally deal, with any matters related to the Charged property, the whole without limiting the rights of the Trustee and without reducing the liability of the Grantor.

#### **14.6 Continuing Security**

The Hypothec shall be a continuing security and shall remain in full force and effect despite the repayment from time to time, of the whole or of any part of the Secured Obligations; it shall remain in full force until the execution of a final release by the Trustee.

#### **14.7 Time of Essence**

The Grantor shall be deemed "*en demeure*" by the mere lapse of time provided for the Grantor to perform its obligations or the expiry of any term therefor, without the Trustee being obliged to serve any notice or prior notice upon the Grantor.

#### **14.8 Cumulative Rights**

The rights and recourses of the Trustee hereunder are cumulative and do not exclude any other rights and recourses which the Trustee might have. No omission or delay on the part of the Trustee in the exercise of any right shall have the effect of operating as a waiver of such right. The partial or sole exercise of a right or power will not prevent the Trustee from exercising thereafter any other right or power. The Trustee may exercise its right hereunder without any obligation to exercise any right against any other person liable for payment of the Secured Obligations and without having to enforce any other security granted with respect to the Secured Obligations.

#### **14.9 Irrevocable power of attorney**

The Trustee is hereby designated as the irrevocable attorney of the Grantor with full powers of substitution for the purposes hereof or for the purpose of carrying out any and all acts and executing any and all deeds, proxies or other documents which the Trustee may deem useful in order to exercise its rights or which the Grantor neglects or refuses to execute or to carry out, provided however that, if a Default has not occurred and is not continuing, the Grantor shall have been requested by the Trustee to do so by a three (3) Business Days prior written notice. The Grantor shall execute, at the request of the Trustee, concurrently with or after the execution hereof, a special power of attorney in favour of the Trustee for the implementation of these presents in connection with the intellectual property charged hereunder, if any.

#### **14.10 Performance**

The Trustee may, at its entire discretion, perform any of the Grantor's liabilities under this Deed. It may then immediately request payment of any expense incurred in doing so, including interest at the rate provided for in paragraph 10.6 above, and such repayment is secured by the Hypothec.



#### **14.11 Delegation**

The Trustee may, at its entire discretion, appoint any person or persons for the purpose of exercising any of its rights, actions or the performance of any covenant resulting from this Deed or law or equity; in such case, the Trustee may supply such person with any information it holds relating to the Grantor or to the Charged property, provided that, in respect of any confidential information concerning the Grantor, the Trustee shall, prior to the occurrence and continuance of a Default, before supplying such confidential information to any other person, put into place such procedures and obtain such assurances as reasonably requested by the Grantor in order that such information will remain confidential and that such third person will be bound by a duty of confidentiality to the Grantor.

#### **14.12 Rights and Recourses of the Trustee**

The rights and recourses of the Trustee can be exercised with respect to all the Charged property as a whole or with respect to each item of the Charged property separately.

#### **14.13 Liability**

The Trustee shall not be liable for material injuries or damages resulting from its fault, or the fault of its agents, officers, consultants, unless such fault is gross or intentional.

#### **14.14 Successors**

The rights hereby conferred upon the Trustee shall benefit all its successors, including any entity resulting from the merger of the Trustee with any other person or persons.

#### **14.15 Notices**

Any notice to the Grantor shall be delivered to its address set out hereinafter or to any other address in Canada of which the Trustee has been given written notice; any notice to the Trustee shall be delivered to the Trustee's branch located at the address set out hereinafter.

**14.15.1** NATIONAL BANK TRUST INC.  
1100, University Street  
Suite 900  
Montréal, Québec)  
H3B 2G7

Attention: Corporate Trust Service

Telecopier: (514) 871-7434

**14.15.2** ULTRAVISION CORPORATION  
3300, 2<sup>nd</sup> Street  
St-Hubert, Québec  
J3Y 8Y7

Attention: President and Chief Executive Officer

Telecopier: (450) 445-9883

**14.16 Receipt of Notice**

A notice given hereunder shall be deemed to have been received by the other party on the date of its delivery, when delivered on a Business Day, or on the third (3<sup>rd</sup>) Business Day after it has been mailed, if sent prepaid by certified or registered mail, or the day of its transmission, if transmitted by facsimile on or before 3:00 p.m. on a Business Day or on the Business Day next to the day of transmission if transmitted by facsimile after 3:00 p.m.

**15. GOVERNING LAW**

This Deed shall be governed by and construed in accordance with the laws of the Province of Québec, including the rules relating to conflicts of laws provided for thereunder.

**16. AMENDMENTS**

No amendment may be made to this Deed unless signed by the parties hereto, the Trustee acting pursuant to a Debentureholder's Instrument.

**17. ENGLISH LANGUAGE**

The parties hereto confirm that the present agreement has been drawn up in the English language at their request. Les parties aux présentes confirment que la présente convention a été rédigée en langue anglaise à leur demande.

**18. SCHEDULES**

**18.1 Schedule A — Securities (par. 3.3)**

- UltraVision International Limited
- Specialty Ultravision (U.S.) Inc.
- Capricornia Singapore Pte. Ltd.

**18.2 Schedule B — Trade Marks and other Intellectual Property  
(par. 3.5)**

**ULTRAVISION CORPORATION**

**TRADEMARKS AND TRADE NAMES**

Trademark	Registration Date	Registration Number	Country
UltraCon	May 31, 1960	0698569	USA
Specialty Choice AB	Dec. 25, 1997	2123436	USA
Specialty Progressive	Dec. 25, 1997	2116046	USA
Specialty T FRP	June 2, 1998	2161839	USA
Specialty UltraVision Inc. & Design	Oct. 20, 1998	2197391	USA
VP 55	Oct. 12, 1999	2286513	USA
Specialty Multipurpose Solution	June 13, 2000	2358789	USA

**TRADEMARKS APPLICATIONS**

Trademark	Application Date	Application Number	Country
EpiCon	Nov. 14, 1996	75-197924	USA
Specialty MPS	May 7, 1998	75-480993	USA
UltraStat	May 7, 1998	75-480965	USA
UltraClens	May 7, 1998	75-480966	USA
DGP	May 15, 1998	75-485778	USA
MPS	May 17, 1998	75-480968	USA

Trademark	Application Date	Application Number	Country
Biosphere	June 9, 1999	75-725699	USA
Focal Point	February 7, 2000	75-913154	USA
Evolution	September 22, 2000	78-027240	USA
Ultra-C	May 11, 2001	76-255518	USA
Gelflow	April 24, 2001	1100903	CAN
Gelflow	October 24, 2001	78-032203	USA

**18.3 Schedule C — Business or Firm names (par. 9.3)**

- Corporation Ultravision
- Ultravision Corporation

**18.4 Schedule D — Location of Charged property (par. 9.5)**

3300, 2<sup>nd</sup> Street  
St-Hubert, Québec  
J3Y 8Y7

**18.5 Schedule E — Claims secured by registered hypothecs (par. 9.9)**

None

**WHEREOF ACT:**

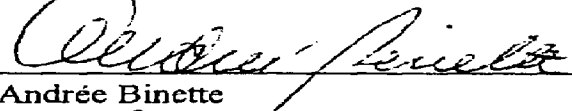
DONE AND PASSED in the city of Montréal, Province of Québec, on the date hereinabove set forth, under number eleven thousand six hundred and forty-six (11,646) original of the minutes of the undersigned Notary.

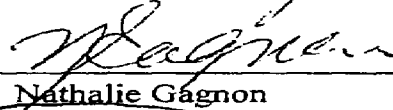
AND after the parties had declared to have taken cognizance of these presents and to have exempted the said Notary from reading them or causing them to be read, the said duly authorized officers of the Grantor and the Trustee respectively have signed these presents, all in the presence of the said Notary who has also signed. *two (2) figures deleted are null. One (1) marginal note is good.*


**ULTRAVISION CORPORATION**

by:   
Claudie Charbonneau

**NATIONAL BANK TRUST INC.**

by:   
Andrée Binette

by:   
Nathalie Gagnon

  
Mtre Laurent Roy, Notary

G:\117994\vam-hyp-movable-Ultravision.doc 19-12-2001 13:54