

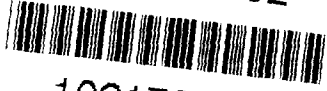


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07-22-2002

Form PTO-1594 (Rev. 03/01) OMB No. C651-0027 (exp. 5/31/2002) Tab setting

RE



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U.S. Patent & TMO/TM Mail Rpt Dt. #26

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

1. Name of conveying party(ies): Eaglebrook, inc. of Canada 3405, Marie Victorin Blvd. Varennes, Quebec, Canada, J3X 1P7

2. Name and address of receiving party(ies) Name: National Bank of Canada Internal Address: Street Address: 2101, Fernand Lafontaine City: Longueuil State: Quebec Zip: J4G 2J4 Canada

3. Nature of conveyance: [X] Security Agreement Execution Date: February 25, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2293961, 2043975, 1582091 and 1246702

6. Total number of applications and registrations involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Frédéric Letendre Internal Address: De Grandpré Chaurette Lévesque Street Address: 2000 McGill College Avenue Suite 1600 City: Montreal State: Quebec Canada Zip: H3A 3H3

7. Total fee (37 CFR 3.41).....\$ 115 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. Frédéric Letendre Name of Person Signing Signature Date July 11, 2002

07/30/2002 01 FC:481 02 FC:482

00000138 2293961

40.00 OP 75.00 DP

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

TRADEMARK REEL: 002552 FRAME: 0176

**HYPOTHEC ON UNIVERSALITIES**

On this Twenty-fifth  
day of February  
Two thousand and two

**BEFORE Mtre Martine COMEAU**

Notary at Montréal and Longueuil, arrondissement Boucherville, province of  
Quebec.

**APPEARED:**

**NATIONAL BANK OF CANADA**, bank constituted under the Bank Act, having  
its head office at 600 de La Gauchetiere Street West, Montreal, Quebec, H3B 4L2,  
and having a place of business at 2101, Fernand-Lafontaine street, Longueuil  
(Quebec), J4G 2J4, herein acting and represented by **MARTIN ST-AMOUR**, its  
**Account Director, Commercial Services**, authorized in virtue of Resolution  
number 4 of its board of director dated the Twenty-eighth day of September Two  
thousand (September 28<sup>th</sup>, 2000).

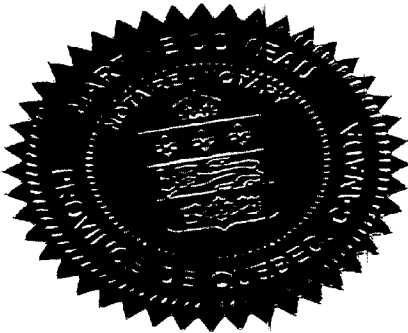
The notice of address of this branch of the Bank being registered at the Registry  
Office for the registration division of **Vercheres** under number **49616** and at the  
Registre des Droits Personnels et Réels Mobiliers under number **000393**.

**A N D:**

**EAGLEBROOK, INC. OF CANADA / EAGLEBROOK, INC. DU CANADA**, a  
corporation (herein after called: the "Corporation") legally incorporated under the  
Business Corporations Act of Ontario, being vested in all the rights of  
L'ENVIRONNEMENT EAGLEBROOK QUEBEC LTEE., EAGLEBROOK, INC.  
OF CANADA and EAGLEBROOK CANADA INC., following their amalgamation  
as evidenced by the Articles of Amalgamation of the Corporation dated April 1,  
1999 issued by the Director of the Business Corporations Act. The Corporation has  
its head office at 100 MacIntosh boulevard, Concord (Ontario), L4K 4P3 and a plant  
situated at 3405, Marie-Victorin boulevard, Varennes (Quebec), J3X 1P7 and is  
represented by **MYRIAM TESSIER**, its **representative**, duly authorised in virtue  
of a resolution of its board of directors dated the Twenty-fifth day of February Two  
thousand and two (February 25<sup>th</sup>, 2002), a copy of which resolution remains annexed  
to these presents after having been acknowledged to be true and signed for  
identification by the representative with and in the presence of the undersigned  
notary.

(hereinafter referred to as the "Debtor")

**WHO HAVE DECLARED AND AGREED AS FOLLOWS:**



1. CREDIT

1.1 The bank has made available to the Debtor a credit for the sum of **SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (CDN\$6,500,000.00)**. This credit is an additional credit to existing credits of **SIX MILLION FOUR HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED AND EIGHTY-ONE DOLLARS (CDN\$6,468,881.00)**. The amounts in principal, interest, costs and accessories which are now due and may hereinafter become due by the Debtor pursuant to these credits and any amendments thereto or renewals thereof are hereinafter collectively called the "indebtedness". These credits are evidenced by a letter of offer of financing dated the Twenty-fourth day of February Nineteen hundred and ninety-nine (February 24<sup>th</sup>, 1999), a letter of offer of financing from the said Bank dated the Eighteenth day of June Nineteen hundred and ninety-nine (June 18<sup>th</sup>, 1999), by amendment dated the Twenty-fifth day of June Nineteen hundred and ninety-nine (June 25<sup>th</sup>, 1999), amending the letter of offer dated the Eighteenth day of June Nineteen hundred and ninety-nine (June 18<sup>th</sup>, 1999), by a letter of offer of financing dated the Twenty-eighth day of June Two thousand and one (June 28<sup>th</sup>, 2001), and by a letter of offer of financing from the said Bank dated the Twentieth day of February Two thousand and two (February 20<sup>th</sup>, 2002), copies of which are appended hereto after having been acknowledged as true and signed for identification by the parties hereto and the notary. Should the Bank agree that any document evidencing the indebtedness be renewed or substituted or that the sum loaned be evidenced by another document, such renewals, substitutions or other documents shall not create novation and the effect of this deed shall not be affected in any way.

2. HYPOTHEC

- 2.1 To secure the payment of the Indebtedness, the fulfillment of its obligations hereunder and the performance of all other obligations to the Bank, present and future, direct and indirect, the Debtor hypothecates the universality of all its property, movable and immovable, present and future, corporeal and incorporeal, and including without limitation all patents and trademarks, of whatever nature and wherever it may be (the "mortgaged property").
- 2.2 This hypothec is granted for the sum of **THIRTEEN MILLION TWO HUNDRED THOUSAND DOLLARS (CDN\$13,200,000.00)**, with interest at the rate of twenty-five percent (25%) per annum from the date hereof.
- 2.3 Without limiting the generality of the foregoing, this hypothec namely affects the immovables described hereafter, all present and future rents generated by these immovables and by the Debtor's other immovables as well as the indemnities payable under insurance contracts covering these rents;

DESCRIPTION

An immovable property (hereinafter called the "immovable) know and designated has being part of the original lot **FORTY-TWO (P.42)** of the official Cadastre of the **PAROISSE DE VARENNES** from the land registrar of **VERCHERES**.



Terminer session

## Inscription particulière

Date, heure, minute de certification: 2002-07-04 15:00

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
02-0075959-0001	2002-02-27 09:00	2012-02-25
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

. PARTIES .

Titulaire

NATIONAL BANK OF CANADA

2101 Fernand-LaFontaine Boulevard, Longueuil, Québec

J4G 2J4

Constituant

EAGLEBROOK, INC. OF CANADA / EAGLEBROOK, INC. DU CANADA

3405 Marie-Victorin Boulevard, Varennes (Québec)

J3X 1P7

. BIENS .

1. The Constituant hypothecates the universality of all its property, movable and immovable, present and future, corporeal and incorporeal, and including without limitation all patents and trademarks, of whatever nature and wherever it may be (the "mortgaged property").

2. Without limiting the generality of the foregoing, this hypothec namely affects the immovables situated at 3405 Marie-Victorin Boulevard, Varennes, Québec, J3X 1P7, all present and future rents generated by these immovables and by the Constituant's other immovables as well as the indemnities payable under insurance contracts covering these rents.

. MENTIONS .

SOMME DE L'HYPOTHÈQUE

The hypothec is granted for the sum of CDN\$15,840,000.00 with the interest at the rate of 25% per annum.

RÉFÉRENCE À L'ACTE CONSTITUTIF

FORME DE L'ACTE: Notarié en minute

DATE: 2002-02-25

LIEU: Longueuil, arrondissement Boucherville

NO MINUTE: 5151

NOM DU NOTAIRE: Comeau, Martine

AUTRES MENTIONS:

The hypothec of CDN\$15,840,000.00 includes an additional hypothec of CDN\$2,640,000.00.

. AVIS D'ADRESSE .

NO 000393

Demande d'état certifié | Consulter une autre inscription particulière

Retour à la page Consulter le registre | Aide en ligne

Politique de confidentialité

Québec

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Dernière modification : 21 juin 2002



DE GRANDPRÉ  
CHAURETTE  
LÉVESQUE

attorneys  
Trade-mark Agents



07-22-2002

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #26

Montreal, July 11, 2002

**Box POST REG**

**FEE**

**Commissioner for Trademarks**

**UNITED STATES PATENT AND**

**TRADEMARKS OFFICE**

2900 Crystal Drive

Arlington, Virginia 22202-3513

U.S.A.

Re: Registration of a security agreement (hypotheq)  
Trademark "PASS" – Registration No. 1582091  
Trademark "PHAS" – Registration No. 2293961  
Trademark "First PASS" – Registration No. 2043975  
Trademark "HAN-FLOC" – Registration No. 1246702  
Owner: Eaglebrook, inc. of Canada  
Our File No.: 130192-1

Dear Sirs:

We are the attorneys for Eaglebrook, inc. of Canada and our client asked us to publish against all intellectual property, namely the above-mentioned trademarks, an hypothec (security) that has been granted by our client to Banque Nationale du Canada. You will find herewith copy of an extract of such hypothec together with the appropriate Recordation Form Cover Sheet.

Could you please proceed with the registration of such hypothec with the following mention:

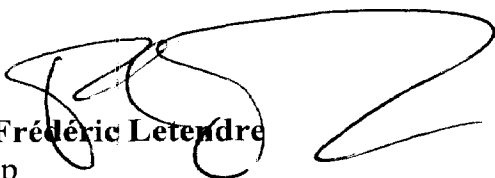
"To secure the payment of the Indebtedness, the fulfillment of its obligations hereunder and the performance of all other obligations to the Bank, present and future, direct and indirect, the Debtor hypothecates the universality of all its property, movable and immovable, present and future, corporeal and incorporeal, and including without limitation all patents and trademarks, of whatever nature and wherever it may be."

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Could you please proceed with the modification of the above-mentioned trademarks and confirm to us that it has been recorded in your files. You will find attached to that effect a bank draft in the amount of US \$115 payable to the Assistant Commissioner for Trademarks.

Yours very truly,

**DE GRANDPRÉ CHAURETTE LÉVESQUE**

A handwritten signature in black ink, appearing to read 'Frédéric Letendre', written over a printed name.

**Frédéric Letendre**

jp

Encl.

E-mail : [f.letendre@dcl.qc.ca](mailto:f.letendre@dcl.qc.ca)