

11-07-2002

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OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

HIP Interactive Corp.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: September 12, 2002

2. Name and address of receiving party(ies)

Name: Congress Financial Corporation (Canada)

Internal

Address: 141 Adelaide Street West

Street Address: Suite 1500
Ontario

City: Toronto State: Zip: Canada M5H 3L9

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 76/269821

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Candace Lynn Bell, Esq.

Internal Address: Kavinsky & Cook, LLP

Street Address: 120 Delaware Avenue

City: Buffalo State: NY Zip: 14202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1024

DO NOT USE THIS SPACE

9. Signature.

Candace Lynn Bell
Name of Person Signing

Candace Lynn Bell
Signature

October 8, 2002
Date

Total number of pages including cover sheet, attachments, and document: 7

11/06/2002 LNUELLER 00000093 76269821

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

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40.00 DP

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REEL: 002612 FRAME: 0225

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT ("this Agreement"), dated as of September 12th, 2002, between **HIP INTERACTIVE CORP.** a corporation existing under the laws of Ontario (the "Guarantor"), and **CONGRESS FINANCIAL CORPORATION (CANADA)**, an Ontario corporation ("Lender");

W I T N E S S E T H:

WHEREAS, Lender has entered or is about to enter into certain financing arrangements with **Hip Interactive Inc.** ("Borrower") pursuant to which Lender may make loans and provide other financial accommodations to Borrower;

AND WHEREAS Lender requires that the following Agreement be entered into by the Guarantor prior to any advance of funds or financial accommodations and the Guarantor has requested the Lender to advance funds or make financial accommodations to the Borrower;

NOW THEREFORE in consideration of the mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

SECTION 1 DEFINITIONS

All terms used herein which are defined in the *Personal Property Security Act* ("PPSA") or the Amended and Restated Loan Agreement (the "Loan Agreement") dated as of September 12th, 2002 made between Lender and Borrower or the Guarantee dated as of May 14th, 2001 given by Hip Interactive Corp. to Lender shall have the meanings given therein unless otherwise defined in this Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. All references to Borrower, Guarantor and Lender pursuant to the definitions set forth in the recitals hereto, or any other person herein, shall include their respective successors and assigns. The words "hereof", "herein", "hereunder", "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. The word "including" when used in this Agreement shall mean "including, without limitation". References herein to any statute or any provision thereof include such statute or provision as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with the Loan Agreement or is cured in a manner satisfactory to Lender, if such Event of Default is capable of being cured as determined by Lender. "Canadian Dollars" and the sign \$ mean lawful money of Canada. "US Dollars" and the sign "US" mean lawful money of the United States of America. For purposes of this Agreement, the following terms shall have the respective meanings given to them below:

“Obligations” means any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Guarantor to Lender and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the guarantee made by Guarantor in favour of Lender as of May 14, 2001, this Agreement or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of this Agreement or after the commencement of any proceeding with respect to Guarantor under the BIA, the CCAA, or any similar statute in any jurisdiction (including the payment of interest and other amounts which would accrue and become due but for the commencement of such proceeding, whether or not such amounts are allowed or allowable in whole or in part in such proceeding), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Lender.

SECTION 2 GRANT OF SECURITY INTEREST

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations, Guarantor hereby mortgages, pledges, hypothecates to Lender, and grants to Lender a security interest in all of the following property (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

- a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations, recordings and applications with the Canadian Trademarks Office or in any office or agency of Canada or any Province thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto and all reissues, extensions or renewals thereof;
- b) all Trademark licenses and other agreements providing Guarantor with the right to use any items described in clause (a), including each Trademark license referred to in Item B of Attachment 1 hereto;
- c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (a) and (b); and
- e) all proceeds of, and rights associated with, the foregoing, including any claim by Guarantor against third parties for past, present and future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark,

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Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3 SECURITY AGREEMENT

This Agreement has been executed and delivered by Guarantor for the purpose of recording the security interest of Lender in the Trademark Collateral with the Canadian Trademark Office and the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the general security agreement (the "General Security Agreement") dated May 14th, 2001 granted by Guarantor in favour of Lender. The General Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4 RELEASE OF SECURITY INTEREST

Upon payment in full of all Obligations and the termination of the Loan Agreement, Lender shall, at Guarantor's expense, execute and deliver to Guarantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5 ACKNOWLEDGEMENT

Guarantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6 LOAN DOCUMENT ETC.

This Agreement is a document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7 COUNTERPARTS

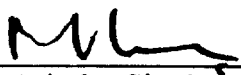
This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF Guarantor hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

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IN WITNESS WHEREOF, Borrower has caused these presents to be duly executed as of the day and year first above written.

Hip Interactive Corp.

By: 
Name: ~~Arindra Singh~~ Peter Lee
Title: ~~President~~ Secretary

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ATTACHMENT 1

(to Intellectual Property Security Agreement)

ITEM A

List of Canadian Business/Trade Name Registrations

List of Canadian Trademark Registrations and Applications

List of US Trademark Registrations and Applications

Hip Gear Appl. 76269821