

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gusdorf Canada Ltd.		06/19/2003	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	HSBC Bank Canada
Street Address:	500 Rene-Levesque Blvd. West
City:	Montreal
State/Country:	QUEBEC
Postal Code:	H3B 2G2
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 6**

Property Type	Number
Registration Number:	1041346
Registration Number:	2263800
Registration Number:	1927020
Registration Number:	2314045
Registration Number:	2107529
Registration Number:	2345908

**CORRESPONDENCE DATA**

Fax Number: (314)345-6060  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3143456000  
 Email: pto-sl@blackwellsanders.com  
 Correspondent Name: Wendy Boldt Cohen  
 Address Line 1: 720 Olive Street  
 Address Line 2: 24th Floor  
 Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	715382.1036
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OP \$165.00 1041346

NAME OF SUBMITTER:

Toni Fragale

Total Attachments: 3

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## HYPOTHEC ON MOVEABLE PROPERTY

### I- Hypothec

1. For good and valuable consideration, the undersigned ("Customer") hereby grants to **HSBC Bank Canada** ("Bank") a hypothec on and a security interest in the following property ("mortgaged property"), for the sum of CAD \$20,000,000, with interest at the rate of 25% per annum from the date hereof:

The universality of the Customer's movable property, corporeal and incorporeal, present and future, wherever situated including, without limiting the generality of the foregoing and for greater certainty, all trademarks, registered or unregistered, and, all intellectual property, whether such trademarks or intellectual property are registered or used in Canada, the United States of America and elsewhere in the world.

2. The following property constitutes "mortgaged property" and, to the extent that it is not already specifically included in the property described in paragraph 1, is also charged by the hypothec and security interest constituted hereunder:
  - (a) the proceeds of any sale, lease or other disposition of the property described in paragraph 1, any debt resulting from such sale, lease or other disposition, as well as any property acquired to replace the mortgaged property, the Customer not being hereby permitted to dispose of the mortgaged property in violation of the provisions hereof;
  - (b) any insurance or expropriation indemnity payable in respect of the mortgaged property;
  - (c) any rights attached to the mortgaged property, as well as the fruits and revenues produced thereby;
  - (d) where the property described in paragraph 1 includes shares or securities, all shares and securities issued in replacement of these shares or securities;
  - (e) all deeds, documents, registers, invoices and books of account evidencing the mortgaged property or relating thereto.

### II- Obligations Secured

1. This hypothec and security interest are granted to secure all indebtedness and other obligations of the Customer to the Bank arising from this deed and from the following credit facility and any renewal or replacement thereof or substitution therefor:

C. Description of the property not situated in the Province of Quebec:

n a


D. Description of the property intended to be used in more than one province or country:


n a

E. Address of the Customer's head or registered office (or his/her domicile, if the Customer is an individual):

1010, rue de la Gauchetière West  
Suite 900  
Montreal, Quebec  
H3B 2P8

This schedule forms an integral part of the above-mentioned deed.

  
\_\_\_\_\_  
Witness

Customer:  
GUSDORF CANADA LTD./  
GUSDORF CANADA LTÉE  
  
per \_\_\_\_\_  
SHAWN LEIBOVITCH  
President

\_\_\_\_\_  
Witness

per \_\_\_\_\_

**SCHEDULE A**

<b><u>Owner</u></b>	<b><u>Trade-mark</u></b>	<b><u>Reg. No.</u></b>
<i>Gusdorf Canada Ltd.</i>	GUSDORF	1,041,346
	GUSDORF. SIMPLE SOLUTIONS Design	1,927,020
	DELMARK	2,107,529
	DELMARK	2,263,800
	GUSDORF	2,314,045
	DELMARK BY-PAR GUSDORF & Design	2,345,908