

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phantom Industries Inc.		12/19/2003	CORPORATION: ONTARIO

RECEIVING PARTY DATA	
Name:	LaSalle Business Credit, a division of ABN AMRO Bank N.V., Canada Branch
Street Address:	79 Wellington Street West
Internal Address:	Suite 1500
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5K 1G8
Entity Type:	LaSalle Business Credit is an unincorporated business division of the Canada Branch of ABN AMRO Bank N.V., a Netherlands corporation:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2318817	UNDER CONTROL

CORRESPONDENCE DATA	
Fax Number:	(646)848-4455
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-848-4455
Email:	jlik@shearman.com
Correspondent Name:	Keum A. Yoon
Address Line 1:	599 Lexington Avenue
Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	9865/5
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NAME OF SUBMITTER:	James H. Lik
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Total Attachments: 8
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INTELLECTUAL PROPERTY COLLATERAL LIEN AGREEMENT

This Intellectual Property Collateral Lien Agreement (this "Agreement") is dated as of December 19, 2003, by Phantom Industries Inc., an Ontario corporation ("Grantor") in favor of LaSalle Business Credit, a division of ABN AMRO Bank N.V., Canada Branch, as secured party (in such capacity, "Secured Party").

Witnesseth:

Whereas, pursuant to that certain Security Agreement dated as of the date hereof between Grantor and Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to Secured Party, certain liens on the Collateral to secure indebtedness, liabilities and obligations owing by Grantor to Secured Party ("Indebtedness"); and

Whereas, pursuant to the terms of the Security Agreement the Grantor is required to execute and deliver this Acknowledgment in favor of Secured Party for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities; and

Now, Therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party to enter into the Loan Documents and to make loans to the Grantor, Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Agreement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Security Agreement shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Agreement to any person or entity shall include such person or entity and its successors and permitted assigns.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of all Indebtedness, hereby assigns and transfers to Secured Party, and hereby pledges and grants to Secured Party continuing security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "Intellectual Property Collateral!"):

(a) all of its owned trademarks and service mark registrations and applications and trademark licenses to which it is a party, including those referred to on Schedule I hereto

(provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (the "Trademarks"), including, without limitation:

- (i) all renewals, reissues, continuations or extensions of the foregoing;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

(b) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including the copyright registrations and applications and exclusive copyright licenses set forth in Schedule II (the "Copyrights") hereto, including, without limitation:

- (i) all renewals, reissues, continuations or extensions of the foregoing;
- and
- (ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright; and

(c) all of its patents, patent applications and patent licenses to which it is a party, including those referred to on Schedule III hereto (the "Patents"), including, without limitation:

- (i) all renewals, reissues, continuations or extensions of the foregoing;
- and
- (ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

Section 3. Acknowledgement. The security interests granted herein are granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Agreement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

Section 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

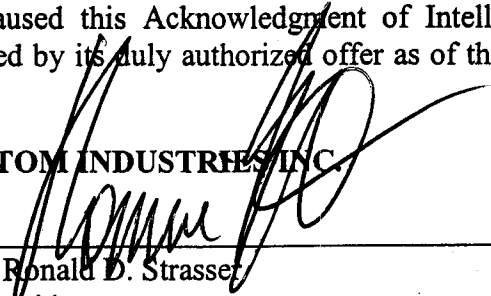
Section 5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

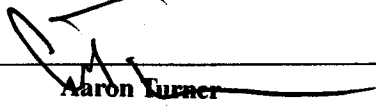
In witness whereof, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.


PHANTOM INDUSTRIES INC.

By: 
Name: Ronald D. Strasser
Title: President

Accepted and Agreed:

**LASALLE BUSINESS CREDIT, a division of
ABN AMRO Bank N.V., Canada Branch, as Secured Party**

By: 
Name: Aaron Turner
Title: First Vice President

By: 
Name: Darcy Mack
Title: V.P., Asset Based Lending

ACKNOWLEDGEMENT OF GRANTORS

Province of Ontario)

Country of Canada)

) ss.
2012

On this 19th day of December, 2003 before me personally appeared Ronald D. Strasser, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of Phantom Industries Inc., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation authorized by and that he acknowledged said instrument to be the free act and deed of each said corporation.

Notary Public

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

TRADE-MARK	REGISTRATION NO.	REGISTRATION DATE
UNDER CONTROL	2318817	February 15, 2000

B. TRADEMARK APPLICATIONS

Nil.

C. TRADEMARK LICENSES

Nil.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Nil.

B. COPYRIGHT APPLICATIONS

Nil.

C. COPYRIGHT LICENSES

Nil.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENT

Nil.

B. PATENT APPLICATIONS

Nil.

C. PATENT LICENSES

Nil.