

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

3091779 Nova Scotia Inc.

- Individual(s)
- General Partnership
- Corporation-State DC
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) 08/09/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Retail Funding, Inc.

Internal Address: _____

Street Address: 40 Broad Street, 11th Floor

City: Boston

State: MA

Country: US Zip: 02109

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship MA
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

71/149,868

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis Highway
Suite 1007

City: Arlington

State: VA Zip: 22202

Phone Number: 703-415-1555

Fax Number: 703-415-1557

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-3545
Authorized User Name Christopher E. Kondracki

9. Signature: *CE Kondracki* Signature

Christopher E. Kondracki

Name of Person Signing

9/10/04 Date

Total number of pages including cover sheet, attachments, and document: 43

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

3091779 NOVA SCOTIA INC.

as Obligor

and

RETAIL FUNDING, INC.

as Lender

SECURITY AGREEMENT

August 9, 2004

STIKEMAN ELLIOTT LLP

TRADEMARK
REEL: 002934 FRAME: 0713

SECURITY AGREEMENT

Security agreement dated August 9, 2004 made by 3091779 Nova Scotia Inc., to and in favour of Retail Funding, Inc., as Lender.

RECITALS:

- (a) The Lender has agreed to make certain credit facilities available to the Obligor on the terms and conditions contained in the Credit Agreement; and
- (b) It is a condition precedent to the extension of credit to the Obligor under the Credit Agreement that the Obligor execute and deliver this Agreement in favour of the Lender as security for the payment and performance of the Obligor's obligations under the Credit Agreement and the Other Loan Documents to which it is a party.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Obligor agrees as follows.

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

"Agreement" means this security agreement and all schedules attached to it and all instruments in amendment or confirmation of it.

"Collateral" has the meaning specified in Section 2.1.

"Credit Agreement" means the letter agreement dated August 9, 2004 between the Obligor and the Lender with respect to credit facilities for the Obligor, as the same may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time and includes any agreement extending the maturity of, refinancing or restructuring all or any portion of, the indebtedness under such agreement or any successor agreements, whether or not with the same Lender.

"Credit Documents" means, collectively, the Credit Agreement and each of the Other Loan Documents (as such term is defined in the Credit Agreement).

"Expenses" has the meaning specified in Section 2.2(b).

"Governmental Entity" means any international tribunal, agency, body commission or other authority, any government, executive, parliament, legislature or local authority, or any governmental entity, ministry, department or agency or regulatory authority, court, tribunal, commission or board of or within Canada, the United States or any other foreign jurisdiction, or any political subdivision of any thereof or any authority having jurisdiction therein or any quasi governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"Intellectual Property" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other intellectual property and industrial property.

"Instruments" means (i) a bill, note or cheque within the meaning of the *Bills of Exchange Act* (Canada) or any other writing that evidences a right to the payment of money and is of a type that in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment, or (ii) a letter of credit and an advice of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, or (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, or (iv) documents of title or any other writing that purports to be issued by or addressed to a bailee and purports to cover such goods in the bailee's possession as are identified or fungible portions of an identified mass, and that in the ordinary course of business is treated as establishing that the Person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers, or (v) any document or writing commonly known as an instrument.

"Lender" means Retail Funding, Inc. and any of its successors and permitted assigns.

"Lien" means (i) any mortgage, charge, pledge, hypothecation, security interest, assignment by way of security, encumbrance, lien (statutory or otherwise), hire purchase agreement, conditional sale agreement, deposit arrangement, title retention agreement or arrangement, or any other assignment, arrangement or condition that in substance secures payment or performance of an obligation, (ii) any trust arrangement, (iii) any arrangement which creates a right of set-off out of the ordinary course of business, or (iv) any agreement to grant any such rights or interests.

"Obligor" means 3091779 Nova Scotia Inc., a company incorporated and existing under the laws of the Province of Nova Scotia and its successors and permitted assigns.

"Person" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

"Registrable Intellectual Property" means any Intellectual Property in respect of which ownership, title, security interests, charges or encumbrances are capable of registration, recording or notation with any Governmental Entity pursuant to applicable laws.

"Restricted Asset" has the meaning specified in Section 2.4(1).

"Secured Obligations" has the meaning specified in Section 2.2(a).

"Securities" means:

- (a) a document that is (i) issued in bearer, order or registered form, (ii) of a type commonly dealt in upon securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment, (iii) one of a class or series or by its terms is divisible into a class or series of documents, and (iv) evidence of a share, participation or other interest in property or in any enterprise or is evidence of an obligation of the issuer and includes an uncertificated security; and

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(b) a share, participation or other interest in a Person;

but excludes

(c) any ULC Shares.

"Security Interest" has the meaning specified in Section 2.2.

"ULC Shares" means shares in any unlimited company at any time owned or otherwise held by the Obligor.

Section 1.2 Incorporated Terms.

Terms defined in the *Personal Property Security Act* (Ontario) and used but not otherwise defined in this Agreement have the same meanings. Capitalized terms used in this Agreement but not defined have the meanings given to them in the Credit Agreement.

Section 1.3 No Implied Subordination.

Any reference in any Credit Document to Liens permitted by the Credit Agreement and any right of the Obligor to create or suffer to exist Liens permitted by the Credit Agreement are not intended to and do not and will not subordinate the Security Interest to any such Lien or give priority to any Person over the Lender.

Section 1.4 Certain Phrases, etc.

In this Agreement the words "including", "includes" and "include" mean "including (or includes or include) without limitation". The expressions "Article", "Section" and other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Agreement.

Section 1.5 Gender and Number.

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.

Section 1.6 Headings, etc.

The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect its interpretation.

Section 1.7 Schedules.

The schedules attached to this Agreement form an integral part of it for all purposes of it.

Section 1.8 References.

Any reference to this Agreement, refers to this Agreement as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented and shall include all schedules to it. Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.

**ARTICLE 2
SECURITY****Section 2.1 Grant of Security.**

- (1) Subject to Section 2.4, the Obligor grants to the Lender a security interest in, and assigns, mortgages, charges, hypothecates and pledges to the Lender all of the property and undertaking of the Obligor now owned or hereafter acquired and all of the property and undertaking in which the Obligor now has or hereafter acquires any interest including all of the Obligor's:
- (a) present and after-acquired personal property;
 - (b) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Obligor;
 - (c) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
 - (d) accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording;
 - (e) money, documents of title and chattel paper;
 - (f) Instruments and Securities, including the Instruments and Securities listed in Schedule A;
 - (g) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, licenses and other contractual benefits;
 - (h) Intellectual Property including the Registrable Intellectual Property listed in Schedule B;

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- (i) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in Sections 2.1(a) through 2.1(h) inclusive; and
 - (j) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in Sections 2.1(a) through 2.1(i) inclusive, including the proceeds of such proceeds.
- (2) Subject to Section 2.4, the Obligor grants to the Lender a security interest in, and assigns, mortgages, charges, hypothecates and pledges to the Lender all of the Obligor's right, title and interest in and to real property, whether now owned or hereafter acquired. The property described in this section along with the property described in Section 2.1(1) of this Agreement is collectively referred to as the "Collateral".

Section 2.2 Secured Obligations.

The security interest, assignment, mortgage, charge, hypothecation and pledge granted by this Agreement (collectively, the "Security Interest") secures the payment and performance of:

- (a) all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Obligor to the Lender in any currency, under, in connection with or pursuant to the Credit Agreement and any of the Other Loan Documents, and whether incurred by the Obligor alone or jointly with another or others and whether as principal, guarantor or surety and in whatever name or style (collectively, and together with the Expenses, the "Secured Obligations"); and
- (b) all expenses, costs and charges incurred by or on behalf of the Lender in connection with this Agreement, the Security Interest or the Collateral, including all legal fees, court costs, receiver's or agent's remuneration and other expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral, and of taking, defending or participating in any action or proceeding in connection with any of the foregoing matters or otherwise in connection with the Lender's interest in any Collateral, whether or not directly relating to the enforcement of this Agreement or any other Credit Document (collectively, the "Expenses").

Section 2.3 Attachment.

- (1) The Obligor acknowledges that (i) value has been given, (ii) it has rights in the Collateral (other than after-acquired Collateral), (iii) it has not agreed to

postpone the time of attachment of the Security Interest, and (iv) it has received a duplicate original copy of this Agreement.

- (2) If any Securities or Instruments are now or at any time become evidenced, in whole or in part, by uncertified securities registered or recorded in records maintained by or on behalf of the issuer thereof in the name of a clearing agency or a custodian or of a nominee of either, the Obligor will, at the request of the Lender, cause an appropriate entry to be made in the records of the clearing agency or custodian to record the interest of the Lender in such Securities or Instruments created pursuant to this Agreement.
- (3) The Obligor delivers to and deposits with the Lender any and all certificates evidencing the Securities listed in Schedule A, together with, in each case, a stock power duly endorsed in blank for transfer. The Obligor also delivers to and deposits with the Lender any promissory note or other Instruments evidencing any amount payable in excess of \$100,000 or evidencing any rights to goods having a value in excess of \$100,000.
- (4) If the Obligor acquires any Securities or any Instruments (other than Instruments evidencing amounts payable of less than \$100,000) or evidencing any rights to goods having a value in excess of \$100,000, the Obligor will notify the Lender in writing and provide the Lender with a revised Schedule A recording the acquisition and particulars of such Instruments or Securities within 15 days after such acquisition. Upon request by the Lender, the Obligor will promptly deliver to and deposit with the Lender any such Securities or Instruments (other than Instruments evidencing amounts payable of less than \$100,000) or evidencing any rights to goods having a value in excess of \$100,000 as security for the Secured Obligations. At the request of the Lender, the Obligor will (i) cause the transfer of any such Securities or Instruments to the Lender to be registered wherever such registration may be required or advisable in the reasonable opinion of the Lender, (ii) duly endorse any such Securities or Instruments for transfer in blank or register them in the name of the Lender or its nominee or otherwise as the Lender may reasonably direct, and (iii) immediately deliver to the Lender any and all consents or other documents which may be necessary to effect the transfer of any such Securities or Instruments to the Lender or any third party. The Obligor will also promptly inform the Lender in writing of the acquisition by the Obligor of any ULC Shares.
- (5) The Obligor will promptly notify the Lender in writing of any acquisition by the Obligor of any interest in real property.
- (6) The Obligor will promptly notify the Lender in writing of the acquisition by the Obligor of any Registrable Intellectual Property. The Obligor will provide the Lender with a revised Schedule B recording the acquisition and particulars of such additional Intellectual Property.

Section 2.4 Scope of Security Interest.

- (1) To the extent that an assignment of amounts payable and other proceeds arising under or in connection with, or the grant of a security interest in any agreement, licence, permit or quota of the Obligor would result in the termination of such agreement, licence, permit or quota (each, a "Restricted Asset"), the Security Interest will constitute a trust created in favour of the Lender pursuant to which the Obligor holds as trustee all proceeds arising under or in connection with the Restricted Asset in trust for the Lender on the following basis:
 - (i) until the Security Interest is enforceable, the Obligor is entitled to receive all such proceeds; and
 - (ii) whenever the Security Interest is enforceable, (A) all rights of the Obligor to receive such proceeds cease and all such proceeds will be immediately paid over to the Lender and (B) the Obligor will take all actions requested by the Lender to collect and enforce payment and other rights arising under the Restricted Asset.

The Obligor will use all commercially reasonable efforts to obtain the consent of each other party to any and all Restricted Assets to the assignment of such Restricted Asset to the Lender in accordance with this Agreement. The Obligor will also use all commercially reasonable efforts to ensure that all agreements entered into on and after the date of this Agreement expressly permit assignments of the benefits of such agreements as collateral security to the Lender in accordance with the terms of this Agreement.

- (2) Until the Security Interest is enforceable, the grant of the Security Interest in the Intellectual Property does not affect in any way the Obligor's rights to commercially exploit the Intellectual Property, defend it, enforce the Obligor's rights in it or with respect to it against third parties in any court or claim and be entitled to receive any damages with respect to any infringement of it.
- (3) The Security Interest does not extend to consumer goods or ULC Shares.
- (4) The Security Interest does not extend or apply to the last day of the term of any lease or sublease of real property or any agreement for a lease or sublease of real property, now held or hereafter acquired by the Obligor, but the Obligor will stand possessed of any such last day upon trust to assign and dispose of it as the Lender may reasonably direct.

Section 2.5 Grant of Licence to Use Intellectual Property.

At such time as the Lender is lawfully entitled to exercise its rights and remedies under Article 3, the Obligor grants to the Lender an irrevocable, nonexclusive licence (exercisable without payment of royalty or other compensation to the Obligor) to use, assign or sublicense any Intellectual Property in which the Obligor has rights wherever

the same may be located, including in such licence access to (i) all media in which any of the licensed items may be recorded or stored, and (ii) all software and computer programs used for compilation or print-out. The license granted under this Section is to enable the Lender to exercise its rights and remedies under Article 3 and for no other purpose.

Section 2.6 Care and Custody of Collateral.

- (1) The Lender has no obligation to keep Collateral in its possession identifiable.
- (2) The Lender may, upon the occurrence and during the continuance of an Event of Default, (i) notify any Person obligated on an account or on chattel paper or any obligor on an instrument to make payments to the Lender, whether or not the Obligor was previously making collections on such accounts, chattel paper, instruments, and (ii) assume control of any proceeds arising from the Collateral.
- (3) The Lender has no obligation to collect dividends, distributions or interest payable on, or exercise any option or right in connection with, any Securities or Instruments. The Lender has no obligation to protect or preserve any Securities or Instruments from depreciating in value or becoming worthless and is released from all responsibility for any loss of value. In the physical keeping of any Securities, the Lender is only obliged to exercise the same degree of care as it would exercise with respect to its own Securities kept at the same place.

Section 2.7 Rights of the Obligor.

- (1) Until the occurrence of an Event of Default which is continuing, the Obligor is entitled to vote the Securities that are part of the Collateral and to receive all dividends and distributions on such Securities. In order to allow the Obligor to vote Securities registered in the Lender's name or the name of its nominee, the Lender will from time to time, at the request and the expense of the Obligor, (i) execute valid proxies appointing proxyholders to attend and act at meetings of shareholders, and (ii) execute resolutions in writing, all pursuant to the relevant provisions of the issuer's governing legislation. Upon the occurrence and during the continuance of an Event of Default, all rights of the Obligor to vote (under any proxy given by the Lender (or its nominee) or otherwise) or to receive distributions or dividends cease and all such rights become vested solely and absolutely in the Lender.
- (2) Any distributions or dividends received by the Obligor contrary to Section 2.7(1) or any other moneys or property received by the Obligor after the Security Interest is enforceable will be received as trustee for the Lender and shall be immediately paid over to the Lender.

Section 2.8 Expenses.

The Obligor is liable for and will pay on demand by the Lender any and all Expenses.

**ARTICLE 3
ENFORCEMENT****Section 3.1 Enforcement.**

The Security Interest becomes and is enforceable against the Obligor upon the occurrence and during the continuance of an Event of Default.

Section 3.2 Remedies.

Whenever the Security Interest is enforceable, the Lender may realize upon the Collateral and enforce the rights of the Lender by:

- (a) entry onto any premises where Collateral consisting of tangible personal property may be located;
- (b) entry into possession of the Collateral by any method permitted by law;
- (c) sale, grant of options to purchase, or lease of all or any part of the Collateral;
- (d) holding, storing and keeping idle or operating all or any part of the Collateral;
- (e) exercising and enforcing all rights and remedies of a holder of the Securities and Instruments as if the Lender were the absolute owner thereof (including, if necessary, causing the Collateral to be registered in the name of the Lender or its nominee if not already done);
- (f) collection of any proceeds arising in respect of the Collateral;
- (g) collection, realization or sale of, or other dealing with, the accounts;
- (h) license or sublicense, whether on an exclusive or nonexclusive basis, any Intellectual Property for such term and on such conditions and in such manner as the Lender in its sole judgment determines (taking into account such provisions as may be necessary to protect and preserve such Intellectual Property);
- (i) instruction to any bank which has entered into a control agreement with the Lender to transfer all moneys, securities and instruments held by such depository bank to an account maintained with or by the Lender;

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- (j) application of any moneys constituting Collateral or proceeds thereof in accordance with Section 5.11;
- (k) appointment by instrument in writing of a receiver (which term as used in this Agreement includes a receiver and manager) or agent of all or any part of the Collateral and removal or replacement from time to time of any receiver or agent;
- (l) institution of proceedings in any court of competent jurisdiction for the appointment of a receiver of all or any part of the Collateral;
- (m) institution of proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Collateral;
- (n) filing of proofs of claim and other documents to establish claims to the Collateral in any proceeding relating to the Obligor; and
- (o) any other remedy or proceeding authorized or permitted under the *Personal Property Security Act* (Ontario) or otherwise by law or equity.

Section 3.3 Additional Rights.

In addition to the remedies set forth in Section 3.2 and elsewhere in this Agreement, whenever the Security Interest is enforceable, the Lender may:

- (a) require the Obligor, at the Obligor's expense, to assemble the Collateral at a place or places designated by notice in writing and the Obligor agrees to so assemble the Collateral immediately upon receipt of such notice;
- (b) require the Obligor, by notice in writing, to disclose to the Lender the location or locations of the Collateral and the Obligor agrees to promptly make such disclosure when so required;
- (c) repair, process, modify, complete or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Obligor or otherwise;
- (d) redeem any prior security interest against any Collateral, procure the transfer of such security interest to itself, or settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (any accounts to be conclusive and binding on Obligor);
- (e) pay any liability secured by any Lien against any Collateral (the Obligor will immediately on demand reimburse the Lender for all such payments);
- (f) carry on all or any part of the business of the Obligor and, to the exclusion of all others including the Obligor, enter upon, occupy and use all or any

of the premises, buildings, and other property of or used by the Obligor for such time as the Lender sees fit, free of charge, and the Lender is not liable to the Obligor for any act, omission or negligence in so doing or for any rent, charges, depreciation or damages incurred in connection with or resulting from such action;

- (g) borrow for the purpose of carrying on the business of the Obligor or for the maintenance, preservation or protection of the Collateral and grant a security interest in the Collateral, whether or not in priority to the Security Interest, to secure repayment;
- (h) commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and give good and valid receipts and discharges in respect of the Collateral and compromise or give time for the payment or performance of all or any part of the accounts or any other obligation of any third party to the Obligor; and
- (i) at any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral offered for sale and upon compliance with the terms of such sale, hold, retain and dispose of such Collateral without any further accountability to the Obligor or any other Person with respect to such holding, retention or disposition, except as required by law. In any such sale to the Lender, the Lender may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for Secured Obligations then due and payable to it as a credit against the purchase price.

Section 3.4 Exercise of Remedies.

The remedies under Section 3.2 and Section 3.3 may be exercised from time to time separately or in combination and are in addition to, and not in substitution for, any other rights of the Lender however arising or created. The Lender is not bound to exercise any right or remedy, and the exercise of rights and remedies is without prejudice to the rights of the Lender in respect of the Secured Obligations including the right to claim for any deficiency.

Section 3.5 Receiver's Powers.

- (1) Any receiver appointed by the Lender is vested with the rights and remedies which could have been exercised by the Lender in respect of the Obligor or the Collateral and such other powers and discretions as are granted in the instrument of appointment and any supplemental instruments. The identity of the receiver, its replacement and its remuneration are within the sole and unfettered discretion of the Lender.

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- (2) Any receiver appointed by the Lender will act as agent for the Lender for the purposes of taking possession of the Collateral, but otherwise and for all other purposes (except as provided below), as agent for the Obligor. The receiver may sell, lease, or otherwise dispose of Collateral as agent for the Obligor or as agent for the Lender as the Lender may determine in its discretion. The Obligor agrees to ratify and confirm all actions of the receiver acting as agent for the Obligor, and to release and indemnify the receiver in respect of all such actions.
- (3) The Lender, in appointing or refraining from appointing any receiver, does not incur liability to the receiver, the Obligor or otherwise and is not responsible for any misconduct or negligence of such receiver.

Section 3.6 Appointment of Attorney.

The Obligor hereby irrevocably constitutes and appoints the Lender (and any officer of the Lender) the true and lawful attorney of the Obligor. As the attorney of the Obligor, the Lender has the power to exercise for and in the name of the Obligor, with full power of substitution, any of the Obligor's right (including the right of disposal), title and interest in and to the Collateral including the execution, endorsement, delivery and transfer of the Collateral to the Lender, its nominees or transferees, and the Lender and its nominees or transferees are hereby empowered to exercise all rights and powers and to perform all acts of ownership with respect to the Collateral to the same extent as the Obligor might do. All acts of the attorney are ratified and approved, and the attorney is not liable for any act, failure to act or any other matter or thing, except for its own gross negligence or wilful misconduct. This power of attorney is irrevocable, is coupled with an interest, has been given for valuable consideration (the receipt and adequacy of which is acknowledged) and survives, and does not terminate upon, the bankruptcy, dissolution, winding up or insolvency of the Obligor. This power of attorney extends to and is binding upon the Obligor's successors and permitted assigns. The Obligor authorizes the Lender to delegate in writing to another person any power and authority of the Lender under this power of attorney as may be necessary or desirable in the opinion of the Lender, and to revoke or suspend such delegation.

Section 3.7 Dealing with the Collateral.

- (1) The Lender is not obliged to exhaust their recourse against the Obligor or any other Person or against any other security they may hold in respect of the Secured Obligations before realizing upon or otherwise dealing with the Collateral in such manner as the Lender may consider desirable.
- (2) The Lender may grant extensions or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Obligor and with other Persons, sureties or securities as they may see fit without prejudice to the Secured Obligations, the liability of the Obligor or the rights of the Lender in respect of the Collateral.

- (3) Except as otherwise provided by law or this Agreement, the Lender is not (i) liable or accountable for any failure to collect, realize or obtain payment in respect of the Collateral, (ii) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Collateral or for the purpose of preserving any rights of any persons in respect of the Collateral, (iii) responsible for any loss occasioned by any sale or other dealing with the Collateral or by the retention of or failure to sell or otherwise deal with the Collateral, or (iv) bound to protect the Collateral from depreciating in value or becoming worthless.

Section 3.8 Standards of Sale.

Without prejudice to the ability of the Lender to dispose of the Collateral in any manner which is commercially reasonable, the Obligor acknowledges that:

- (a) the Collateral may be disposed of in whole or in part;
- (b) the Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- (c) any assignee of such Collateral may be the Lender or a customer of the Lender;
- (d) any sale conducted by the Lender will be at such time and place, on such notice and in accordance with such procedures as the Lender, in its sole discretion, may deem advantageous;
- (e) the Collateral may be disposed of in any manner and on any terms necessary to avoid violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that the prospective bidders and purchasers have certain qualifications, and restrict the prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of the Collateral) or in order to obtain any required approval of the disposition (or of the resulting purchase) by any governmental or regulatory authority or official;
- (f) a disposition of the Collateral may be on such terms and conditions as to credit or otherwise as the Lender, in its sole discretion, may deem advantageous; and
- (g) the Lender may establish an upset or reserve bid or price in respect of the Collateral.

Section 3.9 Dealings by Third Parties.

- (1) No Person dealing with the Lender or a receiver is required to determine (i) whether the Security Interest has become enforceable, (ii) whether the powers which such Person is purporting to exercise have become exercisable, (iii) whether any money remains due to the Lender by the Obligor, (iv) the necessity or expediency of the stipulations and conditions subject to which any sale or lease is made, (v) the propriety or regularity of any sale or other dealing by the Lender with the Collateral, or (vi) how any money paid to the Lender has been applied.
- (2) Any *bona fide* purchaser of all or any part of the Collateral from the Lender or any receiver or agent will hold the Collateral absolutely, free from any claim or right of whatever kind, including any equity of redemption, of the Obligor, which it specifically waives (to the fullest extent permitted by law) as against any such purchaser together with all rights of redemption, stay or appraisal which the Obligor has or may have under any rule of law or statute now existing or hereafter adopted.

Section 3.10 Registration Rights.

If the Lender determines to exercise its right to sell any or all of the Securities that are Collateral, and if in the opinion of the Lender it is necessary or advisable to have any such Securities:

- (a) qualified for distribution by prospectus pursuant to the applicable securities legislation in any or all provinces and territories of Canada, the Obligor will cause the issuer thereof to (i) use its best efforts to file, and obtain a receipt from the applicable securities regulatory authorities, for a preliminary and final prospectus offering for sale such number of Securities as the Lender directs; and (ii) execute and deliver, and cause the directors and officers of such issuer to execute and deliver, all such certificates, instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Lender, necessary or advisable to qualify such Securities for distribution by prospectus pursuant to the applicable securities legislation in any or all provinces of Canada; or
- (b) sold or registered under the provisions of the U.S. Securities Act of 1933, as amended, the Obligor will cause the issuer thereof to (i) execute and deliver, and cause the directors and officers of such issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Lender, necessary or advisable to register the Securities pledged hereunder, or that portion thereof to be sold, under the provisions of the U.S. Securities Act of 1933, as amended, (ii) use its best efforts to cause the registration statement

relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Securities pledged hereunder, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Lender, are necessary or advisable, all in conformity with the requirements of the U.S. Securities Act of 1933, as amended, and the rules and regulations applicable thereto.

The Obligor agrees to cause such issuer to comply with the provisions of the securities legislation in effect in any or all of the provinces of Canada, the U.S. Securities Act of 1933, as amended, and the securities or "Blue Sky" laws of any jurisdictions outside Canada, in each case, which the Lender designates.

ARTICLE 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.1 General Representations, Warranties and Covenants.

The Obligor represents and warrants and covenants and agrees, acknowledging and confirming that the Lender is relying on such representations, warranties, covenants and agreements, that:

- (a) **Continuous Perfection.** Schedule C sets out the Obligor's place of business or, if more than one, the Obligor's chief executive office. Such place of business or chief executive office, as the case may be, has been located at such address for the sixty days immediately preceding the date of this Agreement. Schedule C also sets out the address at which the books and records of the Obligor are located, the address at which senior management of the Obligor are located and conduct their deliberations and make their decisions with respect to the business of the Obligor and the address from which the invoices and accounts of the Obligor are issued. The Obligor will not change the location of any of these items, people or addresses without providing at least thirty (30) days prior written notice to the Lender. Except for sales of inventory made in the ordinary course of business, the Collateral, to the extent not delivered to the Lender pursuant to Section 2.3(3), has been kept for the sixty days immediately preceding the date of this Agreement and will be kept at those locations listed on Schedule C, and the Obligor will not remove the Collateral from such locations, without providing at least thirty (30) days prior written notice to the Lender. The Obligor will not change its name in any manner without providing at least thirty (30) days prior written notice to the Lender. The Obligor has not operated under any trade name, fictitious name or other name in the last 12 months other than 3091779 Nova Scotia Company.

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- (b) **Negative Pledge.** The Obligor will not create or suffer to exist, any Lien on the Collateral, except for Liens permitted by the Credit Agreement.
- (c) **Account Debtors.** None of the account debtors in respect of any accounts, chattel paper or general intangibles and none of the obligors in respect of any Instruments included in the Collateral is a Governmental Entity.
- (d) **Securities and Instruments.**
- (i) Schedule A lists all Securities and Instruments owned or held by the Obligor on the date of this Agreement.
- (ii) Securities and Instruments that are Collateral have been, where applicable, duly and validly issued and acquired and are fully paid and non-assessable. Schedule A sets out, for each class of Securities listed in the schedule, the percentage amount that such Securities represent of all issued and outstanding Securities of that class.
- (iii) Except as described in Schedule A, no transfer restrictions apply to the Securities and Instruments listed in Schedule A except for those described in Schedule A. The Obligor has delivered to the Lender copies of all shareholder, partnership or trust agreements applicable to each issuer of such Securities and Instruments which are in the Obligor's possession or control.
- (iv) No Person has or will have any written or oral option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, preemptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement to acquire any right or interest in any of the Securities and Instruments that are Collateral.
- (v) The Securities and Instruments that are Collateral constitute, where applicable, the legal, valid and binding obligation of the obligor of such Securities and Instruments, enforceable in accordance with their terms, subject only to any limitation under applicable laws relating to (i) bankruptcy, insolvency, fraudulent conveyance, arrangement, reorganization or creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies.
- (vi) The pledge, assignment and delivery to the Lender of the Collateral consisting of certificated Securities pursuant to this Agreement creates a valid and perfected first priority security interest in such

certificated Securities, and the proceeds of them. Such Securities and the proceeds from them are not subject to any prior Lien or any agreement purporting to grant to any third party a Lien on the property or assets of the Obligor which would include the Securities. The Lender is entitled to all the rights, priorities and benefits afforded by the *Personal Property Security Act* (Ontario) or other relevant personal property securities legislation as enacted in any relevant jurisdiction to perfect security interests in respect of such Collateral.

- (e) **Status of Accounts Collateral.** The Obligor will maintain books and records pertaining to the Collateral in such detail, form and scope as the Lender reasonably requires, and keep all originals of the chattel paper which evidence accounts at locations specified on Schedule B. The Obligor will also immediately notify the Lender if any account in excess of \$100,000 arises out of contracts with any Governmental Entity, and execute any instruments and take any steps required by the Lender in order that all moneys due or to become due under the contract are assigned to the Lender and notice of such assignment is given to the Governmental Entity.
- (f) **Perfection and Protection of Security Interest.** The Obligor will perform, execute and deliver, all acts, agreements and other documents requested by the Lender at any time to register, file, signify, publish, perfect, maintain, protect, and enforce the Security Interest including (i) executing, recording and filing of financing or other statements, in form and substance satisfactory to the Lender and paying all taxes, fees and other charges payable, (ii) placing notations on its books of account to disclose the Security Interest, and (iii) taking such other steps as are deemed necessary by the Lender to maintain the Security Interest.
- (g) **Additional Security.** The Obligor will grant to the Lender security interests, assignments, mortgages, charges, hypothecations and pledges in such property and undertaking of the Obligor that is not covered by this Agreement or as may be requested from time to time by the Lender. The Obligor will grant such security interests, assignments, mortgages, charges, hypothecations and pledges pursuant to documentation reasonably satisfactory in form and substance to the Lender constituting valid and enforceable perfected security interests, assignments, mortgages, charges, hypothecations and pledges.

Section 4.2 Representations, Warranties and Covenants Concerning Intellectual Property.

The Obligor represents and warrants and covenants and agrees, acknowledging and confirming that the Lender is relying on such representations, warranties, covenants and agreements, that:

- (a) Schedule B lists all Registrable Intellectual Property that is owned by the Obligor on the date of this Agreement.
- (b) All Registrable Intellectual Property of the Obligor is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the Intellectual Property rights of any other Person.
- (c) No decision or judgment has been rendered by any Governmental Entity which would limit, cancel or question the validity of, or the Obligor's rights in, any Intellectual Property in any respect.
- (d) No action or proceeding is pending, or, to the knowledge of the Obligor, threatened, on the date hereof seeking to limit, cancel or question the validity of any Intellectual Property or the Obligor's ownership interest therein.
- (e) The Obligor will take all reasonable and necessary steps, including in any proceeding before the Canadian Intellectual Property Office or any similar Governmental Entity of any jurisdiction, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Registrable Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.
- (f) In the event that any material Intellectual Property of the Obligor is infringed, misappropriated or diluted by a third party, the Obligor will (i) take such actions as the Obligor reasonably deems appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Lender after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.
- (g) Immediately upon the request of the Lender, the Obligor will furnish the Lender in writing the description of all Registrable Intellectual Property or applications for Registrable Intellectual Property of the Obligor. In addition, the Obligor will deliver to the Lender a copy of the certificate of registration of, or application for, such Registrable Intellectual Property with a Confirmation of Security Interest in the form of Schedule D in

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respect of such Registrable Intellectual Property confirming the assignment for security of such Registrable Intellectual Property to the Lender and immediately make all such filings, registrations and recordings as are necessary or appropriate to perfect the Security Interest granted to the Lender in the Registrable Intellectual Property.

ARTICLE 5 GENERAL

Section 5.1 Notices.

Any notices, directions or other communications provided for in this Agreement must be in writing and given in accordance with the Credit Agreement.

Section 5.2 Discharge.

The Security Interest will be discharged upon, but only upon, (i) full and indefeasible payment and performance of the Secured Obligations, and (ii) the Lender having no obligations under any Credit Document. Upon discharge of the Security Interest and at the request and expense of the Obligor, the Lender will execute and deliver to the Obligor such releases, discharges, financing statements and other documents or instruments as the Obligor may reasonably require and the Lender will redeliver to the Obligor, or as the Obligor may otherwise direct the Lender, any Collateral in its possession.

Section 5.3 No Merger, Survival of Representations and Warranties.

This Agreement does not operate by way of merger of any of the Secured Obligations and no judgment recovered by the Lender will operate by way of merger of, or in any way affect, the Security Interest, which is in addition to, and not in substitution for, any other security now or hereafter held by the Lender in respect of the Secured Obligations.

Section 5.4 Further Assurances.

The Obligor will do all acts and things and execute and deliver, or cause to be executed and delivered, all documents and instruments that the Lender may require and take all further steps relating to the Collateral or any other property or assets of the Obligor that the Lender may require for (i) protecting the Collateral, (ii) perfecting the Security Interest, and (iii) exercising all powers, authorities and discretions conferred upon the Lender. The Obligor will cause to be delivered to the Lender such opinions of counsel, title insurance and other related documents that the Lender may request to assure itself that Section 4.1 and Section 4.2 have been complied with. After the Security Interest becomes enforceable, the Obligor will do all acts and things and execute and deliver all transfers, assignments and instruments that the Lender may require for facilitating the sale or other disposition of the Collateral in connection with its realization.

Section 5.5 Supplemental Security.

This Agreement is in addition and without prejudice to and supplemental to all other security now held or which may hereafter be held by the Lender.

Section 5.6 Successors and Assigns.

This Agreement is binding on the Obligor, its successors and assigns, and enures to the benefit of the Lender and its successors and assigns. This Agreement may be assigned by the Lender without the consent of, or notice to, the Obligor, to such Person as the Lender may determine and, in such event, such Person will be entitled to all of the rights and remedies of the Lender as set forth in this Agreement or otherwise. In any action brought by an assignee to enforce any such right or remedy, the Obligor will not assert against the assignee any claim or defence which the Obligor now has or may have against the Lender. The Obligor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Lender which may be unreasonably withheld.

Section 5.7 Amalgamation

The Obligor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations, it is the intention of the parties that the Security Interest (i) extends to all of the property and undertaking that each of the amalgamating corporations and the amalgamated corporation then has, or thereafter acquires, any right, title, interest in and all right, title and interest that each of the amalgamating corporations and the amalgamated corporation then has, or thereafter acquires or has, in any property and undertaking; and (ii) secures the payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by each of the amalgamating corporations and the amalgamated corporation to the Lender at the time of amalgamation and any such obligations of the amalgamated corporation to the Lender arising after the amalgamation. The Security Interest attaches to the additional collateral at the time of amalgamation and to any collateral thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired. Upon any such amalgamation, the defined term "Obligor" means, collectively, each of the amalgamating corporations and the amalgamated corporation, the defined term "Collateral" means all of the property and undertaking and interests described in (i) above, and the defined term "Secured Obligations" means the obligations described in (ii) above.

Section 5.8 Severability.

If any court of competent jurisdiction from which no appeal exists or is taken, determines any provision of this Agreement to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 5.9 Amendment.

This Agreement may only be amended, supplemented or otherwise modified by written agreement executed by the Lender and the Obligor.

Section 5.10 Waivers, etc.

- (1) No consent or waiver by the Lender in respect of this Agreement is binding unless made in writing and signed by an authorized officer of the Lender. Any consent or waiver given under this Agreement is effective only in the specific instance and for the specific purpose for which given. No waiver of any of the provisions of this Agreement constitutes a waiver of any other provision.
- (2) A failure or delay on the part of the Lender in exercising a right under this Agreement does not operate as a waiver of, or impair, any right of the Lender however arising. A single or partial exercise of a right on the part of the Lender does not preclude any other or further exercise of that right or the exercise of any other right by the Lender.

Section 5.11 Application of Proceeds of Security.

All monies collected by the Lender upon the enforcement of the rights and remedies under the Credit Documents and the Liens created by them including any sale or other disposition of the Collateral, together with all other monies received by the Lender under the Credit Documents, will be applied as provided in the Credit Agreement. To the extent any other Credit Document requires proceeds of collateral under such Credit Document to be applied in accordance with the provisions of this Agreement, the Lender or holder under such other Credit Document shall apply such proceeds in accordance with this Section.

Section 5.12 Conflict

In the event of any conflict between the provisions of this Agreement and the provisions of the Credit Agreement which cannot be resolved by both provisions being complied with, the provisions contained in the Credit Agreement will prevail to the extent of such conflict.

Section 5.13 Governing Law.

- (1) This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (2) The Obligor irrevocably attorns and submits to the exclusive jurisdiction of any court of competent jurisdiction of the Province of Ontario sitting in Toronto, Ontario in any action or proceeding arising out of or relating to this Agreement and the other Credit Documents to which it is a party. The Obligor irrevocably waives objection to the venue of any action or proceeding in such court or that such court provides an inconvenient forum. Nothing in this Section limits the

right of the Lender to bring proceedings against the Obligor in the courts of any other jurisdiction.

- (3) The Obligor hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to the Obligor at the address for notice specified by the Borrower pursuant to the Credit Agreement. Nothing in this Section affects the right of the Lender to serve process in any manner permitted by law.

Section 5.14 Application of Saskatchewan Law.

- (1) The *Land Contracts (Actions) Act* (Saskatchewan) shall have no application to any action, as defined therein, with respect to this Agreement.
- (2) The *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to (i) this Agreement, (ii) any mortgage, charge or other security for the payment of money made, given or created by this Agreement, (iii) any agreement or instrument renewing or extending or collateral to this Agreement or any mortgage, charge or other security referred to or mentioned in (ii) above, or (iv) the rights, powers or remedies of the Lender under this Agreement or any mortgage, charge, other security, agreement or instrument referred to or mentioned in (ii) or (iii) above.

IN WITNESS WHEREOF the Obligor has executed this Agreement.

3091779 NOVA SCOTIA INC.

Per: 
Authorized Signing Officer

**SCHEDULE A
INSTRUMENTS AND SECURITIES**

SECURITIES

<u>Issuer</u>	<u>Class of Securities</u>	<u>Number of Securities</u>	<u>% of issued Securities</u>	<u>Certificate Number</u>
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NIL

INSTRUMENTS

<u>Issuer</u>	<u>Type of Instrument</u>	<u>Original Amount/ Face Amount Monetary Obligation Secured</u>	<u>Maturity Date</u>
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NIL

TRANSFER RESTRICTIONS

NIL

**SCHEDULE B
INTELLECTUAL PROPERTY**

Part A. Canada

Trade-mark	Reg/App'l No.	Date
KIDDY POPS	39227	September 21, 1950
"OCCASIONS BY LAURA SECORD"	371465	August 3, 1990
CALYPSO	562771	May 29, 2002
Design-CAMEO	280819	June 23, 1983
CAMEO CONE	415221	August 6, 1993
Design-CAMEO	207365	May 30, 1975
FANNIE FARMER	218042	December 31, 1976
FANNIE FARMER	606384	March 26, 2004
INDULGE	389009	September 13, 1991
LAURA SECORD	18979	October 16, 1913
LAURA SECORD	186708	November 17, 1972
LAURA SECORD	209560	September 19, 1975
LAURA SECORD	291898	June 15, 1984
LAURA SECORD CHOCOLATE HOCKEY PUCK (Design)	217670	December 10, 1976
LAURA SECORD (Dist)	308270	November 15, 1985
MEDALLIONS	126360	April 27, 1962
Design- Flower-ROSE	301317	March 29, 1985

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Part B. Other Countries

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
LAURA SECORD	United Kingdom	977778
LAURA SECORD	United Kingdom	B 1243751
LAURA SECORD	Hong Kong	B 27351988
LAURA SECORD	Australia	A 402878
LAURA SECORD	France	1675679
LAURA SECORD	Greece	77408
LAURA SECORD	Ireland	110725
LAURA SECORD	Korea Republic of (South)	166260
LAURA SECORD	Kuwait	15712
LAURA SECORD	Macau	5812 M
LAURA SECORD	Saudi Arabia	13939
LAURA SECORD	Saudi Arabia	13940
LAURA SECORD	Saudi Arabia	13941
LAURA SECORD	Saudi Arabia	13942
LAURA SECORD	Singapore	51484
LAURA SECORD	South Africa	B840280
LAURA SECORD	Switzerland	340,977
LAURA SECORD	United States	163475 (application no. 71149868)

Part C. Trademarks (Other Than Registered Trademarks)

The following are the unregistered trademarks, registered and unregistered trade names, product names, trade dress, service marks, copyrights and brand names used in the Business:

Laura Secord
 Laura Secord French & Frosted Mint
 Laura Secord Frosted Mint
 Laura Secord Mint Medallion
 Laura Secord Mint Stick
 Laura Secord Almond Bark

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Laura Secord Jellifruit
Laura Secord Miniatures
Laura Secord Dixies
Laura Secord Puppy Paws
Laura Secord Buttermallow
Laura Secord Nut Bordeaux
Laura Secord French Mint
Laura Secord Laurette
Laura Secord Secord
Laura Secord Superior
Laura Secord Goldie
Laura Secord Milton
Laura Secord York
Laura Secord French Crisp
Laura Secord Virginia Crisp
Laura Secord Butter Crunch
Laura Secord Milk Fingers
Laura Secord White Fingers
Laura Secord Southern
Laura Secord Gloria
Laura Secord Jamaican
Laura Secord Orange Fruit Dream
Laura Secord Strawberry Fruit Dream
Laura Secord Raspberry Fruit Dream
Laura Secord Essex
Laura Secord Kent
Laura Secord Swirls & Clusters
Laura Secord Almond Swirls
Laura Secord Vanilla Belmont
Laura Secord Cameo
Laura Secord Princess
Laura Secord Mini Bar
Laura Secord Mint Meltaway
Laura Secord Coco Balls
Laura Secord Loon Truffle

All trade dress, service marks, copyrights and designs in connection with the packaging and promotion of Laura Secord products.

SCHEDULE C LOCATIONS OF COLLATERAL

Chief Executive Office:

Laura Secord
1 Valleybrook Drive, Suite 302
Toronto, ON
M3B 2S7

Locations of Collateral and Places of Business:

PERMITS REQUIRED			
NO.	CONTACT/ DISTRICT MANAGERS	MALL NAME STORE #	CITY/MUNICIPALITY/REGION/ ADDRESS
ALBERTA			
1.		West Edmonton Mall 401	Capital Health 8882-170 th Street, Phase 1, C141, Edmonton, AB T5T 3J7
2.		Park Place Lethbridge 410	Chinook Regional Health 501-1 st Avenue South, Unit D27, Lethbridge, AB T1J 4L9
3.		Southgate Shopping Centre 414	City of Edmonton 111 Street & 51 Avenue, Edmonton, AB T6H 4M6
4.		Market Mall 419	Calgary Health Region 3625 Shaganappi Trail, P.O. Box 145, Calgary, AB T3A 0E2
5.		South Centre Mall 430	Calgary Health Region 100 Anderson Road S.E., Calgary, AB T2J 3V1
6.		Sherwood Park 432	Capital Health 2020 Sherwood Drive, Sherwood Park, AB T6J 6H7
7.		Riverbend Square 910	City of Edmonton Laura Secord/Hallmark 636 Rabbit Hill Road, Edmonton, AB T6R 2E3
8.		Westhills Town Centre 911	Calgary Health Region Laura Secord/Hallmark 250 Stewart Green S.W., Calgary, AB T3H 3C8
BRITISH COLUMBIA			
9.		Cherry Lane Shopping Centre 409	City of Penticton 130-2111 Main Street, Unit 202, Penticton, BC V2A 6W6
MANITOBA			
10.		Polo Park Shopping Centre 406	City of Winnipeg #149-1485 Portage Avenue, Winnipeg, MB R3G 0W4
11.		Garden City Shopping Centre 415	City of Winnipeg 2305 McPhillips Street, Winnipeg, MB R2V 3E1

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PERMITS REQUIRED			
NO.	CONTACT/ DISTRICT MANAGERS	MALL NAME STORE #	CITY / MUNICIPALITY / REGION/ ADDRESS
12.		St Vital Centre 418	City of Winnipeg 1225 St. Mary's Road, Store B-7, Winnipeg, MB R3M 5E3
13.		Shoppers Mall Brandon 439	City of Brandon 1570-18 th Street, Brandon, MB R7A 5C5
14.		Kildonan Place 440	City of Winnipeg #P-7, 1555 Regent Ave. W., Winnipeg, MB R2C 4J2
15.		Tuxedo Park 914	City of Winnipeg 2025 Corydon Avenue, Winnipeg, MB R3P 0N5
NEW BRUNSWICK			
16.	Squires	Brunswick Square 200	Minister of Finance 39 King Street, Saint John, NB E2L 1G4
17.	Squires	Champlain Place 218	Prov. of New Brunswick 477 Paul Street, Dieppe, NB E1A 4X5
18.	Squires	Regent Mall 300	City of Fredericton 1381 Regent St., Suite 185, Fredericton, NB E3C 1A2
19.	Squires	McAllister Place 305	Minister of Finance 515 Westmorland Road, Saint John, NB E2J 3W9
NEWFOUNDLAND			
20.	Squires	Avalon Mall 205	City of St. John's 48 Kenmount Road, St. John's, NL A1B 1W3
21.	Squires	Village Shopping Centre 257	City of St. John's 430 Topsail Road, St. John's NL A1E 4N1
NOVA SCOTIA			
22.	Squires	Halifax Shopping Centre 223	Minister of Finance Lower Mall, 7001 Mumford Road, Halifax, NS B3L 2H8
23.	Squires	Sunnyside Mall 262	Minister of Finance 1595 Bedford Highway, Bedford, NS B4A 3Y4
24.	Squires	Mic Mac Mall 294	Minister of Finance 21 Mic Mac Blvd., Dartmouth, NS B3A 4K6
ONTARIO			
25.	Bell	Station Mall 1	City of Sault Ste. Marie 293 Bay Street, Sault Ste. Marie, ON P6A 1X3
26.	HO/ Bell	Bayview Village 2	City of Toronto 2901 Bayview Avenue, Willowdale, ON M2K 1E5
27.	Gapic	Devonshire Mall 3	City of Windsor 3100 Howard Avenue, Windsor, ON, N8X 3Y8

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PERMITS REQUIRED			
NO.	CONTACT/ DISTRICT MANAGERS	MALL NAME STORE #	CITY / MUNICIPALITY / REGION/ ADDRESS
28.	Gapic	Lambton Mall 6	City of Sarnia 1380 London Road, Store B-12, Sarnia, ON N7S 1P8
29.	Crocker	Mapleview Shopping Centre 7	City of Burlington 900 Maple Avenue, Burlington, ON N8X 3Y8
30.	HO	Union Station 8	City of Toronto 140 Bay Street, GO Level, Toronto, ON M5J 2L5
31.	Gapic	Conestoga Mall 12	City of Waterloo 550 King Street North, Waterloo, ON N2L 5W6
32.	Crocker	Burlington Mall 13	City of Burlington 777 Guelph Line, Burlington, ON L7R 3N2
33.	HO	Eaton Centre 14	City of Toronto 220 Yonge Street, Toronto, ON M5B 1N7
34.		Markville Shopping Centre 15	Town of Markham 5000 Highway 7 & McCowan Road, Markham, ON L3R 1N1
35.		Lansdowne Place 16	City of Peterborough 645 Lansdowne St. W., Peterborough, ON L3R 1N1
36.	Crocker	Limeridge Mall 17	City of Hamilton 999 Upper Wentworth St., Hamilton, ON L9A 4X5
37.	Gapic	Tecumseh Mall 18	City of Windsor 7694 Tecumseh Road, Windsor, ON N8T 1E9
38.	Bell	Dixie Outlet Mall 20	City of Mississauga 1250 South Service Road, Unit T-72, Mississauga, ON L5E 1V4
39.	HO/ Crocker	Shoppers' Mall Brampton 25	City of Brampton 499 Main Street South, Brampton, ON L6Y 1N7
40.	Gapic	Niagara Pen Centre 26	City of St. Catharines Hwy #406 & Glendale Ave., St. Catharines, ON L2T 2K9
41.	HO/ Bell	Woodbine Centre 27	City of Toronto 500 Rexdale Boulevard, Rexdale, ON M9W 6K5
42.	HO	Exchange Tower 30	City of Toronto 130 King Street West, P.O. Box 358 CW5, South Concourse, Toronto, ON M5X 1D1
43.	Bell	The Promenade 31	City of Vaughan 1 Promenade Circle, Unit 104, Thornhill, ON L4J 4P8
44.	HO/ Bell	Fairview Mall 32	City of Toronto 1800 Sheppard Ave. East, Box 21, Willowdale, ON M2J 5A7
45.	Gapic	Stone Road Mall 38	City of Guelph 435 Stone Road & Hwy #6, Guelph, ON N1G 2X6

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PERMITS REQUIRED			
NO.	CONTACT/ DISTRICT MANAGERS	MALL NAME STORE #	CITY / MUNICIPALITY / REGION/ ADDRESS
46.	Bell	Heritage Place Mall 39	City of Owen Sound 1350-16 th Street East, Owen Sound, ON N4K 6N7
47.	Crocker	Georgetown Market Place 40	City of Georgetown 280 Guelph Street, Georgetown, ON L7G 4B1
48.	Gapic	Westmount Mall 41	City Treasurer - London 785 Wonderland Road, London, ON N6K 1M6
49.		Oshawa Centre 42	City of Oshawa 419 King Street West, Oshawa, ON L1J 2K5
50.	HO	Don Mills Centre 43	City of Toronto 939 Lawrence Ave. E., Don Mills, ON M3C 1P8
51.	Bell	Orillia Square 46	City of Orillia Highway 11 & West Street, RR#4, Box 44, Orillia, ON L3V 6H4
52.	Crocker	Eastgate Square 47	City of Hamilton 75 Centennial Parkway N., Stoney Creek, ON L8E 2P2
53.	Bell	New Sudbury Centre 50	City of Greater Sudbury 1349 La Salle Blvd., Sudbury, ON P3A 1Z2
54.		Cataraqui Town Centre 51	City of Kingston 945 Gardiners Road, Kingston, ON K7M 7H4
55.	Bell	Southridge Mall 52	City of Greater Sudbury 1933 Regent Street, Unit 27, Sudbury, ON P3E 5R2
56.	Bell	Northgate Square 58	City of North Bay 1500 Fisher Street, North Bay, ON P1B 2H3
57.	Gapic	Waterloo Town Square 54	City of Waterloo 75 King Street South, Waterloo, ON N2J 1P2
58.	HO	Scarborough Town Centre 57	City of Toronto 300 Borough Drive, Scarborough, ON M1P 4P5
59.	Gapic	Masonville Place 59	City of London 1680 Richmond Street, Box 23, London, ON N6G 3Y9
60.	Gapic	Niagara Square 60	City Clerk's Office - Niagara Falls 7555 Montrose Road, Niagara Falls, ON L2H 2E9
61.	Bell	Georgian Mall 61	City of Barrie 509 Bayfield Street, Barrie, ON L4M 4Z8
62.	HO/ Crocker	Sherway Gardens 65	City of Toronto 25 The West Mall, Box 147, Etobicoke, ON M9C 1B8
63.	Crocker	Erin Mills Town Centre 67	City of Mississauga 5100 Erin Mills Parkway, Unit F16, Mississauga, ON L5M 4Z5

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PERMITS REQUIRED			
NO.	CONTACT/ DISTRICT MANAGERS	MALL NAME STORE #	CITY / MUNICIPALITY / REGION/ ADDRESS
64.	HO/ Crocker	Cloverdale Mall 69	City of Toronto 250 The East Mall, Islington, ON M9B 3Y8
65.	Crocker	Sheridan Mall 71	City of Mississauga 2225 Erin Mills Parkway, Mississauga, ON L5K 1T9
66.	HO/ Bell	Yorkdale Shopping Centre 75	City of Toronto 3401 Dufferin Street, Toronto, ON M6A 2T9
67.	HO	Yonge-Eglinton Centre 76	City of Toronto 2300 Yonge Street, Toronto, ON M4P 1E4
68.	HO	East York Town Centre 77	City of Toronto 45 Overlea Boulevard, Toronto, ON M4H 1C3
69.	HO	Eglinton Square 78	City of Toronto 60 Eglinton Square, Scarborough, ON M1L 2K5
70.	Gapic	Lynden Park Mall 80	City of Brantford 84 Lynden Road, Brantford, ON N3R 6B8
71.	Bell	Tiruninis Square 83	City of Timmins 1500 Riverside Drive, Unit 37, Timmins, ON P4R 1A1
72.	Crocker	Square One 84	City of Mississauga 100 City Centre Drive, Mississauga, ON L5B 2C9
73.	HO	Toronto Dominion Centre 87	City of Toronto 55 King Street West, P.O. Box 101, Toronto, ON M5K 1A1
74.	HO/ Crocker	Humbertown Plaza 88	City of Toronto 270 The Kingsway, Islington, ON M9A 3T7
75.	Gapic	Fairview Park Mall 89	City of Kitchener 2960 Kingsway Drive, Kitchener, ON N2C 2H7
76.	HO/ Bell	Centrepoint Mall 93	City of Toronto 6464 Yonge Street & Steeles, Willowdale, ON M2M 3X4
77.		Quinte Mall 94	City of Belleville 390 North Front Street, Belleville, ON K8P 3E1
78.	Crocker	Lloyd D. Jackson Square 99	City of Hamilton 2 King Street West, Hamilton, ON L8P 1A1
79.	Gapic	White Oaks Mall 100	City of London 1105 Wellington Road S., London, ON N6E 1V4
80.		1000 Islands Mall 101	City of Brockville 2399 Parkedale Avenue, Brockville, ON K6V 3G9
81.	Bell	Upper Canada Mall 106	City of Newmarket 17600 Yonge Street, Box 62, Newmarket, ON L3Y 4Z1

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PERMITS REQUIRED			
NO.	CONTACT/ DISTRICT MANAGERS	MALL NAME STORE #	CITY/MUNICIPALITY / REGION/ ADDRESS
82.	HO/ Crocker	Bramalea City Centre 110	City of Brampton 25 Peel Centre Drive, Bramalea, ON L6T 3R5
83.	HO	Bridlewood Mall 112	City of Toronto 2900 Warden Avenue, Scarborough, ON M1W 2S8
84.	Marleau	Place d'Orleans 206	City of Ottawa 110 Place d'Orleans Drive, Location #0220, Box 20 Orleans, ON K1C 2L9
85.	Marleau	Hazeldean Mall 209	City of Ottawa 300 Eagleson Side Road, Kanata, ON K2M 1C9
86.	Marleau	St. Laurent Shopping Centre 211	City of Ottawa 1200 St-Laurent Blvd., Box 098, Ottawa, ON K1K 3B8
87.	Marleau	Rideau Centre 220	City of Ottawa 50 Rideau Street, Unit 120, Ottawa, ON K1N 9J7
88.	Marleau	Pembroke Mall 229	City of Pembroke 1100 Pembroke Street E., Pembroke, ON K8A 6Y7
89.	Marleau	Carlingwood Mall 248	City of Ottawa 2121 Carling Avenue, Ottawa, ON K2A 1H2
90.	Marleau	85 Bank Street 250	City of Ottawa 85 Bank Street, Ottawa, ON K1P 5N2
91.	Marleau	Cornwall Square 251	City of Cornwall 1 Water Street, Cornwall, ON K6H 6M2
92.	Marleau	Bayshore Shopping Centre 252	City of Ottawa 100 Bayshore Road, Ottawa, ON K2B 8C1
93.	Marleau	Billingsbridge Plaza 290	City of Ottawa 2269 Riverside Drive, Ottawa, ON K1H 7X6
94.		Intercity Shopping Centre 420	City of Thunder Bay 1000 Fort William Road, Store #24, Thunder Bay, ON P7B 3A5
95.		Credit Landing 901	City of Mississauga Laura Secord/Hallmark 228 Lakeshore Road West, Unit 4, Mississauga, ON L5H 1G6
96.	HO	Cliffcrest Plaza 902	City of Toronto Laura Secord/Hallmark 2997 Kingston Road, Scarborough, ON M1M 1P1
97.		404 Town Centre 904	City of Newmarket Laura Secord/Hallmark 1111 Davis Drive, Newmarket, ON L3Y 7V1

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PERMITS REQUIRED			
NO.	CONTACT/ DISTRICT MANAGERS	MALL NAME STORE #	CITY/MUNICIPALITY/REGION/ ADDRESS
98.		Markham Town Square 906	Town of Markham Laura Secord/Hallmark 8601 Warden Avenue, Units 15/16, Markham, ON L3R 0B5
99.	HO	Springdale Square 907	City of Brampton Laura Secord/Hallmark 55 Mountainash Road, Brampton, ON L6R 1W4
100.		Downtown Chatham Centre 930	City of Chatham Laura Secord/Hallmark 100 King Street West, Unit T115, Chatham, ON N7M 6A9
101.	HO	Bloor West Village 931	City of Toronto Laura Secord/Hallmark 2243 Bloor Street West, Toronto, ON M6S 1N8
102.	HO	Hudson Bay Centre 932	City of Toronto Laura Secord/Hallmark 20 Bloor Street East, Toronto, ON M4W 3G7
103.		Clarkeon Crossing 934	City of Mississauga Laura Secord/Hallmark 950 Southdown Road, Unit B9, Mississauga, ON L5J 2Y4
QUEBEC			
104.	HO/ Chartier	Centre Laval 207	(Laval) Ministre Des Finances 1600, Boul. LeCorbusier, Laval, QC H7S 1Y9
105.	HO/ Moushos	Les Galeries D'Anjou 208	(Anjou) Ministre Des Finances 7999 Les Galeries d' Anjou, Suite 499, Anjou, QC H1M 1W6
106.	HO/ Moushos	Place Longueuil 212	(Longueuil) Ministre Des Finances 825 St-Laurent Ouest, Longueuil, QC J4K 2V1
107.	HO/ Chartier	Place LaSalle 213	(LaSalle) Ministre Des Finances 7860, boul. Champlain, LaSalle, QC H8P 1B3
108.	HO/ Moushos	Place Alexis Nihon 214	(Montreal) Ministre Des Finances 1500, Atwater, Montreal, QC H3Z 1Z5
109.	HO/ Fraser	Place Laurier 215	(Ste Foy) Ministre Des Finances 2700, boul. Laurier, Ste-Foy, QC G1V 2L8
110.	HO/ Chartier	Centre Fairview Pointe Claire 221	Ministre Des Finances 6815, route Transcanadienne, Pointe-Claire, QC H9R 1C4
111.	HO/ Chartier	Carrefour Du Nord 222	(Ste Jerome) Ministre Des Finances Magasin #12, 900, boul. Grignon, Ste. 23, St-Jerome, QC J7Y 3S7
112.	HO/ Marleau	Promenades De L'outaouais 224	(Gatineau) Ministre Des Finances 1100, boul. Maloney oust, Pointe-Gatineau, QC J8T 6C3
113.	HO/ Moushos	Place Versailles 225	(Montreal) Ministre Des Finances 7275, rue Sherbrooke est, Suite 300, Montreal, QC H1N 1E9

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PERMITS REQUIRED			
NO.	CONTACT/ DISTRICT MANAGERS	MALL NAME STORE #	CITY / MUNICIPALITY / REGION/ ADDRESS
114.	HO/ Chartier	Place Vertu 226	(Montreal) Ministre Des Finances 3131, Cote Vertu, St-Laurent, QC H4R 1Y8
115.	HO/ Chartier	Carrefour Angrignon 227	(LaSalle) Ministre Des Finances 7077, boul. Newman, Local 100, Lasalle, QC H8N 1X1
116.	HO/ Fraser	Galeries de la Canardiere 230	(Quebec City) Ministre Des Finances 2485, boul. Ste. Anne, Quebec City, QC G1J 1Y4
117.	HO/ Fraser	Galeries de la Capitale 231	(Quebec City) Ministre Des Finances 5401, boul. des Galeries, Quebec, QC G2K 1N4
118.	HO/ Chartier	Place Rosemere 232	(Rosemere) Ministre Des Finances 401, boul. Labelle, Rosemere, QC J7A 2H3
119.	HO/ Chartier	Duvernay Shopping Centre 234	(Duvernay) Ministre Des Finances 3100, boul. de la Concorde, Duvernay, QC H7E 2B8
120.	HO/ Chartier	Galeries Rive Nord 235	(Repentigny) Ministre Des Finances 100, boul. Brien, Suite 260, Repentigny, QC J6A 5N4
121.	HO/ Chartier	Centre Rockland 236	Ministre Des Finances 2305, Chemin Rockland, Mont Royal, QC H3P 2Z1
122.	HO/ Marleau	Galeries De Hull 238	(Gatineau) Ministre Des Finances 320, boul. St-Joseph, Hull, QC J8Y 3Y8
123.	HO/ Fraser	Place Ste Foy 239	(Ste Foy) Ministre Des Finances 2544, boul. Laurier, Ste-Foy, QC G1N 2L1
124.	HO/ Chartier	Galeries Terrebonne 240	(Terrebonne) Ministre Des Finances 1185, boul. Moody, Magasin 31.1, Terrebonne, QC J6W 3Z5
125.	HO/ Fraser	Grand Place Bois-Francs 242	(Victoriaville) Ministre Des Finances 1111, boul. Jutras est, Victoriaville, QC G6P 6S2
126.	HO/ Moushos	Les Promenades St-Bruno 243	(St-Bruno) Ministre Des Finances 246, boul. Les Promenades, St-Bruno, QC J3V 5K4
127.	HO/ Moushos	Mall Champlain 249	(Longueuil) Ministre Des Finances 2150, boul. Lapiniere, Brossard, QC J4W 1M2
128.	HO/ Chartier	Galeries Joliette 253	(Joliette) Ministre Des Finances 1075, boul. Firestone, Joliette, QC J6E 6X6
129.	HO/ Moushos	Cavendish Mall 256	(Montreal) Ministre Des Finances 5800, boul. Cavendish, Montreal, QC H4W 2T5
130.	HO/ Fraser	Carrefour Rimouski 259	(Rimouski) Ministre Des Finances 419, boul. Jessop, Rimouski, QC G5L 7Y5
131.	HO/ Fraser	Plaza de la Maurice 260	(Shawinigan) Ministre Des Finances 1 Place de la Maurice, Shawinigan, QC G9N 1E9

PERMITS REQUIRED			
NO.	CONTACT/ DISTRICT MANAGERS	MALL NAME STORE #	CITY/MUNICIPALITY/REGION/ ADDRESS
132.	HO/ Moushos	Place Ville Marie 263	(Montreal) Ministre Des Finances 1, Place Ville Marie, Montreal, QC H3B 3Y1
133.	HO/ Moushos	Carrefour De L'Estrie 268	Ministère Des Finances 3050 avenue Portland, Sherbrooke, QC J1L 1K1
134.	HO/ Moushos	Montenach Mall 275	(Belœil) Ministre Des Finances 600, boul. Laurier, Belœil, QC J3G 4J2
135.	HO/ Fraser	Galeries Chagnon 278	(Levis) Ministre Des Finances 1200, boul Alphonse-Desjardins, Levis, QC G6V 6Y8
136.	HO/ Fraser	Les Rivières 281	(Trois Rivières) Ministre Des Finances 4125, des Forges, Trois Rivières, QC G8Y 1W1
137.	HO/ Marleau	Place Du Centre 282	(Gatineau) Ministre Des Finances Niveau 200, 200, Promenade du Portage, Hull, QC J8X 4B7
138.	HO/ Fraser	Place Laurier 283	(Ste Foy) Ministre Des Finances 2700, boul. Laurier, Ste-Foy, QC G1V 2L8
139.	HO/ Chartier	Carrefour Laval 284	(Laval) Ministre Des Finances 3035, boul. Carrefour, Laval, QC H7T 1C8
140.	HO/ Moushos	Montreal Eaton Centre 288	(Montreal) Ministre Des Finances #2-132, 705 St-Catherine Ouest, Montreal, QC H3B 4G5
141.	HO/ Fraser	Place Royaume 293	(Chicoutimi) Ministre Des Finances 1401, boul. Talbot, Chicoutimi, QC G7H 5N6
142.	HO/ Fraser	Place Saguenay 296	(Chicoutimi) Ministre Des Finance 1324, boul. Talbot, Chicoutimi, QC G7H 4B8
143.	HO/ Fraser	Place Fleur de Lys 297	(Quebec City) Ministre Des Finance 550, boul. Hamel Ouest, Québec, QC G1M 2S6
144.	HO/ Fraser	Place Quebec 302	(Quebec City) Ministre Des Finance 880, avenue Honore-Mercier, Quebec City, QC G1R 4X5
145.	HO/ Moushos	Place Desjardins 303	(Montreal) Ministre Des Finance C.P. 392 Station Desjardins, Montreal, QC H5B 1B5
146.	HO/ Moushos	Boulevard Shopping Centre 351	(Montreal) Ministre Des Finance 4242, est rue Jean-Talon, Montreal, QC H1S 1J8
147.	HO/ Chartier	Dorval Gardens Shopping Centre 352	(Dorval) Ministre Des Finance 336 Avenue Dorval, Dorval, QC H9S 3H7
148.	HO/ Moushos	Plaza Chateauguay 359	(Chateauguay) Ministre Des Finance 200, boul. d'Anjou, local 418, Chateauguay, QC J6K 1C5

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PERMITS REQUIRED			
NO.	CONTACT/ DISTRICT MANAGERS	MALL NAME STORE #	CITY / MUNICIPALITY / REGION/ ADDRESS
149.	HO/ Moushos	Promenades Montarville 980	(Boucherville) Ministre Des Finances Laura Secord/Hallmark 1001, boul. Montarville, Boucherville, QC J4B 6P5
SASKATCHEWAN			
150.		Midtown Plaza 412	City of Saskatoon 201-1 st Avenue, Saskatoon, SK S7K 1J5
151.		The Centre at Circle & 8th 424	City of Saskatoon 3310 Eighth St. East, Saskatoon, SK S7H 5M3
152.		Southland Mall 438	City of Regina 2715 Gordon Road, Regina, SK S4S 6H7

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LAURA SECORD SHOPS

PERMITS NOT REQUIRED			
NO.	CONTACT/ DISTRICT MANAGERS	MALL NAME STORE #	CITY/MUNICIPALITY/REGION/ ADDRESS
ONTARIO			
153.	Gapic	Cambridge Centre 22	355 Hespeler Road, Unit 226 Cambridge, ON N1R 6B3
154.	Bell	Hillcrest Mall 55	9350 Yonge Street Richmond Hill, ON L4C 5G2
155.		Pickering Town Centre 62	1355 Kingston Road Pickering, ON L1V 1B8
156.	Desormeaux [Manager]	Laura Secord/Hallmark Durham Centre 905	135 Harwood Road N. Unit 214 Ajax, ON L1Z 1E8
157.	O'Brien [Manager]	Laura Secord/Hallmark BayMac Centre 933	1070 Major Mackenzie East Richmond Hill, ON L4S 1P3

Locations of Books and Records:

The books and records of Laura Secord are held by Iron Mountain, a record retention company with corporate head offices at 195 Summerlea Road, Brampton, Ontario, L6T 4T6. Their business number is 1-800-327-8345. Laura Secord's current account number with Iron Mountain is 81120.

Locations of Senior Management:

Laura Secord
1 Valleybrook Drive, Suite 302
Toronto, ON
M3B 2S7

Address from which Invoices and Accounts are sent:

Laura Secord
1 Valleybrook Drive, Suite 302
Toronto, ON
M3B 2S7

SCHEDULE D
FORM OF CONFIRMATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

WHEREAS:

- A. 3091779 Nova Scotia Inc. (the "Debtor"), a corporation incorporated and existing under the laws of Nova Scotia with offices at 1 Valleybrook Drive, Suite 302, Toronto, Ontario, is the owner of the [trade-marks/patents/copyrights/industrial designs] set forth in Exhibit A hereto, the registrations and applications for the [trade-marks/patents/copyrights/industrial designs] identified therein and the underlying goodwill associated with such [trade-marks/patents/copyrights/industrial designs] (collectively, the "[Trade-Marks/ Patents/Copyrights/Industrial Designs]"); and
- B. Retail Funding, Inc. as Lender (the "Lender"), with offices at 40 Broad Street, 11th Floor, Boston, Massachusetts, 02109, has entered into an agreement with the Debtor, as reflected by a separate document entitled the "Security Agreement" dated August 9, 2004 by which the Debtor granted to the Lender, a security interest in certain property, including the [Trade-Marks/Patents/Copyrights/ Industrial Designs], in consideration of the provision of certain credit facilities to the Debtor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor confirms the grant to the Lender of a security interest in and to the [Trade-Marks/Patents/Copyrights/Industrial Designs].

DATED at Toronto on this [●] day of [●], [●].

3091779 NOVA SCOTIA INC.

Per: _____

Authorized Signing Officer

EXHIBIT A
TRADE-MARKS/PATENTS/COPYRIGHTS/INDUSTRIAL DESIGNS