



08-02-2004

DEPARTMENT OF COMMERCE
Patent and Trademark Office



102805058

7-28-04

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):

X. eye Inc.

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

Other Corporation - Canadian

Citizenship (see guidelines) _____

Execution Date(s) July 20, 2004

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: Argosy Bridge Fund L.P. I

Internal

Address: _____

Street Address: 141 Adelaide St. W., Suite 760

City: Toronto

State: ON

Country: Canada Zip: M5H 3L5

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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)

B. Trademark Registration No.(s)

2557564 and 2315312

Additional sheet(s) attached? Yes No

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

xeye and x. eye

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

Name: Ogilvy Renault

Internal Address: Attn: Carla Santos

Street Address: 77 King Street West
Suite 2100

City: Toronto

State: ON Zip: M5H 1K1

Phone Number: 416. 340. 6067

Fax Number: 416. 340. 6067

Email Address: csantos@ogilvyrenault.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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 _____
Authorized User Name _____

9. Signature:

[Signature]
Signature

Date _____

Carla Santos
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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SECURITY AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) ("Agreement"), dated as of July 20, 2004, between x.eye Inc. (the "Grantor"), and Argosy Bridge Fund L.P. I (the "Lender");

WITNESSETH:

WHEREAS, the Grantor and the Lender have entered into a loan agreement dated as of July 20, 2004 (including as same may be amended, supplemented, revised, restated or replaced from time to time, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Loan Agreement;

AND WHEREAS, the Grantor has agreed to grant to the Lender, security interests in substantially all of its assets to secure the payment of all present and future amounts owing by the Grantor to the Lender from time to time pursuant to the Loan Agreement;

AND WHEREAS, as a condition precedent to the making of the loans on the closing date under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all present and future indebtedness owing by the Grantor to the Lender under the Loan Agreement and the Security (as defined in the Loan Agreement), contingent or otherwise (herein collectively the "Obligations");

AND WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1 – DEFINITIONS.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2 – GRANT OF SECURITY INTEREST.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Lender and grant to the Lender a security interest in all of the following property (the "Trademark Collateral"), now owned and existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Trademarks Office and the United States Patent and Trademark Office, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;
- (b) all Trademark licenses and other agreements providing the Grantor with the right to use any of the items described in clause (a), including each Trademark license referred to in Schedule "A" hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and to the extent applicable, clause (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Schedule "A" hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3 – GENERAL SECURITY AGREEMENT.

This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Lender in the Trademark Collateral relating to the Trademarks referred to in Schedule "A" with the Trade-marks Office of the Canadian Intellectual Property Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the general security agreement granted by the Grantor to the Lender dated as of July _____, 2004 (the "General Security Agreement"). The General Security Agreement (and all rights and remedies of the Lender) shall remain in full force and effect in accordance with its terms.

SECTION 4 – RELEASE OF SECURITY INTEREST.

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

SECTION 5 – ACKNOWLEDGEMENT.

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

SECTION 6 – LOAN AGREEMENT, ETC.

Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall take precedence over those contained herein and, in particular, if any act of the Grantor is expressly permitted under the Loan Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Loan Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by the Lender in accordance with the terms of the Loan Agreement.

SECTION 7 – COUNTERPARTS.

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

SECTION 8 – GOVERNING LAW.

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

x.cyc Inc.

Per:



Name: MICHAEL FORD

Title: C.F.O.

**ARGOSY BRIDGE FUND L.P. I, BY ITS
GENERAL PARTNER ARGOSY BRIDGE
MANAGEMENT INC.**

Per:

Name: Mike Boyd

Title: President and CEO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

x.eye Inc.

Per: _____

Name:

Title:

**ARGOSY BRIDGE FUND L.P. I, BY ITS
GENERAL PARTNER ARGOSY BRIDGE
MANAGEMENT INC.**

Per: _____

Name: Mike Boyd

Title: President and CEO

SCHEDULE "A"


TRADEMARKS

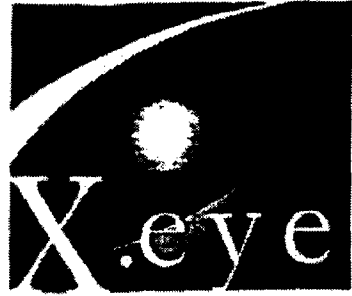
Canadian Trademark Details

07-06-2004

Owner : X.EYE INC. 144 Front Street West, Suite 750 Toronto M5J 2L7 CANADA

Status: Active

Trademark	Status	Good & Services
 <p align="center">RELATIONSHIP & WEALTH MANAGEMENT</p> <p>1. <u>X.EYE RELATIONSHIP AND WEALTH MANAGEMENT & DESIGN</u></p>	<p>REGISTERED</p> <p>App No.:0876226</p> <p>FD: 1998-04-24</p> <p>Reg #: TMA522566</p> <p>RD: 2000-01-31</p> <p>Renewal Due: 2015-01-31</p>	<p>1 Computer software for use by members of the investment management community such as brokerages, investment counsellors, money managers, financial planners, banks and insurance companies designed for the collection and management of customer information including account status, financial portfolio management and relationship management.</p> <p>(1) Custom designing and building software systems; systems integration and development; consultation services in the fields of technical project management, analysis, design, and building systems, database administration and performance tuning; systems-related management consulting</p>
<p>2. <u>X.EYE</u></p>	<p>REGISTERED</p> <p>App No.:0857971</p> <p>FD: 1997-10-06</p> <p>Reg #: TMA509743</p> <p>RD: 1999-03-22</p> <p>Renewal Due: 2014-03-22</p>	<p>1 Computer software for use in the areas of relationship and wealth management and sales force automation by members of the investment management community such as brokerages, investment counsellors, money managers, financial planners, banks and insurance companies.</p> <p>1 Custom designing and building software systems; systems integration and development; consultation services in the fields of technical project management, analysis, design, and building systems, database administration and performance tuning; systems-related management consulting</p>

Trademark	Status	Good & Services
 <p>3. <u>X.EYE DESIGN</u></p>	<p>REGISTERED App No.:0861419 FD: 1997-11-13 Reg #: TMA509755 RD: 1999-03-22 Renewal Due: 2014-03-22</p>	<p>1 Computer software for use in the areas of relationship and wealth management and sales force automation by members of the investment management community such as brokerages, investment counsellors, money managers, financial planners, banks and insurance companies.</p> <p>1 Custom designing and building software systems; systems integration and development; consultation services in the fields of technical project management, analysis, design, and building systems, database administration and performance tuning; systems-related management consulting</p>
<p>4. <u>VISIONEERING PARTNERS</u></p>	<p>REGISTERED App No.:0841053 FD: 1997-04-03 Reg #: TMA493698 RD: 1998-04-24 Renewal Due: 2013-04-24</p>	<p>1 Computer software for use in the areas of relationship and wealth management and sales force automation by members of the investment management community such as brokerages, investment counsellors, money managers, financial planners, banks and insurance companies.</p> <p>1 Custom designing and building software systems; systems integration and development; consultation services in the fields of technical project management, analysis, design, and building systems, database administration and performance tuning; systems-related management consulting</p>

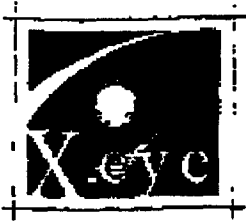
U.S.A.Trademark Details

07-06-2004

Current owner : X.EYE INC., 144 Front Street West, Suite 750 Toronto M5J 2L7 CANADA

Status: Active

Trademark	Status	Goods / Services
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Trademark	Status	Goods / Services
 <p>1. <u>X.EYE</u></p>	<p>REGISTERED Serial NO.:75484665 FD: 1998-05-13 Reg #: 2557564 RD: 2002-04-09 Declaration due: 2008-04-09</p>	<p>computer software for enabling trading of securities tracking of positions and transactions, management of all aspects of profile information reporting and prospective client's objectives and investment constraints, and on-line access of above information for use in the areas of relationship and wealth management and sales force automation by members of the investment management community such as brokerages, investment counselors, money managers, financial planners, banks and insurance companies</p> <p>custom designing of software systems, computer software systems integration and development, consultation services in the fields of management of technical projects, design for others in the filed of computer software, database administration, computer systems-related consultation</p>
<p>2. <u>X.EYE</u></p>	<p>REGISTERED Serial NO.:75381475 FD: 1997-10-29 Reg #: 2315312 RD: 2000-02-08 Declaration due: 2006-02-08</p>	<p>custom designing of software systems, computer software systems integration and development, consultation services in the fields of management of technical projects, design for others in the filed of computer software, database administration, computer systems-related consultation</p> <p>custom designing of software systems; computer software systems integration and development; consultation services in the fields of management of technical projects, design and building of software systems, database administration and performance tuning; computer systems-related consultation</p>