

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
South Ranch, Inc.		03/31/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	40 King Street West, 62nd Floor
Internal Address:	Corporate Banking - Loan Syndications
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5W 2X6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2574256	SMART BORDER

CORRESPONDENCE DATA

Fax Number: (585)899-2931
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 5858992930
 Email: trademarks@jaeckle.com
 Correspondent Name: Jaeckle Fleischmann & Mugel, LLP
 Address Line 1: 190 Linden Oaks
 Address Line 4: Rochester, NEW YORK 14625-2812

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

TRADEMARK

NAME OF SUBMITTER:	Susan J. Timian
Signature:	/Susan J. Timian/
Date:	04/13/2005
Total Attachments: 5 source=South Ranch Agreement#page1.tif source=South Ranch Agreement#page2.tif source=South Ranch Agreement#page3.tif source=South Ranch Agreement#page4.tif source=South Ranch Agreement#page5.tif	

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of March 31, 2005, between SOUTH RANCH, INC., a corporation incorporated under the laws of the State of New York (the "Grantor"), in favor of THE BANK OF NOVA SCOTIA, as administration agent (in such capacity, together with its successors and assigns in such capacity, the "Agent"), whose address is Corporate Banking – Loan Syndications, 40 King Street West, 62nd Floor, Toronto, Ontario, Canada M5W 2X6, for the benefit of the Agent and the ratable benefit of each of the financial institutions that is or that becomes a Lender under, and as defined in, the Credit Agreement as hereafter defined (the Agent and the Lenders being referred to collectively as the "Secured Parties");

WITNESETH:

WHEREAS pursuant to an amended and restated credit agreement dated as of December 16, 2004 among the Agent, the Lenders and Livingston International Inc. (the "Borrower"), as amended by a first amending agreement dated as of March 1, 2005 (together with all further amendments, supplements, restatements, replacements and other modifications, if any, from time to time made thereto, the "Credit Agreement"), the Lenders have extended Individual Commitments to grant Accommodations to the Borrower;

AND WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a security agreement, dated as of the date hereof (together with all amendments, supplements, restatements, replacements and other modifications, if any, from time to time made thereto, the "Security Agreement");

AND WHEREAS as a condition precedent to the granting of Accommodations under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations; and

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, and in order to induce the Lenders to grant Accommodations pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each of the Secured Parties, as follows:

1. Definitions.

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

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, hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and for the ratable benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source-of-goods or source-of-services identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature of the Grantor (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith (excluding intent-to-use registration applications in the United States), whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Trademarks Office, the United States Patent and Trademark Office or in any other office or agency of Canada or any Province thereof, the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto and all reissues, extensions or renewals thereof;
- (b) all Trademark licenses and other agreements providing the Grantor with the right to use any items described in clause (a), including each Trademark license referred to in Item B of Attachment 1 hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

3. Security Agreement.

This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the Canadian

Trademark Office, the United States Patent and Trademark Office or any other office or agency of Canada or any Province thereof, the United States of America or any State thereof or any foreign country as the Agent may deem necessary to protect or perfect such security interest. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of each of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest.

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

5. Acknowledgment.

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

6. Loan Document etc.

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

7. Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York (including for such purposes Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

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

SOUTH RANCH, INC.

Per: _____

Name: Benjamin Wong

Title: Senior Vice President, Chief Financial
Officer and Secretary

Address: 405 The West Mall,
Suite 400
Toronto, Ontario
M9C 5K7

Attention: President

Facsimile (416) 622-8886

No.:

ATTACHMENT 1
to
Agreement
(Trademark)

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	"SMART BORDER"	75/836365	May 28, 2002

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
NIL			

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/Services</u>
NIL				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NIL					