

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hip Interactive Corp.		04/12/2005	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Congress Financial Corporation
Street Address:	141 Adelaide Street West
Internal Address:	Suite 1500
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	ON M5H 3I5
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2818673	HIP INTERACTIVE
Registration Number:	2802954	HIP GEAR
Registration Number:	2904927	HIP GAMES
Registration Number:	2879526	HIP
Serial Number:	78566813	HIP COIN
Serial Number:	78568405	CITY OF THE DEAD
Serial Number:	78355167	TRASH TALKER

**CORRESPONDENCE DATA**

Fax Number: (919)416-8339  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 919 286-8049  
 Email: PTO\_TMconfirmation@mvalaw.com  
 Correspondent Name: Moore & Van Allen PLLC  
 Address Line 1: 430 Davis Drive

OP \$190.00 2818673

Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27650

**DOMESTIC REPRESENTATIVE**

Name: Arlene D. Hanks, Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

NAME OF SUBMITTER:	Arlene D. Hanks
Signature:	/Arlene D. Hanks/
Date:	05/03/2005

**Total Attachments: 9**  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AGREEMENT ("this Agreement"), dated as of April 12, 2005, between Hip Interactive Corp., a corporation existing under the laws of Ontario (the "Guarantor"), and CONGRESS FINANCIAL CORPORATION (CANADA), an Ontario corporation ("Lender");

**WITNESSETH:**

WHEREAS, Lender has entered or is about to enter into certain financing arrangements with Hip Interactive Inc. and Hip Interactive (Quebec) Inc. (collectively, the "Borrowers") pursuant to which Lender may make loans and provide other financial accommodations to the Borrowers pursuant to a loan agreement dated as of the date hereof between the Borrowers and the Lender, as the same may be amended, modified, supplemented or replaced from time to time (the "Loan Agreement");

AND WHEREAS Lender requires that the following Agreement be entered into by the Guarantor prior to any advance of funds or financial accommodations and the Guarantor has requested the Lender to advance funds or make financial accommodations to the Borrowers;

NOW THEREFORE in consideration of the mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

**SECTION 1 DEFINITIONS**

All terms used herein which are defined in the *Personal Property Security Act* ("PPSA") or the Loan Agreement shall have the meanings given therein unless otherwise defined in this Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. All references to Guarantor and Lender pursuant to the definitions set forth in the recitals hereto, or any other person herein, shall include their respective successors and assigns. The words "hereof", "herein", "hereunder", "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. The word "including" when used in this Agreement shall mean "including, without limitation". References herein to any statute or any provision thereof include such statute or provision as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with the Loan Agreement or is cured in a manner satisfactory to Lender, if such Event of Default is capable of being cured as determined by Lender. "Canadian Dollars" and the sign \$ mean lawful money of Canada. "US Dollars" and the sign "US\$" mean lawful money of the United States of America. For purposes of this Agreement, the following terms shall have the respective meanings given to them below:

**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, Guarantor hereby mortgages, pledges, hypothecates to Lender, and grants to Lender a security interest in all of the following property (the "Collateral"), whether now owned or hereafter acquired or existing:

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- a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification 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 or hereafter adopted or acquired, whether currently in use or not, all registrations, recordings and applications with the Canadian Trademarks Office or in any office or agency of Canada or any Province 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 Guarantor 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 Collateral described in clauses (a) and (b);
- e) all proceeds of, and rights associated with, the foregoing, including any claim by Guarantor against third parties for past, present and 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;
- f) all patents, patent applications and inventions identified in Attachment 1 and all issued patents in Canada, the United States of America or elsewhere and any future patents, including any reissue, continuation, division or other extension in whole or part of any such patent (collectively, the "Patents");
- g) all rights to receive royalty, licence, reasonable compensation or other payments due to the Guarantor from any licensed user or other user of any of the Patents and all rights and claims of action that may exist by reason of the Patents;
- h) the rights and benefits of all present and future patent license agreements in which the Guarantor is licensee of any third party identified in Attachment 1 hereto or any other third party; and
- i) all proceeds of, and rights associated with, the foregoing, including any claim by Guarantor against third parties for past, present and future infringement or dilution of any Patent, Patent registration or Patent license, including any Patent, Patent registration or Patent 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 Patent or for breach or enforcement of any Patent license and all rights corresponding thereto throughout the world.

**SECTION 3 SECURITY AGREEMENT**

This Agreement has been executed and delivered by Guarantor for the purpose of recording the security interest of Lender in the Collateral with the Canadian Trademark Office, the Canadian Patent Office and the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the general security agreement (the "General Security Agreement") dated as of the date hereof granted by Guarantor in favour of Lender. The General Security Agreement (and all rights and remedies of the Secured Parties thereunder) 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, Lender shall, at Guarantor's expense, execute and deliver to Guarantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Collateral which has been granted hereunder.

**SECTION 5 ACKNOWLEDGEMENT**

Guarantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the General 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.

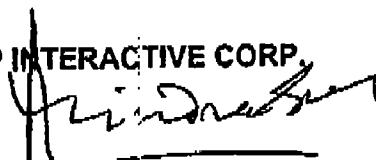
**SECTION 6 LOAN DOCUMENT ETC.**

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

IN WITNESS WHEREOF Guarantor 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.

HIP INTERACTIVE CORP.  
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## (to Intellectual Property Security Agreement)

## ITEM A

List of Canadian Business/Trade Name Registrations

Nil

List of Canadian Trademark Registrations and Applications

Trade Mark	Application No.	Registration No.	Status	Comments
A HIP COMPANY	1051385	564404	Registered July 8, 2002	Due for renewal: <b>July 8, 2017</b>
DOUBLE SHOCK	1200818		Filed December 30, 2003 Office Action June 17, 2004	Abandoned.
HIP	1051383	609427	Registered May 5, 2004.	Due for renewal: <b>May 5, 2019</b>
HIP design	1080048	591276	Registered October 1, 2003	Due for renewal: <b>October 1, 2019</b>
HIP GAMES design	1179480	618882	Registered September 8, 2004	Due for renewal: <b>September 8, 2019</b>
HIP GEAR design	1105474	581296	Registered May 12, 2003	Due for renewal: <b>May 12, 2018</b>
HIP INTERACTIVE	1051387	563696	Registered June 19, 2002	Due for renewal: <b>June 19, 2017</b>
HIP SCREENPAD design	1161032	611860	Registered June 2, 2004	Due for renewal: <b>June 2, 2019</b>
HIPINTERACTIVE.COM	1051384	580665	Registered May 6, 2003	Due for renewal: <b>May 6, 2018</b>
SCREENPAD	1162926	603351	Registered February 26, 2004	Due for renewal: <b>February 26, 2019</b>
TRASH TALKER	1203643		Filed January 20, 2004 Revised Application filed July 9, 2004 Approval Notice July 27, 2004 Advertised September 1, 2004 Notice of Allowance November 19, 2004	[send copy to J. Jenzano]  Declaration of Use due: <b>January 20, 2007</b>
HIP GEAR	1243658		Filed January 14, 2005	
HIP GAMES	1243859		Filed January 18, 2005	
HIP COIN	1236269		Filed November 4, 2004	
HIP GEAR BODY ARMOR	1215299		Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR CAR ADAPTER	1215303		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>

Trade Mark	Application No.	Registration No.	Status	Comments
HIP GEAR CARRY CASE	1215304		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR CHARGING STATION	1215309		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR EARPHONES	1215307		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR MAGNIFIER	1215301		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR REPLACEMENT AC ADAPTER	1215608		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR REPLACEMENT BATTERY KIT	1215616		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR STARTER KIT	1215731		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR TRAVEL CASE	1215734		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR WING GRIPS	1215744		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>

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Trade Mark	Application No.	Registration No.	Status	Comments
HIP GEAR BATTERY PACK GRIP	1215298		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR DOUBLE SHOCK CONTROLLER	1215305		Filed April 30, 2004 Office Action June 30, 2004 Office Action July 22, 2004 Office Action September 2, 2004	Due date: <b>January 2, 2005</b> . All to be abandoned, unless further instructed by J. Lee/B. Laing
HIP GEAR DVD REMOTE	1215306		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR EXTENSION CABLE	1215310		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR EXTREME CASE	1215311		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR GAME PROTECTOR ADVANCED	1215293		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR GAMEPLAYER CONTROLLER	1215312		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR HIP BASIC CONTROLLER	1215294		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR LIVE HEADSET	1215300		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>



Trade Mark	Application No.	Registration No.	Status	Comments
HIP GEAR MEMORY CARD	1215302		Office Action November 30, 2004 Filed April 30, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR MEMORY CARD EXPANDER	1215601		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR MULTI TAP	1215603		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>May 27, 2005</b>
HIP GEAR N64 SUPER 64 CONTROLLER	1215604		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR POWER CORD	1215606		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR TWIN LINK CABLE	1215733		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR ULTIMATE SPORTS PACK	1215735		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR UNIVERSAL CABLE STORAGE CASE	1215736		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR UNIVERSAL POWER INVERTER	1215741		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>

Trade Mark	Application No.	Registration No.	Status	Comments
HIP GEAR UNIVERSAL RACING WHEEL	1215737		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR UNIVERSAL RF ADAPTER	1215738		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR UNIVERSAL S- VIDEO CABLE	1215732		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR UNIVERSAL SYSTEM SELECTOR	1215739		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR USB HEADSET	1215740		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR WIRELESS CONTROLLER	1215745		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR WIRELESS HEADSET	1215743		Office Action November 30, 2004 Filed May 4, 2004 Office Action July 20, 2004 Revised Application October 20, 2004	Reply due: <b>March 30, 2005</b>
HIP GEAR XB- COMM WIRELESS CONTROLLER WITH HEADSET	1228101		Filed August 24, 2004	Reply due: <b>March 30, 2005</b>

**List of US Trademark Registrations and Applications**

Trade Mark	Application No.	Registration No.	Status	Comments
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Trade Mark	Application No.	Registration No.	Status	Comments
HIP INTERACTIVE	76/131864	2818673	Registered March 2, 2004	Affidavit of Continued Use d between <b>March 2, 2009</b> and Mar 2, 2010 Renewal due between <b>March 2013</b> and March 2, 2014 MVA F# 014591.003
HIP GEAR design	76/269821	2802954	Registered January 6, 2004	Affidavit of Continued Use d between <b>January 6, 2009</b> a January 6, 2010 Renewal due between <b>January 2013</b> and January 6, 2014 MVA F# 014591.004
HIP GAMES design	78/278433	2904927	Registered December 30, 2004	Affidavit of Incontestability d after <b>November 29, 2009</b> Affidavit of Continued Use d between <b>November 23, 2009</b> a November 23, 2010 Renewal due between <b>Novemb 23, 2013</b> and November 23, 2014 MVA F# 014591.004
HIP design	78/288723	2879526	Registered August 31, 2004	Affidavit of Continued Use d between <b>August 31, 2009</b> a August 31, 2010 Renewal due between <b>August 3 2013</b> and August 31, 2014 MVA F# 014591.002
TRASH TALKER	78/355167		Filed January 21, 2004 Office Action August 12, 2004	Due Date: February 12 200 [Needs copy of Cd Registration]
HIP COIN	78/566813		Filed February 14, 2005	
CITY OF THE DEAD	78/568405		Filed February 16, 2005	

**List of Patents and Patent Applications**

Nil

**ITEM B**

**List of License Agreements**

Nil

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