

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MORTGAGE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
YMG CAPITAL MANAGEMENT INC.		01/30/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF MONTREAL		
<b>Street Address:</b>	105 Saint-Jacques Street, 3th Floor		
<b>City:</b>	Montreal		
<b>State/Country:</b>	QUEBEC		
<b>Postal Code:</b>	H2L 1L6		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2596554		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(514)866-2241		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	johanne.dion@fmc-law.com		
<b>Correspondent Name:</b>	Johanne Dion		
<b>Address Line 1:</b>	1 Place Ville-Marie, 39th Floor		
<b>Address Line 4:</b>	Montreal, QUEBEC H3B 4M7		
<b>NAME OF SUBMITTER:</b>	Johanne Dion		
<b>Signature:</b>	/DIONJ/20060213		
<b>Date:</b>	02/13/2006		

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Total Attachments: 14  
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**HYPOTHEC ON MOVABLES**

dated as of January 30, 2006

by

**YMG CAPITAL MANAGEMENT INC.**

as Grantor

in favour of

**BANK OF MONTRÉAL**

as Secured Party

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## HYPOTHEC ON MOVABLES

**THIS HYPOTHEC ON MOVABLES** dated as of January 30, 2006 is made by **YMG CAPITAL MANAGEMENT INC.** (the "**Grantor**"), a corporation incorporated under the *Canada Business Corporations Act*, in favour of **BANK OF MONTRÉAL** (the "**Secured Party**").

**WHEREAS** pursuant to a guarantee agreement (the "**Guarantee**") dated on, about or as of February 2, 2006 between the Grantor, as guarantor and the Secured Party, as beneficiary, the Grantor has agreed to guarantee the full payment and performance of Fiera Capital Management Inc.'s (the "**Borrower**") obligations towards the Secured Party under that certain credit agreement dated on, about or as of February 2, 2006 between the Borrower, as borrower, and the Secured Party, as lender (the "**Credit Agreement**"); and

**WHEREAS** as continuing collateral security for the fulfilment of the Secured Obligations (as defined below), the Grantor has agreed to hypothecate all of its right, title and interest both present and future, in and to the Hypothecated Property.

**NOW, THEREFORE**, the parties hereby agree as follows:

### **1. INTERPRETATION**

#### **1.1 Definitions**

1.1.1 In this Hypothec, unless there is something in the subject matter or content inconsistent therewith, capitalized terms and expressions shall have the meanings ascribed to them in the Guarantee.

1.1.2 In this Hypothec, the following words and expressions shall have the following meanings:

- (a) "**Accounts**" means all accounts maintained by the Grantor with any depository institution, wherever situated;
- (b) "**Borrower**" has the meaning set out in the preamble of this Hypothec and includes its successors and permitted assigns;
- (c) "**Claims**" means any and all claims, advances, book debts, accounts receivable and any other amounts or property now or hereafter owing to the Grantor by any person, either absolutely or conditionally, including all claims and indemnities payable under insurance policies covering the same and any and all books, papers, invoices, notes and data files evidencing, recording or supporting the same;
- (d) "**Credit Agreement**" has the meaning set out in the preamble of this Hypothec, as the same may be amended, supplemented or restated from time to time;
- (e) "**Event of Default**" means any event set out in Section 7 hereof;

- (f) "**Grantor**" has the meaning set out in the preamble of this Hypothec and includes its successors and permitted assigns;
- (g) "**Guarantee**" has the meaning set out in the preamble of this Hypothec, as the same may be amended, supplemented or restated from time to time;
- (h) "**Hypothecated Property**" means the universality of the property, rights and interest, present and future, intended to be charged by the hypothec created under Section 2 hereof, all substitutions and replacements thereof, all increases, additions and accessions thereto, all rights attaching thereto and all proceeds in any form derived directly or indirectly from any dealing with any of the foregoing or the proceeds therefrom;
- (i) "**Intellectual Property**" means the business of the Grantor and all trade names, trade marks, copyrights, designs, processes, know how, goodwill, licences, franchises, permits, quotas, patents and other rights of intellectual and industrial property of any nature and description, and all pending applications pertaining thereto that shall be owned by the Grantor following an amalgamation between the Grantor and any other person or the purchase by the Grantor of any of the assets of any other person and includes, without limitation, the trademarks listed in Schedule A hereof;
- (j) "**Permitted Liens**" shall have the meaning ascribed thereto in the Credit Agreement ;
- (k) "**Secured Obligations**" means all obligations, at any time due, owing or incurred, whether present or future, actual or contingent, by the Grantor to the Secured Party under the Guarantee;
- (l) "**Secured Party**" has the meaning set out in the preamble of this Hypothec and includes its successors and assigns.

## 1.2 Interpretation

- 1.2.1 The terms "this Hypothec", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified, to this Hypothec taken as a whole and not to any particular Section or subdivision, as the same may be amended, supplemented or restated from time to time.
- 1.2.2 The division of this Hypothec into Sections and other subdivisions, the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
- 1.2.3 All references to Sections refer, unless otherwise specified, to sections of this Hypothec.
- 1.2.4 Words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by and do not imply limitation of, their context or the words or phrases which precede or succeed them.

1.2.5 The term "person" includes any individual, firm, partnership, corporation, Governmental Authority or unincorporated body of persons.

## **2. HYPOTHECS**

### **2.1 Conventional Hypothec**

As security for the full and final payment of the Secured Obligations, the Grantor hereby hypothecates to and in favour of the Secured Party to the extent of the sum of thirty million dollars (\$30,000,000) in lawful money of Canada with interest thereon at the rate of 20% per annum the universality of all of its movable property of every nature and description, corporeal and incorporeal, present and future, and wherever situate, including, without limitation:

- (a) all of its Claims, present and future, including without limitation:
  - (i) all cheques, wire transfers, deposits and other items deposited into the Accounts; and
  - (ii) the Accounts and all funds now or hereafter on deposit therein;
- (b) all of its Intellectual Property, present and future, and any amendment or supplement thereto;
- (c) all rights under contracts of any nature whatsoever, except under the Material Agreements;
- (d) all proceeds arising from the property, assets and undertaking of the Grantor referred to in this Section 2.1, including insurance proceeds or any other payment representing indemnity or compensation for loss of or damage thereto and all money received or receivable from time to time by the Grantor in connection with the sale of any of the foregoing.

### **2.2 Additional Hypothec**

To guarantee the payment of all sums not secured by the principal hypothec created in Section 2.1, and in particular, interest due for the current and three preceding years, interest on the interest, and all other amounts expended by the Secured Party to protect its hypothecary claim, including, but not limited to costs and other accessories, an additional hypothec is created by the Grantor against the universality of the movable property of every nature and description of the Grantor, corporeal and incorporeal, present and future, and wherever situate. Consequently, the Grantor hypothecates its property described in Section 2.1, in favour of the Secured Party for an additional amount equal to seven million five hundred thousand dollars (\$7,500,000) in lawful money of Canada.

### 3. SPECIAL PROPERTY

To the extent that any contract (excluding, in each case, any proceeds relating thereto or arising therefrom) (the "**Unassigned Property**") may not be assigned or hypothecated to the Secured Party because (i) the same is not assignable or cannot be hypothecated without the consent of the other party or parties thereto and such consent has not been obtained as of the date hereof; (ii) the same is not assignable or cannot be hypothecated without complying with stated conditions and such conditions have not been satisfied as of the date hereof; (iii) the same is the subject of an express prohibition against assignment or hypothecation which has not been waived as of the date hereof; or (iv) the assignment or hypothecation of the same would otherwise constitute a breach or permit the acceleration or termination of such Unassigned Property, the hypothec created hereby on any such Unassigned Property shall, until such consent to such hypothecation, compliance with such conditions or waiver of such express prohibition, breach or right to accelerate or terminate has been obtained, be suspended and shall take effect retroactively as of the date hereof when such consent or waiver has been obtained or such compliance has been effectuated. Any such Unassigned Property shall, to the fullest extent permitted by Applicable Law, be held as mandatory for the Secured Party by the Grantor and such Unassigned Property shall be for the account of the Secured Party, subject to the terms of this Hypothec and in particular Section 2 hereof.

### 4. SPECIAL PROVISIONS RELATIVE TO CLAIMS

#### 4.1 Authorization to Collect

The Secured Party authorizes the Grantor to manage and collect the Claims in the ordinary course of its business. Such authorization may nevertheless be withdrawn by the Secured Party at any time after the occurrence of an Event of Default which is continuing, whereupon the Secured Party shall be free to do, in the name of the Grantor, any of the following, without any interference or consent on the part of the Grantor and without being bound (to the fullest extent permitted by law) by the rules respecting the administration of the property of others:

- (a) collect the Claims and apply such proceeds (net of all collection costs and the reasonable remuneration of the Secured Party at the customary rates) against the Secured Obligations in such manner as it shall deem appropriate;
- (b) give valid acquittances for any sums paid by third party debtors at any time after as well as before the creation of this security, and unilaterally cause, with or without consideration, the cancellation or reduction of any charge, hypothec or any other security interest securing the Claims or any part thereof; and
- (c) renegotiate, terminate or novate the Claims in whole or in part upon such terms and conditions as it shall deem reasonable, take and give up security and generally exercise, but without any obligation to do so and at its entire discretion, all rights of the Grantor with respect to the Claims, it being understood that the Secured Party is relieved of any obligation to inform the Grantor of any irregularity in the

payment of any Claim and it shall incur no liability for any loss or damage which may result from the exercise of its rights except in the case of its own intentional or gross fault.

#### 4.2 Money Received

Any amount received by the Grantor with respect to the Claims after a withdrawal of authorization as aforesaid shall be deemed so received as mandatary or depository of the Secured Party and shall forthwith be remitted to the Secured Party without demand or notice, the whole without prejudice to the recourses of the Secured Party against the third party debtors.

#### 4.3 Registration of Hypothecary Rights

If any of the Claims are themselves secured by a security interest, hypothec or any other right susceptible of publication under the law, the Secured Party shall have the right to accomplish, at the expense of the Grantor, all the formalities required to register and otherwise protect against the third party debtors the hypothecary rights of the Secured Party upon such Claims and accessories thereof.

### 5. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties it made in the Guarantee, the Grantor hereby represents and warrants at the date hereof that:

- 5.1.1 **Authority** – The Guarantor has the corporate power and authority to enter into this Hypothec and to do all such acts and things and execute and deliver all such other documents required hereunder to be done, observed or performed by it in accordance with their terms.
- 5.1.2 **No Violation or Breach** – The execution, delivery and performance by the Grantor of this Hypothec do not: (i) violate the articles or by-laws of the Grantor or any resolutions passed by the directors or shareholders of the Grantor; (ii) contravene any Applicable Law or any contractual restriction, in any case binding on or affecting the Grantor and which is material to the business or operations of the Grantor; (iii) constitute, or with notice or lapse of time or both constitute, an event entitling any party to accelerate the payment of any indebtedness under any agreement or instrument to which the Grantor is a party or by which its property or assets are bound or affected which is material to it; or (iv) conflict with, violate, result in a breach of, constitute a default under or result in the creation of any Lien on any assets of the Grantor pursuant to any instrument or agreement to which it is bound or by which its properties and assets or any material part thereof are bound or affected.
- 5.1.3 **No Approvals Required** – No consent, authorization, approval or other action by, and no publication, notice to or filing or registration with, any Governmental Authority is required for the due execution, delivery and performance by the Grantor of this Hypothec to ensure the validity or enforceability thereof against it other than the registration of the Hypothec at the Register of Personal and Movable Real Rights.



- 5.1.4 **Authorization and Validity** – This Hypothec has been duly authorized, executed and delivered by the Grantor and constitutes valid and legally binding obligations of the Grantor, enforceable in accordance with the provisions thereof except to the extent that enforceability is limited by bankruptcy, insolvency or similar laws respecting creditors' rights generally or by the availability of specific performance or other remedies being in the discretion of the court.
- 5.1.5 **Financial Condition** – There are no undisclosed material liabilities affecting the Grantor which would be reasonably expected to materially adversely affect its ability to meet its obligations under this Hypothec.
- 5.1.6 **No Actions or Proceedings** – There is no present or pending action or proceeding against or affecting the Grantor before any court, administrative tribunal, Governmental Authority or arbitrator which could materially adversely affect its ability to meet its obligations under this Hypothec.
- 5.1.7 **Title of the Hypothecated Property** – The Grantor owns and has a good and marketable title to the Hypothecated Property and the Hypothecated Property is free of all Liens, other than Permitted Liens.
- 5.1.8 **Full Disclosure** – The disclosure of information by the Grantor in respect of this Hypothec has been undertaken in good faith with a view to accuracy and completeness and there is no material information or other material fact known to the Grantor in relation to its assets, liabilities, business or condition that has not been disclosed to the Secured Party that would make the representations, warranties and covenants herein inaccurate or misleading.

## 6. COVENANTS

In addition to the covenants it made in the Guarantee, the Grantor covenants to the Secured Party as follows:

- (a) the Grantor shall do any and all things in order to properly protect and maintain the Hypothecated Property and will conduct its business in a way which preserves the value of the Hypothecated Property;
- (b) the Grantor shall notify the Secured Party forthwith of the existence of any Claims which are subject to the *Financial Administration Act* (Canada);
- (c) the Grantor shall refrain from mixing or combining any of the Hypothecated Property with other movable property belonging to third parties, or from transforming the same, except in the normal course of the Grantor's business or unless consented to in writing by the Secured Party;
- (d) except as specifically permitted in the Credit Agreement, the Grantor shall not to sell, dispose, assign, charge, mortgage, set over, pledge, hypothecate or otherwise transfer or encumber all or part of any of the Hypothecated Property other than to the Secured Party nor shall it perform any act or execute any other instrument

which might prevent the Secured Party from enforcing all of its rights and recourses under the terms and conditions of this Hypothec or which would limit the Secured Party in any manner;

- (e) the Grantor shall make, execute and deliver such further and other assignments, transfers, deeds, security agreements and other documents as may be required by the Secured Party from time to time to grant to the Secured Party a first ranking hypothec in the Hypothecated Property with the priority intended hereby and generally to accomplish the intention of this Hypothec; and
- (f) the Grantor shall pay all reasonable expenses, including legal fees and disbursements, incurred by the Secured Party or its agents in connection with the preparation, filing, preservation and enforcement of this Hypothec; including all reasonable expenses incurred by the Secured Party or such agents in dealing with other creditors of the Grantor in connection with the establishment and confirmation of the priority of the hypothec created hereby; all of which expenses shall be payable forthwith upon demand and shall form part of the Secured Obligations.

## **7. EVENTS OF DEFAULT**

### **7.1 Events of Default**

The Grantor shall be in default in each and every one of the following events:

- (a) if there occurs an Event of Default under the Credit Agreement; or
- (b) if the Grantor is in default under the Guarantee.

## **8. EXERCISE OF HYPOTHECARY RIGHTS**

### **8.1 Acceleration**

Upon the occurrence and during the continuance of an Event of Default, the Secured Party may request from the Grantor the voluntary surrender of any of the Hypothecated Property and the Grantor hereby undertakes to do so. The Grantor shall also execute any deed or document which may be necessary or useful to evidence such surrender or to give it full effect. In addition, the Secured Party may, upon the occurrence and during the continuance of an Event of Default, exercise all hypothecary rights, remedies and actions whatsoever which are available under the *Civil Code of Québec*, without prejudice to any other right or action whatsoever which may be exercised or taken independently or concurrently, to enforce its rights under this Hypothec in accordance with Applicable Law and the terms of this Hypothec.

## 8.2 Exercise of Hypothecary Rights

The Secured Party shall not be bound to exercise the same hypothecary rights against all of the Hypothecated Property. Whatever hypothecary rights the Secured Party elects to exercise, the following provisions shall apply:

- (a) the Secured Party shall have the right, at the expense of the Grantor and in order to conserve or realize upon the Hypothecated Property:
  - (i) to continue or terminate the use and operation of the Hypothecated Property;
  - (ii) to dispose of the Hypothecated Property which may perish or deteriorate rapidly;
  - (iii) to use any information obtained by reason of the exercise of its rights;
  - (iv) to perform any obligation or covenant of the Grantor; and
  - (v) to exercise any right with respect to the Hypothecated Property;
- (b) the Secured Party shall not be bound to make an inventory, to take out insurance or to furnish any security;
- (c) the Secured Party may acquire directly or indirectly any of the Hypothecated Property;
- (d) the Secured Party may from time to time in the course of the exercise of its rights, renounce, with or without consideration, any right of the Grantor;
- (e) the Secured Party shall not be bound to make the Hypothecated Property productive or to conserve the same;
- (f) should the Secured Party at any time abandon the exercise of its rights, hypothecary or otherwise, against the Hypothecated Property, the Secured Party may elect, at its option, to return to the Grantor without any representation or warranty, the Hypothecated Property which the Grantor had surrendered to the Secured Party, or the remainder thereof if any, the whole without prejudice to its other rights and recourses; and
- (g) the Secured Party shall be deemed to have acted in the best interest of the Grantor and its successors if the Secured Party has acted in accordance with its standard methods of assessing and managing financial risks in the ordinary course of its business.

### 8.3 Taking in Payment

8.3.1 Where the Secured Party exercises a right of taking in payment and the Grantor, inasmuch as it has the right to do so, requires that the Secured Party sell the Hypothecated Property upon which such recourse was exercised, the Grantor acknowledges that the Secured Party shall not be bound to abandon the right of taking in payment unless the Secured Party has obtained, before the end of the period allowed for surrender (i) a satisfactory security guaranteeing that the sale will be made at a sufficiently high price to enable the Secured Party's claim to be paid in full, (ii) the full reimbursement of all costs thus incurred by the Secured Party, and (iii) an advance of the funds needed for the sale of the said properties.

8.3.2 If the Secured Party itself sells any of the Hypothecated Property, it shall not be required to obtain any prior appraisal thereof.

8.3.3 The sale by the Secured Party of any of the Hypothecated Property may be concluded by the Secured Party without legal warranty or, at its option, without any warranty whatsoever.

### 8.4 Exercise of Rights by Secured Party

8.4.1 The Secured Party is not bound by any degree of care beyond a reasonable diligence in the exercise of its rights or in the performance of its duties, and it shall not be liable for any loss or damage resulting therefrom except as a result of its own intentional or gross fault.

8.4.2 The Secured Party may delegate to any other person the exercise of its rights or the performance of its duties hereunder and may provide such agents or mandataries with any information that the Secured Party may possess with respect to the Grantor or the Hypothecated Property.

8.4.3 The property or sums of money received or held by the Secured Party by reason of these presents may be invested by the Secured Party in such manner as it shall deem appropriate without regard to rules governing the administration of the property of others.

8.4.4 Should the Secured Party at any time consider that the location or the use of the Hypothecated Property requires the registration of this security, or the creation of similar security, under the laws of another jurisdiction, the Grantor shall forthwith at the request of the Secured Party execute the documents and accomplish the formalities necessary for such purpose.

8.4.5 The exercise by the Secured Party of any of its rights shall not preclude the Secured Party from exercising any other right under this Hypothec or the law; the rights and remedies of the Secured Party shall be cumulative and are in addition to and not in substitution for any other rights or remedies. The non-exercise by the Secured Party of any of its rights shall not constitute a waiver of any subsequent exercise of such right.

## **9. GENERAL**

### **9.1 Continuing Security**

9.1.1 This Hypothec is a continuing security which will subsist notwithstanding any fluctuation of the amounts hereby secured. The Grantor shall be deemed to obligate itself again as provided in Article 2797 of the *Civil Code of Québec* with respect to any future obligation hereby secured.

9.1.2 The Secured Party shall have the right, at the expense of the Grantor, to perform all acts and things and to execute all documents as may be necessary to ensure that this security remains effective and opposable to third parties, including the execution and filing of any forms required for the renewal hereof from time to time.

9.1.3 Any amount received by the Secured Party in the exercise of its rights hereunder or under any law may, at its option, be retained by the Secured Party as part of the Hypothecated Property, or may be applied by the Secured Party towards the partial payment of the Secured Obligations, even if not yet exigible, as the Secured Party shall alone determine notwithstanding the rules governing the application of payments.

### **9.2 Notices and Election of Domicile**

9.2.1 All notices and other communications provided for hereunder shall be in writing and delivered in accordance with the provisions of Sections 5.1.1 to 5.1.4 of the Guarantee.

### **9.3 Invalidity, Etc.**

Any provision hereof which is prohibited or unenforceable in any jurisdiction shall be ineffective only in such jurisdiction and only to the extent of such prohibition or enforceability, without invalidating the remaining provisions hereof.

### **9.4 Further Assurances**

The Grantor shall do all such further acts and things and execute and deliver all such further documents which the Secured Party may require in order to fully perform and carry out the terms of this Hypothec.

### **9.5 Language**

The parties have required that this hypothec and all related documents be written in English. *Les parties ont requis que la présente hypothèque ainsi que tous documents y afférents soient rédigés en anglais.*

### **9.6 Governing Law and Jurisdiction**

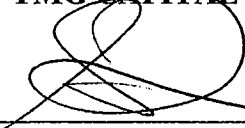
This Hypothec and, unless otherwise specified therein, all other documents or instruments delivered in accordance with this Hypothec shall be governed by and interpreted in accordance with the laws applicable in the Province of Québec and the

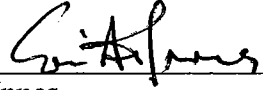
federal laws of Canada. The Grantor irrevocably submits to the non exclusive jurisdiction of the courts of the Province of Québec, judicial district of Montréal.

[SIGNATURE PAGE FOLLOWS]

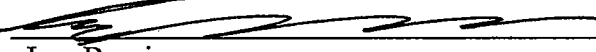
IN WITNESS WHEREOF, the parties have caused this Hypothec to be executed by their duly authorized representatives as of the date first above written.

**YMG CAPITAL MANAGEMENT INC.**

Per:   
Name: Sylvain Brosseau  
Title: Director

Per:   
Name: Eric Innes  
Title: Director

**BANK OF MONTRÉAL**

Per:   
Name: Luc Bernier  
Title: Senior Manager

**SCHEDULE A**  
**INTELLECTUAL PROPERTY**

<b>DESCRIPTION</b>	<b>REGISTRATION NUMBER</b>	
	<b>Canada</b>	<b>United States</b>
Squares Design	TMA526712	2596554
YMG Capital Management Inc.	TMA533505	N/A