

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the address for Assignee International Refills Company Limited previously recorded on Reel 003331 Frame 0266. Assignor(s) hereby confirms the Security Interest.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
4330536 Canada Inc.		05/26/2006	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Jig-A-Loo Lubricants Inc.
<b>Street Address:</b>	550 Chemin Du Golf, Suite 202, Nuns' Island
<b>City:</b>	Verdun, Quebec
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H3E 1A8
<b>Entity Type:</b>	CORPORATION: CANADA

<b>Name:</b>	Les Developpements Angelcare Inc.
<b>Street Address:</b>	550 Chemin Du Golf, Suite 202, Nuns' Island
<b>City:</b>	Verdun, Quebec
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H3E 1A8
<b>Entity Type:</b>	CORPORATION: CANADA

<b>Name:</b>	International Refills Company Limited
<b>Street Address:</b>	24 Ridge View Estate, Ridge Plantation
<b>City:</b>	Christ Church
<b>State/Country:</b>	BARBADOS
<b>Postal Code:</b>	BB17006
<b>Entity Type:</b>	CORPORATION: BARBADOS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	76589038	JIG-A-LOO

OP \$40.00 76589038

**CORRESPONDENCE DATA**

Fax Number: (214)206-4330  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2142064300  
Email: trina@richardlawgroup.com  
Correspondent Name: Molly Buck Richard  
Address Line 1: 8411 Preston Road, Suite 890  
Address Line 4: Dallas, TEXAS 75225

ATTORNEY DOCKET NUMBER:	LAPR-0038
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**DOMESTIC REPRESENTATIVE**

Name: Molly Buck Richard  
Address Line 1: 8411 Preston Road, Suite 890  
Address Line 4: Dallas, TEXAS 75225

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Address Line 4: Dallas, TEXAS 75225

NAME OF SUBMITTER:	Molly Buck Richard
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Signature:	/Molly Buck Richard/
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Date:	08/17/2006
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Total Attachments: 17  
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<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
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**06/16/2006**  
**900051304**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
4330536 Canada Inc.		05/26/2006	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Jig-A-Loo Lubricants Inc.
<b>Street Address:</b>	550 Chemin du Golf, Suite 202, Nuns' Island
<b>City:</b>	Verdun, Quebec
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H3E 1A8
<b>Entity Type:</b>	CORPORATION: CANADA

<b>Name:</b>	Les Developpements Angelcare Inc.
<b>Street Address:</b>	550 Chemin du Golf, Suite 202, Nuns' Island
<b>City:</b>	Verdun, Quebec
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H3E 1A8
<b>Entity Type:</b>	CORPORATION: CANADA

<b>Name:</b>	International Refills Company Limited
<b>Street Address:</b>	43 Forden Crescent
<b>City:</b>	Westmount, Quebec
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H3Y 2Y4
<b>Entity Type:</b>	CORPORATION: BARBADOS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	76589038	JIG-A-LOO

**CORRESPONDENCE DATA**

Received Time Jun 19. 4:51AM

**TRADEMARK**  
**REEL: 003371 FRAME: 0421**

OP \$40.00 76589038

**Fax Number:** (214)206-4330  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 214 206 4300  
**Email:** trina@richardlawgroup.com  
**Correspondent Name:** Molly Buck Richard  
**Address Line 1:** 8411 Preston Road, Suite 890  
**Address Line 4:** Dallas, TEXAS 75225

<b>ATTORNEY DOCKET NUMBER:</b>	LAPR-0038
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**Name:** Molly Buck Richard  
**Address Line 1:** 8411 Preston Road, Suite 890  
**Address Line 4:** Dallas, TEXAS 75225

<b>NAME OF SUBMITTER:</b>	Molly Buck Richard
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<b>Signature:</b>	/Molly Buck Richard/
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<b>Date:</b>	06/16/2006
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**Total Attachments: 13**  
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**DEED OF HYPOTHEC**

Made on this 26<sup>th</sup> day of May, two thousand and six (2006).

**AMONG:**

**4330536 CANADA INC.**, a corporation constituted in virtue of the *Canada Business Corporations Act*, having its registered office at 46 Forden Crescent, in the City of Montreal, Province of Quebec, H3Y 2Y4, represented by Bernard Allaire, duly authorized pursuant to a resolution of its board of directors dated March 30, 2006,

(hereinafter the "**Grantor**")

**AND:**

**JIG-A-LOO LUBRICANTS INC.**, a corporation constituted in virtue of the *Canada Business Corporations Act*, having its registered office at 550 Chemin du Golf, Suite 202, Nuns' Island, in the City of Verdun, Province of Quebec, H3E 1A8, represented by Mr. Maurice Pinsonnault, duly authorized pursuant to a resolution of its board of directors dated April 4, 2006,

Notice of its address has been registered in the Register of Personal and Movable Real Rights under No. 033139;

(hereinafter "**LJAL**")

**AND:**

**LES DÉVELOPPEMENTS ANGELCARE INC.**, a corporation constituted in virtue of the *Canada Business Corporations Act*, having its registered office at 550 Chemin du Golf, Suite 202, Nuns' Island, in the City of Verdun, Province of Quebec, H3E 1A8, represented by Mr. Maurice Pinsonnault, duly authorized pursuant to a resolution of its board of directors dated April 4, 2006,

Notice of its address has been registered in the Register of Personal and Movable Real Rights under No. 033140;

(hereinafter "**Angelcare**")

**AND:**

**INTERNATIONAL REFILLS COMPANY LIMITED**, a corporation constituted in virtue of the *Companies Act of Barbados*, represented by Ms. Louise Bolduc, duly authorized pursuant to a resolution of its board of directors dated May 19, 2006,

Notice of its address will be registered in the Register of Personal and Movable Real Rights;

(hereinafter "**IRC**")

(LJAL, Angelcare and IRC being hereinafter referred to individually as a "Creditor" and collectively as the "Creditors")

**IT IS AGREED AS FOLLOWS:**

**1. PRINCIPAL HYPOTHEC**

1.1 As security for (i) the payment by the Grantor of the Instalment Amount and Additional Amount (as such terms are defined in the Asset Purchase Agreement dated as of March 30, 2006, entered into among the Grantor and the Creditors, as amended on the date hereof, (collectively, the "**Purchase Agreement**")), in accordance with the terms and conditions of the Purchase Agreement, (ii) the performance, by the Grantor of its obligations hereunder and under the Option Agreement dated as of the date hereof, among the Grantor, the Majority Shareholders and the Creditors (the "**Option Agreement**"), (iii) the truthfulness of the representations and warranties contained herein and in Article 5 of the Purchase Agreement and the truthfulness of the representations and warranties of each of the Grantor and of 4349326 Canada Inc. ("**SubCo**") contained in any other writing between either of the Grantor or SubCo and any of the Creditors, and (iv) the performance by each of the Grantor and SubCo of all of its obligations under all writings executed in connection with the foregoing, the Grantor hereby, hypothecates as a first-ranking security in favour of the Creditors, for the sum of three million five hundred fifty thousand dollars (\$3,550,000), with interest thereon at the rate of twenty-five percent (25%) per annum from the date hereof all of the Grantor's right, title and interest in and to (a) the recipe for the original Jig-A-Loo spray lubricant product, currently marketed and sold in orange and black packaging, including any related trade secrets and other intellectual property and intellectual property rights therein, present and future, (b) the recipe for the spray lubricant product currently marketed and sold to 3M Canada Company, including any related trade secrets and other intellectual property and intellectual property rights therein, present and future, (c) all future recipes for Jig-A-Loo products, (d) the trade-mark Jig-A-Loo in Canada, the Canadian registrations and Canadian applications for registration thereof, present and future, and the goodwill associated therewith, (e) the trade-mark Jig-A-Loo outside of Canada, the registrations and applications for registration thereof outside of Canada, present and future, and the goodwill associated therewith, and (f) the domain name "jigaloo.com", the Jig-A-Loo internet protocol and email addresses and the UPC consumer packaging codes, present and future, (collectively, the "**Hypothecated Property**").

1.2 If any of the Hypothecated Property may not be assigned, subleased, charged or encumbered without the leave, license, consent or approval of the applicable counterparty, a Governmental Authority or any other person, the hypothec created hereby on any such property shall be under the suspensive condition of obtaining such leave, license, consent or approval.

**2. ADDITIONAL HYPOTHEC**

2.1 To secure the payment of all sums not secured by the principal hypothec created in Article 1, the Grantor hereby hypothecates as a first ranking security in favour of the Creditors, the Hypothecated Property for the additional sum of eight hundred eighty seven thousand five hundred dollars (\$887,500).

3. **COVENANTS**

3.1 **Operations**

- 3.1.1 The Grantor shall diligently perform its obligations under each of the license agreements relating to the Hypothecated Property to which it is a party and not amend, or consent to the amendment of, any of such license agreements, each of which shall be in the form of, and contain the terms and conditions contained in, the license agreement dated as of the date hereof between the Grantor and SubCo (in particular with respect to the termination of any such license upon the occurrence of an Event of Default hereunder)
- 3.1.2 The Grantor shall not sell, lease or otherwise alienate any of the Hypothecated Property nor cause or permit any Encumbrance to exist in respect thereof other than any Encumbrance created hereby; and
- 3.1.3 The Grantor shall comply in all material respects with applicable Laws

3.2 **Reporting Covenants**

- 3.2.1 The Grantor shall submit to the Creditors, within thirty (30) days following the end of each calendar quarter, a consolidated balance sheet and income statement prepared in accordance with GAAP, applied on a consistent basis, without adjusting entries or review by accountants, and signed by an authorized officer of the Grantor, together with such other information as may be reasonably requested by the Creditors;
- 3.2.2 The Grantor shall submit to the Creditors, within one hundred and twenty (120) days following the end of each fiscal year of the Grantor, annual audited consolidated financial statements for such fiscal year, consisting of a consolidated balance sheet, income statement, statement of changes in financial position and statement of cash flow, together with all supporting schedules and notes, prepared in accordance with GAAP, applied on a consistent basis, and accompanied by a report of the auditors of the Grantor; and
- 3.2.3 The Grantor shall provide to the Creditors written notice of any of the following events immediately after it has become aware thereof:
- 3.2.3.1 the commencement of any proceeding (including any notice of infraction) or investigation by or before any Governmental Authority in any way relating to it or any of the Hypothecated Property; or
- 3.2.3.2 any default or the occurrence or non-occurrence of any event which constitutes, or which with the passage of time or giving of notice, or both, could constitute, a material default under any license relating to the Hypothecated Property to which it is a party or by which any of the Hypothecated Property may otherwise be bound, giving in each case the details thereof and specifying the action proposed to be taken with respect thereto.



**3.3 Maintaining the Hypothecated Property**

3.3.1 The Grantor shall maintain, use and preserve the Hypothecated Property, and the registrations thereof, in a diligent, proper and efficient manner; and

3.3.2 Neither the Grantor nor SubCo shall change its corporate name; except that Grantor shall be permitted to file articles of amendment under the *Canada Business Corporations Act* to change its name to "Jig-A-Loo World Inc. / Jig-A-Loo Monde Inc.," and Subco shall be permitted to file articles of amendment under the *Canada Business Corporations Act* to change its name to "Jig-A-Loo Canada Inc."

**3.4 Maintain Security**

3.4.1 The Grantor shall maintain the security hereby created and perform all acts and execute and deliver all writings reasonably required to ensure that the hypothecs and security interests created hereunder remain in full force and effect and opposable at all times to third parties.

**3.5 Registration**

3.5.1 The Grantor shall cause this Deed to be registered without delay at every place where such registration may be required in order to render opposable to third parties the hypothecs herein created, and will submit evidence thereof to the Creditors. The Creditors are hereby authorized to fulfil such obligation of the Grantor on the latter's behalf; and

3.5.2 The Grantor shall execute and register all writings necessary to render this Deed enforceable and opposable to third parties in such other jurisdictions as the Creditors may reasonably require.

**3.6 Costs**

3.6.1 Any writings pertaining to these presents shall be prepared or approved by legal counsel of the Creditors and the Grantor shall pay all reasonable expenses relating thereto and to the enforcement of the hypothecs created hereunder.

**3.7 Remittance of Documents**

3.7.1 The Grantor shall deliver to the Creditors, on request, any registrations or other writings pertaining to the Hypothecated Property, and such other information concerning the Grantor and its corporate status as the Creditors may reasonably request.

**4 PAYMENTS BY CREDITOR**

4.1 Whenever an Event of Default occurs, each of the Creditors may, at its option, at any time, pay off, in whole or in part, any amounts of any kind, now or hereafter relating to any of the Hypothecated Property, or other amounts which the Grantor may be bound to pay hereunder. Each such sum paid by any of the Creditors, as well as all costs, charges and expenses which may be incurred to collect the amounts owing to it or to protect and preserve the security created hereby, or to exercise the same, including costs and fees as between solicitor and

client, whether any action or other judicial proceeding to enforce same has been taken or not, together with interest thereon at the rate of two percent (2%) per annum in excess of the prime rate of interest quoted by Bank of Montreal for commercial loans made to Canadian borrowers, as and from the date the amounts were so paid or incurred, shall be immediately due and payable by the Grantor to the Creditors and shall benefit from the hypothecs herein created, without prejudice to any other rights or recourses available to the Creditors.

5. **REPRESENTATIONS AND WARRANTIES**

5.1 The Grantor hereby represents and warrants that the Hypothecated Property belongs to it in full ownership, has been fully paid for and is free and clear of all Encumbrances, with the exception of the hypothecs created hereunder.

6. **EVENTS OF DEFAULT**

6.1 The Grantor shall be in default and each of the Creditors shall be entitled to exercise its hypothecary rights and any other recourses it may have against the Grantor whenever (each an "Event of Default"):

- 6.1.1 any of the Creditors is entitled to exercise its rights under the Option Agreement to acquire the Optioned Assets (as such term is defined in the Option Agreement);
- 6.1.2 the Grantor breaches any of its obligations under Paragraph 3.1(b)(ii) of the Purchase Agreement, or if the Grantor breaches any of its obligations under the promissory note delivered by it to the Creditors, and any such breach is not fully cured within five (5) Business Days from receipt by it of notice thereof;
- 6.1.3 the Grantor breaches any of its material obligations owed to any of the Creditors under any security granted by it to any of the Creditors, or either of the Grantor or SubCo breaches any of its material obligations or covenants owed to any of the Creditors pursuant to the transactions contemplated by the Purchase Agreement, and any such default continues for a period of time that is greater than the cure period, if any, related thereto;
- 6.1.4 any of the representations or warranties of any of the Grantor, SubCo or the Majority Shareholders granted in favour of any of the Creditors is not true and any of the Creditors is materially prejudiced as a result thereof;
- 6.1.5 there is any material misstatement contained in any writing delivered to any of the Creditors by the Grantor in accordance with the provisions of this Deed and any of the Creditors is materially prejudiced thereby;
- 6.1.6 the Grantor ceases, or threatens to cease, to carry on its business;
- 6.1.7 the Grantor (i) institutes any proceeding or takes any action seeking to adjudicate it a bankrupt or insolvent or seeking its liquidation, dissolution, winding up, restructuring, or reorganization, (ii) seeks an arrangement under, or any protection or relief under, or a composition in connection with any of its property or debts under, or makes a proposal under any Law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar Laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement

or compromise of debt), or (iii) makes a general assignment for the benefit of creditors or acknowledge its own insolvency in any manner;

6.1.8 the Grantor becomes bankrupt or insolvent or commits an act of bankruptcy, or any proceeding is commenced against the Grantor:

6.1.8.1 seeking to adjudicate it bankrupt or insolvent;

6.1.8.2 seeking its liquidation, dissolution, winding up, restructuring or reorganization;

6.1.8.3 seeking the appointment of a receiver, receiver manager, liquidator, trustee, agent, custodian or other similar official for it or any portion of its properties or assets; or

6.1.8.4 seeking to make it subject to the *Winding-Up Act (Canada)*, the *Companies' Creditors Arrangement Act (Canada)*, the *Bankruptcy and Insolvency Act (Canada)*, or any other Law for the benefit of debtors;

6.1.9 any seizure, judgement or other order of any Governmental Authority becomes enforceable against any part of the Hypothecated Property;

6.1.10 the Hypothecated Property, or any part thereof, is or is about to be, in jeopardy; or

6.1.11 the Grantor revokes any authorization granted to any of the Creditors in the Option Agreement or to Osler, Hoskin & Harcourt, LLP in the Purchase Agreement.

## 7. RECOURSES

7.1 Whenever an Event of Default occurs, each of the Creditors shall be entitled, without prejudice to its other rights and recourses:

7.1.1 to exact immediate payment, in capital and interest, costs and accessories, of any indebtedness secured by this Deed;

7.1.2 to execute any obligation which has not been fulfilled by the Grantor in the place and stead, and at the expense of, such Grantor; and

7.1.3 to exercise its hypothecary recourses,

against the Grantor and the whole or any portion of the Hypothecated Property, simultaneously or successively, as any of the Creditors see fit. Each of the Creditors shall be at all times entitled to exercise different and separate hypothecary rights and/or other rights, remedies and recourses against different portions (or components of portions) of the Hypothecated Property, as such Creditor sees fit, and such Creditor shall at all times be entitled to change or substitute any hypothecary rights and/or other rights, remedies and recourses for other hypothecary rights and/or other rights, remedies and recourses as it sees fit.

7.2 In addition, in the event that a Creditor exercises its right to become the absolute owner of the Hypothecated Property or any portion thereof, the Grantor, concurrently with its surrender thereof or at any time thereafter, at the request of such Creditor, shall sign a voluntary

deed providing for such Creditor to take in payment the Hypothecated Property or any portion thereof. All payments made on account of the Secured Obligations will belong to the Creditors without any right of return or compensation. In the event that the Grantor requires a Creditor to sell any Hypothecated Property pursuant to the provisions of the *Civil Code of Quebec*, the Grantor acknowledges that such Creditor will not be required to abandon its recourse of taking in payment unless, before the expiration of the delay to surrender, such Creditor: (i) shall have been furnished with security guaranteeing that the Hypothecated Property in question will be sold at a sufficiently high price for such Creditor to be paid the amounts secured hereunder, in full; (ii) shall have been reimbursed the fees, costs and expenses it has incurred; and (iii) shall have been advanced all amounts necessary for the sale of the Hypothecated Property in question.

7.3 The Creditors shall not be liable or accountable to the Grantor or to any other Person for any failure to exercise any of the rights, recourses and remedies hereunder, and shall not be bound to commence, continue or defend proceedings for the purpose of preserving or protecting any rights of any of the Creditors in respect of the same.

#### 8. TAKING OF POSSESSION

8.1 In the event that any of the Creditors takes possession of any of the Hypothecated Property:

8.1.1 it shall not be obliged to maintain the use and destination thereof; and

8.1.2 it shall be free to cease to operate any business carried on by the Grantor.

8.2 The Creditor shall only be obliged to act reasonably in connection with subsections 8.1.1 and 8.1.2, and shall not be responsible for any loss sustained by the Grantor, except such as may be caused by its fault or wilful wrongdoing.

#### 9. PUTTING IN DEFAULT

9.1 Subject only to the notices and cure periods provided for in Section 6.1, the mere lapse of time for the fulfilment of an obligation by the Grantor, if such obligation is not fulfilled, shall constitute a default without the necessity of any notice or putting in default, save and except as otherwise expressly provided herein.

#### 10. INDIVISIBILITY

10.1 The obligations of the Grantor hereunder are indivisible and may be claimed in their entirety from its representatives and successors, as well as its legal heirs or legatees, in accordance with Article 1520 of the *Civil Code of Québec*.

#### 11. GENERAL PROVISIONS

11.1 The hypothecs herein created are in addition to, and not in substitution for, any other security given to any of the Creditors, and they shall subsist until a deed of cancellation thereof is duly registered, notwithstanding that the Grantor may cease to be indebted towards any of the Creditors.

11.2 Each of the Creditors may exercise its rights against the whole of the Hypothecated Property, or any part thereof, as it shall determine.

11.3 The acceptance by the any of the Creditors, following an Event of Default, of any sum of money owing to it, or the exercise by any of the Creditors of any right or recourse, shall not preclude it from exercising any other right or recourse, all its rights and recourses being cumulative and not alternative.

11.4 All sums received by any of the Creditors by virtue of this Deed may be applied in reduction of its costs and expenditures, and against the repayment of the sums advanced by it for the protection or realization of its security; they may also be applied by it against the payment of the capital or the interest owing to it, in such manner as it shall see fit.

11.5 Each of the Creditors may appoint an attorney or mandatary for the exercise of its rights hereunder and convey to the latter any information it may have with respect to the Grantor or the Hypothecated Property; the reasonable fees and disbursements of such attorneys and mandataries shall form part of the realization costs

11.6 In the event that a provision of this Deed, or a part thereof, or the application thereof to a particular Person or circumstance, is declared or rendered invalid, inapplicable or illegal, or if it is declared incompatible with the creation of a valid hypothec and security interest, then such provision or such part thereof or particular application thereof, as the case may be, shall be considered distinct and severable from the remainder of this Deed, and this Deed shall continue to remain in force and executory and bind the parties hereto as if such provision or part thereof or the particular application thereof were never included herein.

## 12. ELECTION OF DOMICILE

12.1 Any notification to the Grantor shall be given, and any demand upon it shall be made, at the address indicated below. However, should the Creditors be unable to locate the Grantor at such address, then any notification or demand may, at the option of the Creditors, be served upon the Grantor at the office of the clerk of the Superior Court for the District of Montréal, at which office, and in such event, the Grantor hereby elects domicile for the purposes of this Deed. The Creditors agree to execute and register a deed of cancellation with respect to the security given hereby upon the satisfaction in full by the Grantor of its obligations to pay the Instalment Amount and the Additional Amount to the Creditors.

## 13. NOTICE

13.1 Any notice required or permitted to be given in connection with this Deed (in this Section referred to as a "Notice") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

(a) in the case of a Notice to LJAL, Angelcare or IRC:

c/o Les Développements Angelcare Inc.  
Suite 202  
550 chemin du Golf  
Nuns' Island, Verdun, Québec  
H3E 1A8

Attention: Maurice Pinsonnault and Sylvie Charette  
Fax: (514) 761-4618  
E-mail: maurice.pinsonnault@angelcare-monitor.com  
sylvie.charette@angelcare-monitor.com

(b) with a copy to:

Lapointe Rosenstein L.L.P.  
Suite 1400  
1250 René-Lévesque Blvd. West  
Montreal, Québec  
H3B 5E9

Attention: Norman A. Rishikof  
Fax: 514-925-5033  
E-mail: norman.rishikof@lapointerosenstein.com

(c) in the case of a Notice to the Grantor:

550, Chemin du Golf  
Suite 104  
Nuns' Island, Verdun, Québec  
H3E 1A8

Attention: David Gilmour  
Fax: 514-768-4177  
E-mail: [dgilmour@ljjaloo.com](mailto:dgilmour@ljjaloo.com)

With a copy to:

Bernard Allaire  
43 Forden Crescent  
Westmount, Québec  
H3Y 2Y4

Attention: Bernard Allaire  
Fax: (514) 369-3351  
E-mail: [b.allaire@lewis-capital.com](mailto:b.allaire@lewis-capital.com)

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. If a Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then such Notice shall be deemed to have been given and received on the next Business Day

Any party may, from time to time, change its address by giving a Notice to the other parties in accordance with the provisions of this Section

14. **GOVERNING LAW**

14.1 This Deed shall be governed by, and interpreted and enforced in accordance with, the laws of the Province of Québec (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction) and the laws of Canada applicable therein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Québec with respect to any matter arising hereunder or related hereto.

15 **INTERPRETATION**

15.1 Each capitalized term used but not defined herein has the meaning ascribed thereto in the Purchase Agreement.

15.2 In this Deed, words in the singular include the plural and vice-versa and words in one gender include all genders.

15.3 The division of this Deed into Sections and the insertion of headings are for convenience of reference only and shall not affect, or be utilized in, the construction or interpretation of this Deed. The headings in this Deed are not intended to be full or precise descriptions of the text to which they refer and are not to be considered part of this Deed. Use of the words "hereto", "herein", "hereof", "hereby" and "hereunder" and similar expressions refer to this Deed as a whole, unless otherwise specifically stated in this Deed.

15.4 This Deed constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes and replaces all prior agreements, negotiations and discussions, written or oral, among the parties hereto with respect to the subject matter hereof.

15.5 This Deed may be amended, modified or supplemented only by written agreement signed by all of the parties hereto.

15.6 Any waiver of, or consent to depart from, the requirements of any provision of this Deed shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Deed shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right, or the exercise of any other right.

15.7 Unless otherwise specified, all statements of or references to dollar amounts in this Deed are to the lawful currency of Canada.

15.8 If any action is required to be taken pursuant to this Deed on or by a specified date which is not a Business Day, such action shall be valid if taken on or by the next succeeding Business Day.

15.9 In this Deed, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Montreal time) on the last day of the period. However, if the last day of the period is not a Business Day, the period shall terminate at 5:00 p.m. (Montreal time) on the next Business Day.

15.10 Time is of the essence of each provision of this Deed.

15.11 Each party hereto shall take, or cause to be taken, such actions and execute and deliver, or cause to be executed and delivered, such writings as the other parties hereto may from time to time reasonably request in order to give full effect to the provisions hereof.

15.12 This Deed may be executed in any number of counterparts, by facsimile or otherwise. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

16. **LANGUAGE**

16.1 The Parties have requested that this Deed and any other writing pertaining hereto be drawn up in English. *Les parties ont requis que cet acte et tout autre document s'y rapportant soient rédigés en anglais.*

[signature page follows]



Executed in the City of Montreal, Province of Quebec, as of the date first hereinabove mentioned.

**4330536 CANADA INC.**

Per : 

Bernard Allaire

Title: Secretary

**JIG-A-LOO LUBRICANTS INC.**

Per : 

Maurice Pinsonnault

Title: President

**LES DÉVELOPPEMENTS ANGELCARE  
INC.**

Per : 

Maurice Pinsonnault

Title: President

**INTERNATIONAL REFILLS COMPANY  
LIMITED**

Per : \_\_\_\_\_

Louise Bolduc

Title: Managing Director

[signature page to Deed of Hypothec]

TRADEMARK

REEL: 003371 FRAME: 0434

Executed in the City of Montréal, Province of Quebec, as of the date first hereinabove mentioned.

**4330536 CANADA INC.**

Per : \_\_\_\_\_  
Bernard Allaire

Title: Secretary  
**JIG-A-LOO LUBRICANTS INC.**

Per : \_\_\_\_\_  
Maurice Pinsonnault

Title: President  
**LES DÉVELOPPEMENTS ANGELCARE  
INC.**

Per : \_\_\_\_\_  
Maurice Pinsonnault

Title: President  
**INTERNATIONAL REFILLS COMPANY  
LIMITED**

Per : Louise Bolduc  
Louise Bolduc

Title: Managing Director

[signature page to Deed of Hypothec]