

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Generation 5 Mathematical Technologies Inc.		11/15/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3014131	G5 MWM	
Registration Number:	2710820	GENERATION 5	
Registration Number:	2777336	5	
Registration Number:	2777335	GENERATION 5 MATHEMATICAL TECHNOLOGY IN MARKETING	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	6110806		

CH \$115.00 3014131

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	12/14/2006

Total Attachments: 28

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 15th day of November, 2006, by and between **GENERATION 5 MATHEMATICAL TECHNOLOGIES INC.**, a corporation organized under the laws of the Province of Ontario with its principal place of business at 515 Consumers Rd., Suite 600, Toronto, Ontario M2J 4Z2 ("Grantor"), and **SILICON VALLEY BANK**, a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to, among others, Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement of even date herewith (as may be amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including, without limitation, the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works, industrial designs, or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation, those set forth on EXHIBIT E attached hereto;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks, and the Canadian Intellectual Property Office record this IP Agreement, or a copy thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement and the security interest granted pursuant to the MMVF Loan Arrangement (provided that any such security interest is governed by an intercreditor agreement between Lender and MMVF);

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to, any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States and/or Canada, as applicable, securing the payment and performance of the obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC and/or PPSA financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. or Canadian governmental authority or U.S. or Canadian regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. and Canada (under U.S. and Canadian law) or (b) for the perfection in the United States and/or Canada or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Lender, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States and/or Canada, as applicable, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office, the Register of Copyrights, and the Canadian Intellectual Property Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any of its Copyrights or Mask Works with the Register of Copyrights and/or the Canadian Intellectual Property Office without first executing and simultaneously registering an IP Agreement, in the identical form of this IP Agreement, with the Register of Copyrights and/or the Canadian Intellectual Property Office, listing such Copyrights(s) on Exhibit A thereto and/or such Mask Works on Exhibit D in order to protect and perfect Lender's security interest in such Copyrights or Mask Works. Promptly after such registration, Grantor shall forward to the Lender, at the address listed above, a copy of, and the original IP Agreement as filed with the Register of Copyrights and/or the Canadian Intellectual Property Office.

(c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

(iii) Grantor hereby authorizes Lender to file financing statements without notice to Grantor with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

- (a) An Event of Default occurs under the Loan Agreement; or any document delivered by Grantor to Lender in connection therewith; or
- (b) Grantor breaches any warranty or covenant made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code or the Personal Property Security Act (Ontario), as applicable, including, without limitation, the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR

ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order; (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

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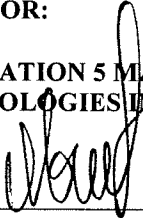
IN WITNESS WHEREOF, this Agreement, and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Grantor in the United States of America. In addition, this Agreement is being executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first above written.

Address of Grantor:

515 Consumers Rd., Suite 600
Toronto, Ontario
M2J 4Z2

GRANTOR:

**GENERATION 5 MATHEMATICAL
TECHNOLOGIES INC.**

By:  _____

Name: MILORAD KRNETA

Title: ~~CEO~~ President

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Agreement, and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Grantor in the United States of America. In addition, this Agreement is being executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first above written.

Address of Grantor:

515 Consumers Rd., Suite 600
Toronto, Ontario
M2J 4Z2

GRANTOR:

**GENERATION 5 MATHEMATICAL
TECHNOLOGIES INC.**

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK

By: Mark Spertus

Name: Mark Spertus

Title: V.P.

EXHIBITS TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

GENERATION 5 MATHEMATICAL TECHNOLOGIES INC.

INTELLECTUAL PROPERTY

EXHIBIT A - COPYRIGHTS

Schedule A

Issued/Registered Copyrights

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Copyrights
1.	Generation 5 Mathematical Technologies Inc. does not own any issued or registered copyrights

Schedule B

Pending Copyright Applications

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Copyrights
1.	Generation 5 Mathematical Technologies Inc. does not own any pending copyright applications

Schedule C

Unregistered Common Law Copyrights

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Copyrights
1.	All of Generation 5 Mathematical Technologies Inc. right, title and interest in all designs, artwork and other copyrightable subject matter in all packaging, artwork, product designs, advertising, corporate, website and promotional materials of Generation 5 Mathematical Technologies Inc.
2.	All of Generation 5 Mathematical Technologies Inc.'s right, title and interest in the unregistered common law copyright in following computer software programs identified by title: G5 MWM Suite with 11 project modules: VIVA Redundancy Clustering MWM SmartPrediction Fill Missing Values Scoring Batch Multiple Data Source Time Series Lift Curve <ul style="list-style-type: none">• Generation 5 Variable Section Algorithm• Generation 5 Validation Module• Dimension Reduction for High Dimensional Data and Automatic Predictive Algorithm

**Schedule C
Unregistered Common Law Copyrights
Name of Owner: Generation 5 Mathematical Technologies Inc.**

Item	Copyrights
	<ul style="list-style-type: none">• Extrapolation and Interpolation with Self-Learning Approximants• Association Bundles Identification for Categorical Data• Building Grid-Enabled Data Mining Applications• Implementation of kNN Prediction on the Grid• Automatic Trade Area Software• Automatic Database Production on Postal Code/Zip+4 Level• G5 Automatic Marketing Mix Software• G5 Automatic Price Optimization Software• High Performance Parallel Query Engine for Zip+4 Data• Multivariate Time Series Prediction with Self-Learning Approximants

EXHIBIT B - PATENTS

**Patents (including Design Patents and Industrial Designs)
Name of Owner: Generation 5 Mathematical Technologies Inc.**

	Patents (including Design Patents and Industrial Designs)
1.	All of Generation 5 Mathematical Technologies Inc.'s interest in U.S. Provisional Patent titled Systems and Methods for Automatic Generation of Information, filed November 9, 2005 as serial no. US60/734,724; the applicants being Milorad Kmela, George Mersov, Victor Zurkowski, Jeff Li, Alex Weinstein, Alexandre Depoutovitch and Simon Gluzman.
2.	Generation 5 Mathematical Technologies Inc. has instructed its legal counsel to prepare a non-provisional U.S. patent application and companion Patent Co-Operation Treaty Patent Application based upon certain of the disclosure contained in the U.S. provisional patent application serial no. US60/734,724; cited above. Since those applications have yet to be drafted or filed, there are no patent titles or application numbers or filing dates to schedule concerning them at the date of the execution of the Security Agreement to which this schedule in annexed.
3.	Generation 5 Mathematical Technologies Inc. has also instructed its legal counsel to evaluate the merits of preparing a new and further U.S. provisional patent application for some new modules that Generation 5 Mathematical Technologies Inc. has developed. Since those applications have yet to be drafted or filed, there are no patent titles or application numbers or filing dates to schedule concerning them at the date of the execution of the Security Agreement to which this schedule in annexed.
4.	All of Generation 5 Mathematical Technologies Inc.'s right , title and interest in all patentable subject matter, industrial design subject matter, know how, show how, trade secrets and other technical information.

EXHIBIT C – TRADE-MARKS


Applied for and Registered Trade-Marks

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Country Applied for	Trade-Mark	App No.	Appl. Date	Reg No.	Reg Date	Next Renewal Date	Wares and Services	Status
1.	Canada	G5 MWM	1215835	4/29/2004	TMA634686	3/9/2005	3/9/2020	Wares: Data mining software namely computer software to assist in analyzing large and complicated information databases without human analytical intervention so as to extricate specific user defined information	Registered

Applied for and Registered Trade-Marks

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Country Applied for	Trade-Mark	App No.	Appl. Date	Reg No.	Reg Date	Next Renewal Date	Wares and Services	Status
2.	Canada	5 (& design) 	1127308	12/19/2001	TMA587981	8/25/2003	8/25/2018	Wares: Computer software to mathematically explore customer data bases and to solve customer data base problems. Services: Business services namely developing and applying operational research and mathematical procedures to create data bases	Registered

Applied for and Registered Trade-Marks

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Country Applied for	Trade-Mark	App No.	Appl. Date	Reg No.	Reg Date	Next Renewal Date	Wares and Services	Status
3.	Canada	GENERATION 5 (& design) Generation ⁵	1127307	12/19/2001	TMA637962	4/21/2005	4/21/2020	Wares: Computer software to mathematically explore customer data bases and to solve customer data base problems, the foregoing being in the marketing field and medical fields, and doing so by mathematically segregating people, markets and objects into subgroups such as by postal codes, age, household income and health.	Registered

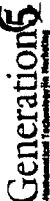
Applied for and Registered Trade-Marks

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Country Applied for	Trade-Mark	App No.	Appl. Date	Reg No.	Reg Date	Next Renewal Date	Wares and Services	Status
								Services: Business services namely developing and applying operational research and mathematical procedures to create data bases for use in the marketing field and medical fields, and doing so by mathematically segregating people, markets and objects into subgroups such as by postal codes, age, household income and health	

Applied for and Registered Trade-Marks

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Country Applied for	Trade-Mark	App No.	Appl. Date	Reg No.	Reg Date	Next Renewal Date	Wares and Services	Status
4.	Canada	<p>GENERATION 5 MATHEMATICAL TECHNOLOGY IN MARKETING (& design)</p> 	1127306	12/19/2001	TMA640885	5/31/2005	5/31/2005	<p>Wares:</p> <p>Computer software to mathematically explore customer data bases and to solve customer data base problems, the foregoing being in the marketing field and medical fields, and doing so by mathematically segregating people, markets and objects into subgroups such as by postal codes, age, household income and health.</p>	Registered

Applied for and Registered Trade-Marks

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Country Applied for	Trade-Mark	App No.	Appl. Date	Reg No.	Reg Date	Next Renewal Date	Wares and Services	Status
								<p>Services:</p> <p>Business services namely developing and applying operational research and mathematical procedures to create data bases for use in the marketing field and medical fields, and doing so by mathematically segregating people, markets, and objects into subgroups such as by postal codes, age, household income and health.</p>	

Applied for and Registered Trade-Marks

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Country Applied for	Trade-Mark	App No.	Appl. Date	Reg No.	Reg Date	Next Renewal Date	Wares and Services	Status
5.	Canada	MOSAIC	892030	10/11/1998	TMA603255	2/25/2004	2/25/2019	<p>Wares:</p> <p>A compilation containing a person's Canadian postal code along with demographic and other related information of such person, the foregoing being in the following formats, namely book, CD ROM, floppy disk, computer tape, computer cartridges, optical drive and computer software formatted for wide area network delivery</p>	Registered

Applied for and Registered Trade-Marks

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Country Applied for	Trade-Mark	App No.	Appl. Date	Reg No.	Reg Date	Next Renewal Date	Wares and Services	Status
6.	U.S.A.	G5 MWM	78410482	4/29/2004	3014131	11/8/2005	11/8/2015	Wares: Data mining software namely computer software to assist in analyzing large and complicated information databases without human analytical intervention so as to extricate specific user defined information	Registered


Applied for and Registered Trade-Marks

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Country Applied for	Trade-Mark	App No.	Appl. Date	Reg No.	Reg Date	Next Renewal Date	Wares and Services	Status
7.	U.S.A.	GENERATION 5 (& design) Generation 5	76352199	12/21/2001	2710820	4/29/2003	4/29/2013	Wares: computer software to mathematically explore customer data bases and to solve customer data base problems Services: business services namely developing and applying operational research and mathematical procedures to create data bases	Registered

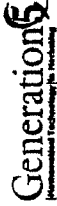
Applied for and Registered Trade-Marks

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Country Applied for	Trade-Mark	App No.	Appl. Date	Reg No.	Reg Date	Next Renewal Date	Wares and Services	Status
8.	U.S.A.	5 (& design) 	76352176	12/21/2001	2777336	10/28/2003	10/28/2013	<p>Wares: computer software to mathematically explore customer data bases and to solve customer data base problems</p> <p>Services: Designing databases utilizing operational research and mathematical procedures in the field of direct marketing and market research.</p>	Registered

Applied for and Registered Trade-Marks

Name of Owner: Generation 5 Mathematical Technologies Inc.

Item	Country Applied for	Trade-Mark	App No.	Appl. Date	Reg No.	Reg Date	Next Renewal Date	Wares and Services	Status
9.	U.S.A.	<p>GENERATION 5 MATHEMATICAL TECHNOLOGY IN MARKETING (& design)</p> 	76352175	12/21/2001	2777335	10/28/2003	10/28/2013	<p>Wares: computer software to mathematically explore customer data bases and to solve customer data base problems.</p> <p>Services: Designing databases utilizing operational research and mathematical procedures in the field of direct marketing and market research</p>	Registered

Unregistered Common Law Trade-Marks					
Name of Owner: Generation 5 Mathematical Technologies Inc.					
Item	Country In which Used	Trade-Mark	Used since at least as early as	Wares and Services	Status
1.				Generation 5 Mathematical Technologies Inc. does not use any trade-marks on an unregistered basis	Unregistered common law trade-marks

Trade Names		
Name of Owner: Generation 5 Mathematical Technologies Inc.		
Item	Trade Names	Status
1.	Generation 5 Mathematical Technologies Inc.	Corporate Name

Domain Names	
Name of Owner: Generation 5 Mathematical Technologies Inc.	
Item	Domain Names
1.	www.demographicscanada.ca
2.	www.generation5.ca
3.	www.generation5.net
4.	www.generation5mathematicaltechnologies.com

Domain Names	
Name of Owner: Generation 5 Mathematical Technologies Inc.	
Item	Domain Names
5.	www.g5mt.com
6.	www.g5mathtech.com

EXHIBIT D – MASKED WORKS AND INTEGRATED CIRCUIT TOPOGRAPHY

Schedule A	
Issued/Registered Copyrights	
Name of Owner: Generation 5 Mathematical Technologies Inc.	
Item	Copyrights
1.	Generation 5 Mathematical Technologies Inc. does not own any issued, registered or unregistered masked works or integrated circuit topography

EXHIBIT E – LICENSES

1. Statistics Canada electronic products reseller agreement Number 6653 dated September 12, 2003 between Her Majesty the Queen in Right of Canada (Statistics Canada) and Generation 5 Mathematical Technologies Inc.
2. Data license agreement made as of October 31, 2003 between Trans Union of Canada Inc. and Generation 5 Mathematical Technologies Inc.
3. Value added reseller agreement dated April 2, 2003 between Geographic Data Technology (Canada) Inc. and Generation 5 Mathematical Technologies Inc.
4. Data license agreement made as of June 5, 2003 between BBM Canada (a Canadian corporation without share capital) and Generation 5 Mathematical Technologies Inc.
5. Agreement dated January 27, 2005 between PBM Print Measurement Bureau and Generation 5 Mathematical Technologies Inc.
6. Agreement dated August 31, 2006 between Generation 5 Mathematical Technologies Inc and Mindset Marketing Solutions Inc.
7. Software distribution letter of intent dated October 12, 2006 between Generation 5 Mathematical Technologies Inc. and True North Inc.
8. Strategic alliance agreement between Click-Into Inc. and NISHA Technologies Inc. and Generation 5 Mathematical Technologies Inc.
9. Data license agreement anticipated to be signed in November 2006 between Generation 5 Mathematical Technologies Inc and BBM Canada.