

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
STRATEGIC VISTA TECHNOLOGIES INC.		10/04/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	HSBC Bank Canada		
Street Address:	Toronto Main, 70 York Street, 2nd Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 1S9		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78378942	SENTINEL CCTV	
Registration Number:	2379743	HOME SENTINEL	
Registration Number:	2269539	LOREX	
CORRESPONDENCE DATA			
Fax Number:	(212)318-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 318 3183		
Email:	Mrosenfeld@fulbright.com		
Correspondent Name:	Mark N. Mutterperl		
Address Line 1:	Fulbright & Jaworski LLP, 666 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10103		
ATTORNEY DOCKET NUMBER:	10616471		
DOMESTIC REPRESENTATIVE			

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

NAME OF SUBMITTER:	Mark N. Mutterperl
Signature:	/mark n. mutterperl/
Date:	12/21/2006

Total Attachments: 18

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**General Security Agreement
(with intellectual property clause)**

TO: HSBC Bank Canada (the "Bank")

1. **Security Interest.** For value received, the undersigned (the "Debtor"):

- (a) mortgages, pledges, charges, transfers and assigns to the Bank and grants to the Bank a security interest in the undertaking of the Debtor and in all of the Debtor's present and after acquired personal property other than the personal property charged in paragraphs (vii) and (viii) including, without limitation, Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Securities and Money now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (collectively, "General Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:
 - (i) all Inventory of whatever kind and wherever situate.
 - (ii) wherever situate including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind.
 - (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor ("Debts").
 - (iv) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable.
 - (v) all contractual rights and insurance claims and all goodwill, patents, copyrights, and other industrial property.
 - (vi) all property described in Schedule "B" or any schedule now or hereafter annexed hereto.
- (b) charges to the Bank and grants the Bank a security interest in all of the Debtor's present and after acquired trade-marks and trade names, registered and unregistered including, without limitation, those listed on Schedule "C" now or hereafter annexed hereto, and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (collectively, called "Trade-marks") and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of the Debtor:

- (i) designs, logos, indicia, trade names, corporate names, company names, business names, trade styles and other source or business identifiers.
- (ii) fictitious characters.
- (iii) prints and labels on which any of the foregoing have appeared or appear or shall appear.
- (iv) all registrations and applications that have been or shall be made or filed in the Canadian Trade-marks Office or any similar office in any country in the world and all records thereof and all reissues, extensions, or renewals thereof.
- (v) all common law and other rights in the above.
- (vi) charges to the Bank and grants the Bank a security interest in all of the Debtor's interest in property of the type described in paragraph 1(b) whether owned by it or not (collectively, the "**Trade-mark Interests**") including, without limitation, all contractual rights, securities, instruments and other rights and benefits relating to such property including, without limitation, all agreements pursuant to which the Debtor has obtained rights or an option to acquire rights to use any such property ("**User Licences**") and all agreements pursuant to which the Debtor has granted rights or an option to acquire rights to use any such property ("**Grantor Licences**") including, without limitation, those agreements listed on Schedule "C" now or hereafter annexed thereto.

2. **Defined Terms.** The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used in this Agreement shall be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (Ontario) which Act, including amendments thereto and any Act substituted therefor and amendments thereto is referred to as the "PPSA". Provided always that the term "Goods" when used in this Agreement shall not include "consumer goods" of the Debtor as that term is defined in the PPSA, the term "Security Interest" when used in this Agreement shall include the security interests granted under paragraph 1(b) and the Hypothec granted under paragraph 1(c), and the term "Collateral" when used in this Agreement shall include the General Collateral and the Trade-marks and the Trade-mark Interests and any reference to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof". The term "**Prime Rate**" means the floating annual rate of interest established and announced by the Bank from time to time as the reference rate for purposes of determining the rates of interest it will charge on loans denominated in Canadian dollars in Canada. A certificate of a vice-president of the Bank shall be conclusive evidence of the Bank's Prime Rate from time to time. Any change in the Prime Rate shall be effective on the date such change becomes effective generally. Notwithstanding any other provision of this agreement, for purposes of the interpretation, registration and enforcement of this agreement in the Province of Quebec only, the terms set out in the attached Schedule "D" shall have the meanings ascribed therein.

3. **Indebtedness Secured.** The Security Interest granted secures payment and performance of all indebtedness, obligations and liabilities of any kind, present or future, direct or indirect, absolute or contingent, joint or several, of the Debtor to the Bank, whether as principal or surety, together with all expenses (including legal fees on a full indemnification basis) incurred by the Bank, its receiver or agent, in the preparation, perfection and enforcement of security and other agreements

held by the Bank in respect of such indebtedness, obligations or liabilities and interest thereon (collectively, the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment thereof.

4. **Representations and Warranties of the Debtor.** The Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) The Collateral is genuine and owned by the Debtor free of all security interests, mortgages, hypothecs, prior claims, liens, pledges, charges or other encumbrances (collectively, "Encumbrances"), save for the Security Interest hereafter approved in writing by the Bank.
- (b) Each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceeding to enforce Collateral or otherwise.
- (c) The locations specified in Schedule "A" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures which forms part of the Collateral will be situate at one of such locations.
- (d) The Debtor has no registered trade-marks, no outstanding applications for registration of trade-marks, no trade names and no licenses relating to trade-marks or trade names other than those set out in Schedule "C".

5. **Covenants of the Debtor.** So long as this Security Agreement remains in effect the Debtor covenants and agrees:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep the Collateral free from all Encumbrances, except for the Security Interest and those hereafter approved in writing by the Bank, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of the Bank; provided always that, until default, the Debtor may, in the ordinary course of the Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to the Debtor.
- (b) to notify the Bank promptly of:
 - (i) any change in the information contained in this Agreement or in the Schedules relating to the Debtor, the Debtor's business or Collateral.

- (ii) the details of any significant acquisition of Collateral.
- (iii) the details of any claims or litigation affecting the Debtor or Collateral.
- (iv) any loss or damage to Collateral.
- (v) performance of his obligations with respect to Collateral.

the return to or repossession by the Debtor of Collateral.

- (c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance.
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules) as may be reasonably requested by the Bank of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith.
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable.
- (f) to insure Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Bank shall reasonably direct with loss payable to the Bank and the Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor.
- (g) to prevent Collateral, save Inventory sold or leased as permitted, from being or becoming attached or an accession to other property not covered by this Security Agreement.
- (h) to carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at the Bank's request so as to indicate the Security Interest.
- (i) to deliver to the Bank from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral.
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same.
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business.

- (iv) all policies and certificates of insurance relating to Collateral.
- (v) such information concerning Collateral, the Debtor and the Debtor's business and affairs as the Bank may reasonably request.

6. **Use and Verification of Collateral.** Subject to compliance with the Debtor's covenants contained in this Agreement and Clause 7 hereof, the Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Debtor. Without limiting the generality of the foregoing, the Debtor shall provide to the Bank accurate and current copies of its books, records and data (including electronic data) in respect of the Collateral upon the request of the Bank.

7. **Securities.**

- (a) Until default, the Debtor may:
 - (i) exercise all rights to vote and all rights of conversion or retraction or other similar rights with respect to the Securities; provided that no such exercise will, in the opinion of the Bank, have a material adverse affect on the value of such Securities and further provided that any property arising from any such conversion or retraction is delivered to the Bank or its agent to form part of the Collateral.
 - (ii) receive all notices or other communications delivered in respect of the Securities.
- (b) After default, the Debtor waives all rights to receive any notices or communications delivered in respect of any Securities and agrees that no proxy issued by the Bank to the Debtor or its order in respect of any Securities shall thereafter be effective. After default, the Bank may but shall not be bound or required to:
 - (i) exercise any option or right which the holder of any of the Securities may at any time have, and any advance made for such purpose shall be added to the Indebtedness and all the provisions of this Agreement shall apply thereto.
 - (ii) vote all or any of the Securities at any meeting whether special or general at which the holder of such Securities is entitled to vote and give and grant to such person or persons as it designates power to vote such Securities as its proxy.
 - (iii) sign on behalf of and as agent for the Debtor such income tax ownership certificates as may be required.
 - (iv) transfer any Securities forming part of the Collateral and not specifically dealt with in a written agreement between the Debtor and the Bank, the same or any part thereof into the Bank's name or that of its nominee(s) so that the Bank or its nominee(s) may appear of record as the sole owner thereof.

- (v) forthwith, without any notice, demand, advertisement, or any other formality (except as required by law), all of which are waived to the extent possible under applicable laws, sell the Securities or any of them on any recognized exchange dealing in such securities or by public or private sale, and enforce payment and realize upon the Securities as fully and effectually as if the Bank were absolute owner thereof.
8. **Collection of Debts.** Before or after default under this Security Agreement, the Bank may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Bank. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by the Debtor separate from its other assets in trust or as mandatory for the Bank and shall be turned over to the Bank upon request.
9. **Income from and Interest on Collateral.**
- (a) Until default, the Debtor may receive any Money constituting income, dividends or other payments or proceeds from or interest on Collateral and if the Bank receives any such Money prior to default, the Bank shall either credit the same against the Indebtedness then due or pay the same promptly to the Debtor.
 - (b) After default, the Debtor will not request or receive any Money constituting income from or interest on Collateral and if the Debtor receives any such Money without any request by it, the Debtor will pay the same promptly to the Bank.
10. **Increases, Profits, Payments or Distributions.**
- (a) Whether or not default has occurred, the Debtor authorizes the Bank:
 - (i) to receive any increase in, profits on or accretions to Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 of this Agreement and dealt with accordingly.
 - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral, to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.
 - (b) If the Debtor receives any such increase, profits or accretions (other than Money) or payments or distributions, the Debtor will deliver the same promptly to the Bank to be held by the Bank as provided in this Agreement.
11. **Disposition of Money.** Subject to any applicable requirements of the PPSA, all Money collected or received by the Bank pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as the Bank deems best or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Bank under this Agreement, and any surplus shall be accounted for as required by law.

12. **Default.** The occurrence of any of the following events or conditions shall constitute default under this Agreement which is referred to as "default":
- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of the Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between the Debtor and the Bank.
 - (b) the bankruptcy or insolvency of the Debtor; the filing against the Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by the Debtor; the appointment of a receiver or trustee for the Debtor or for any assets of the Debtor or the institution by or against or against the Debtor of any other type of insolvency proceeding under the *Bankruptcy & Insolvency Act (Canada)* or otherwise.
 - (c) the institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Debtor.
 - (d) if any Encumbrance affecting Collateral becomes enforceable against Collateral.
 - (e) if the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy.
 - (f) if any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the assets of the Debtor or any part thereof.
 - (g) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Bank at or prior to the time of such execution.
13. **Acceleration.** The Bank, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if the Bank considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.

14. Remedies.

- (a) Upon default, the Bank may but shall not be bound or required to:
- (i) appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Bank or not, to be a receiver or receivers (a "Receiver", which term when used in this Agreement shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not the Bank, and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his servants, agents or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on the Debtor's business or as security for loans or advances to enable the Receiver to carry on the Debtor's business or otherwise, as such Receiver shall, in its discretion, determine and any amounts so borrowed, together with interest thereon, shall be secured by Collateral, in priority to the security interests, mortgages, charges, assignments and transfers created and constituted by this Agreement. Except as may be otherwise directed by the Bank, all Money received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Bank. Every such Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank;
 - (ii) either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing paragraph .
- (b) the Bank may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and upon default, the Bank may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Bank may seem reasonable.
- (c) In addition to those rights granted in this Agreement and in any other agreement now or hereafter in effect between the Debtor and the Bank and in addition to any other rights the Bank may have at law or in equity, the Bank shall have, both before and after default, all rights and remedies of a secured party under the PPSA. Provided always, that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Bank shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in the Bank's possession and shall not be liable or accountable for failure to do so.

- (d) The Debtor acknowledges that the Bank or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from the Bank or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.
- (e) The Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by the Bank or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating the Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by it, as permitted by this Agreement, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured by this Agreement.
- (f) the Bank will give the Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.

15. **Miscellaneous.**

- (a) The Debtor authorizes the Bank to file such financing statements, financing change statements and other documents, make appropriate registrations and do such acts, matters and things (including completing and adding schedules identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which the Debtor's business is carried on and Collateral and records relating thereto are situate) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and the Debtor irrevocably constitutes and appoints the officer or officers of the Bank from time to time having account management responsibility for the Debtor the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Without limiting any other right of the Bank, whenever Indebtedness is immediately due and payable or the Bank has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), the Bank may, in its sole discretion, set off against Indebtedness any and all amounts then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Bank's records subsequent thereto.
- (c) Upon the Debtor's failure to perform any of its duties under this Agreement, the Bank may, but shall not be obligated to, perform any or all of such duties, and the Debtor shall pay to the Bank, forthwith upon written demand therefor, an amount equal to the expense incurred by the Bank in so doing plus interest thereon from the date such expense is incurred until it is paid at the Prime Rate plus 5% per annum.
- (d) the Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, the debtors of the Debtor, sureties and others and with

Collateral and other security as the Bank may see fit without prejudice to the liability of the Debtor or the Bank's right to hold and realize the Security Interest. Furthermore, the Bank may demand, collect and sue on Collateral in either the Debtor's or the Bank's name, at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

- (e) No delay or omission by the Bank in exercising any right or remedy or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Bank may remedy any default by the Debtor under this Agreement or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (f) the Debtor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by the Bank.
- (g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights under this Agreement, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Bank. If more than one the Debtor executes this Security Agreement the obligations of such the Debtors under this Agreement shall be joint and several and solidary.
- (h) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties to this Agreement and no waiver of any provision shall be effective unless in writing.
- (i) Subject to the requirements of Clauses 13(f) and 14(j) of this Agreement, whenever the Bank or the Debtor is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given if delivered personally or sent by telecopier or by prepaid mail to the mailing address or telecopier number of the party stated below or to such other mailing or telecopier number as the party may notify to the other from time to time under this provision. Any such notice, request or other communication if delivered or mailed, shall be deemed to have been given when received and, if telecopied before 4:30 p.m. on a Business Day, shall be deemed to have been received on that day, and if telecopied at any other time, shall be deemed to have been received on the Business Day next following the date of transmission. The address of the Debtor is:

Strategic Vista Technologies Inc.
300 Alden Road
Markham, Ontario
L3R 4C1
Canada

Attention: Ken MacKenzie
Fax: 905-947-0138

The address of the Bank is:

Toronto Main
70 York Street, 2nd Floor
Toronto, Ontario
M5J 1S9
Canada

Attention: Edgar Aragon
Fax: 416-868-3804

- (j) This Security Agreement and the security afforded are in addition to all, and not in substitution for or merged in any, other security now or hereafter held by the Bank and is, and is intended to be a continuing Security Agreement and shall remain in full force and effect until all Indebtedness shall be paid in full.
- (k) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (l) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
- (m) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (n) Nothing contained in this Agreement shall in any way obligate the Bank to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.
- (o) The Security Interest created is intended to attach when this Security Agreement is signed by the Debtor and delivered to the Bank.
- (p) The Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties that the term "Debtor" when used in this Agreement shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted by this Agreement:

- (i) shall extend to "Collateral" (as that term is defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any Collateral thereafter owned or acquired by the amalgamated company.
- (ii) shall secure the "Indebtedness" (as that term is defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any Indebtedness of the amalgamated company to the Bank thereafter arising. The Security Interest shall attach to Collateral owned by each company amalgamating with the Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any Collateral thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.
- (q) It is agreed that *The Limitation of Civil Rights Act* of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act*, the Debtor agrees with the Bank that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.
- (r) This Security Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws applicable therein other than as regards the Hypothec which shall be governed by and construed in accordance with the laws of the Province of Quebec. The Debtor and the Bank irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and of Canada applicable therein in any action or proceeding arising out of or relating to this agreement other than any such action or proceeding arising out of or relating specifically to the Hypothec, and irrevocably agree that all such actions and proceedings may be heard and determined in such courts. The Debtor and the Bank irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Quebec and of Canada sitting in Quebec in any action or proceeding arising out of or relating specifically to the Hypothec, and irrevocably agree that all such actions and proceedings may be heard and determined in such courts. The Debtor and the Bank irrevocably waive, to the fullest extent possible, the defence of an inconvenient forum. The Debtor and the Bank agree that a judgment or order in any action or proceeding contemplated in this Clause 14(r) may be enforced in any jurisdiction in any manner provided by law. For greater certainty, the Bank may serve legal process in any manner permitted by law and may bring an action or proceeding against the Debtor or the property or assets of the Debtor in the courts of any province, state, country or other jurisdiction.
- (s) For purposes of the Province of Quebec, notice for application for registration in the register of personal and movable real rights of the Hypothec created herein can be made by either the Bank or the Debtor and the date after which such registration ceases to be effective is fixed at 10 years after the date of such registration. However, the Bank may unilaterally renew such registration before it ceases to be effective.
- (t) The records of the Bank shall be *prima facie* evidence of the balance of the Indebtedness at any time and from time to time, whether the Debtor is in default and whether any demand has been made.

- (u) The parties have expressly requested that in this document and all writings related thereto be drawn up in the English language.

16. **Copy of the Agreement.**

- (a) The Debtor acknowledges receipt of a copy of this Security Agreement.
- (b) The Debtor waives the Debtor's right to receive a copy of any financing statement or financing change statement registered by the Bank, or of any verification statement with respect to any financing statement or financing change statement registered by the Bank (Applies in all PPSA provinces except Ontario).


Dated as of October 4, 2004.

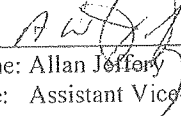
STRATEGIC VISTA TECHNOLOGIES INC.

by:  c.s.
Name: Ken MacKenzie
Title: Chief Financial Officer

Accepted:



HSBC BANK CANADA

by: 
Name: Edgar Aragon
Title: Assistant Vice-President

by: 
Name: Allan Jeffery
Title: Assistant Vice-President & Team Leader

(LoanTransact ID DocName: gsa - rbc with intellectual property)

SCHEDULE "A"

TRADE-MARK	REG./SER. NO.
SENTINEL CCTV	78/378,942
	2,379,743
	2,269,539

SCHEDULE "A"

1. Locations of the Debtor's Business Operations

300 Alden Road
Markham, Ontario
L3R 4C1
Canada

2. Locations of Records relating to Collateral

300 Alden Road
Markham, Ontario
L3R 4C1
Canada

3. Locations of Collateral

300 Alden Road
Markham, Ontario
L3R 4C1
Canada

Dena Empire Group
2 Child Drive
Aurora, Ontario
M1R 1A3
Canada

c/o NYK Logistics
6170 Belgrave Road
Mississauga, Ontario
L5R 4G8
Canada

4. Locations of Account Debtors

SCHEDULE "B"

Description of Specific Property

Intangible Property:

- Trademarks: Lorex, Home Sentinel, Sentinel CCTV
- Application Software for Digital Video Monitoring (DVM) Product Line
- Driver Software for DVM Product Line

SCHEDULE "C"

Description of Trade-marks, Trade Names, Licences and Patents

Trade-Marks

LOREX, HOME SENTINEL, SENTINEL CCTV

Trade Names

Licenses

SYLVANIA TRADEMARK LICENSE AGREEMENT
DATED MAY 1, 1999

Patents

NONE

SCHEDULE "D"

"Document of Title" means bills of lading, warehouse receipts and similar documents of title.

"Goods" means corporeal movable property.

"Instruments" means:

1. a bill, note or cheque within the meaning of the *Bills of Exchange Act* (Canada) or any other writing that evidences a right to the payment of money and is of a type that in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment.
2. a letter of credit and an advice of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder.

"Intangible" means incorporeal movable property.

"Inventory" means corporeal movable property that is held for sale or lease or that has been leased or that is to be furnished or that has been furnished under a contract of service, or that consists of raw materials, work in process or materials used or consumed in a business.

"Personal Property" means movable property.

"Proceeds" means identifiable or traceable movable property in any form derived directly or indirectly from any dealing with Hypothecated Property or the proceeds therefrom, and includes any payment representing indemnity or compensation for loss of or damage to the Hypothecated Property or proceeds therefrom.

"Security" means a document that is,

1. issued in bearer, order or registered form
2. of a type commonly dealt in upon securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment.
3. one of a class or series or by its terms is divisible into a class or series of documents.
4. evidence of a share, participation or other interest in property or in an enterprise or is evidence of an obligation of the issuer.