

01-24-2007

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103364858

# TRADEMARKS ONLY

2007 JAN 23 11:11:44

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new addresses below.

1-23-07

### 1. Name of conveying party(ies):

ARGOSY BRIDGE FUND L.P.I

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Canadian

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 15, 2006

- Assignment
- Security Agreement
- Other Release of assignment
- Merger
- Change of Name

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: x. eye Inc

Internal Address: \_\_\_\_\_

Street Address: 2425 Matheson Blvd.E.

City: Mississauga

State: Ontario

Country: Canada Zip: L6J5J7

- Association
  - General Partnership
  - Limited Partnership
  - Corporation
  - Other
- Citizenship \_\_\_\_\_
- Citizenship \_\_\_\_\_
- Citizenship Canadian
- Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)

2557564 and 2315312

Additional sheet(s) attached?  Yes  No

### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

x. eye and x. eye

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Heenan Blaikie LLP

Internal Address: Attn: Malcolm Boyd

Street Address: P.O. Box 185, Suite 2600  
South Tower, Royal Bank Plaza

City: Toronto

State: Ontario Zip: M5J 2J4

Phone Number: 416 643 6843

Fax Number: 416 360 8425

Email Address: mboyd@heenan.ca

### 6. Total number of applications and registrations involved:

2

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

M.W. Boyd  
Signature

Date \_\_\_\_\_

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01/23/2007 DRYRNE 00000197 255756

01 FC:8521  
02 FC:8522

THE BRIDGE FUND

TO: MMV Financial Inc.  
95 Wellington Street West, 22<sup>nd</sup> Floor  
Toronto, Ontario M5J 2N7

AND TO: x.eye Inc.  
2425 Matheson Blvd. E.  
Toronto, Ontario L4W 5K4

Dear Sirs:

RE: x.eye Inc. (the "Debtor")

We understand from our discussions with you that the Debtor intends to repay its indebtedness to Argosy Bridge Fund L.P. I ("Argosy") on June 15, 2006 (the "Payout Date").

Accordingly, please be advised that the following amounts are currently owing by the Debtor to Argosy:

Principal Amount outstanding as at June 15, 2006	Cdn.\$3,500,000
Accrued and Unpaid Interest to June 15, 2006 (inclusive)	Cdn.\$24,451.95
Legal Fees	Cdn.\$3,200.00
Total Amount (hereinafter referred to as the "Repayment Amount")	<u>Cdn.\$3,527,651.95</u>
Per Diem Interest Amount: (please note that per diem interest accrues on weekend days)	Cdn.\$1,630.13

If the Repayment Amount is not received by Argosy by 3:00 pm EST on the Payout Date, the Repayment Amount shall increase on such day, and after 3:00 pm on each day thereafter, by the Per Diem Interest Amount set out above until the Repayment Amount, as increased by the appropriate Per Diem Interest Amount, is received by Argosy.

Payment of the Repayment Amount, as increased by the appropriate Per Diem Interest Amount (as set out above), shall be made to Argosy by way of certified cheque or bank draft addressed to "Argosy Bridge Fund L.P. I" and delivered to its counsel, Ogilvy Renault LLP, at 200 Bay Street, Suite 3800, Royal Bank Plaza, South Tower, Toronto, ON M5J 2Z4.

Upon the receipt by Argosy of the Repayment Amount, as increased by the appropriate Per Diem Interest Amount (as set out above), all of the Debtor's indebtedness and obligations to Argosy

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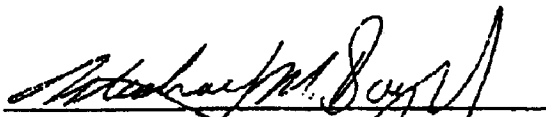
shall have been paid in full and all security interests, charges, pledges, mortgages, assignments, guarantees and security (the "Security") which Argosy has or had from, on or in respect of any property, assets, rights or undertaking of the Debtor shall "ipso facto" be released and discharged forever and Argosy shall not hold any security interests, charges, pledges, mortgages, assignments or security, in said loans or persons, nor deliver any further benefit therefrom or thereof.

Upon the receipt by Argosy of the Repayment Amount, as increased by the appropriate Per Diem Interest Amount (as set out above), Argosy hereby grants the authority to Debtor's counsel (including, without limitation, Heenan Blaikie LLP) and/or MMV Financial Inc.'s counsel to register all such documents, instruments, deeds, statements and other writings and to do all such other things as are necessary or required to be executed, delivered and done, as the case may be, to discharge all of the registrations, filings and recordings in respect of the Security including, without limitation, those described in the attached Schedule "A".

DATED the 15<sup>th</sup> day of June, 2006.

**ARGOSY BRIDGE FUND L.P. I by its  
General Partner ARGOSY BRIDGE  
MANAGEMENT INC.**

Per:

  
Name: Michael Boyd  
Title: President and C.E.O.

**SCHEDULE "A"**

**REGISTRATIONS TO BE DISCHARGED**

***ONTARIO PERSONAL PROPERTY SECURITY ACT***

<b><u>Secured Party</u></b>	<b><u>Debtor</u></b>	<b><u>Reference File No./Registration Number</u></b>
Argosy Bridge Fund L.P. I	x.eye Inc.	607064913 20040707 1030 1862 8032

RECEIPT

TO: MMV Financial Inc. and x.eye Inc.

RE: Payout of Loan Agreement between x.eye Inc. and Argosy Bridge Fund L.P.I. (the "Lender") dated as of July 20, 2004, as amended to the date hereof

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THE UNDERSIGNED hereby acknowledges receipt of a certified cheque in the amount of CDN \$3,537,432.73 payable to the Lender.

DATED this 21<sup>st</sup> day of June, 2006.

ARGOSY BRIDGE FUND L.P.I. by its  
solicitors, OGI VY RENAULT LLP

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

  
Suzana Lobo