

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MORTGAGE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Komunik Corporation-Corporation Komunik		06/08/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Capital (Canada) Inc.		
<b>Street Address:</b>	500 Rene-Levesque Blvd. West		
<b>City:</b>	Montreal		
<b>State/Country:</b>	QUEBEC		
<b>Postal Code:</b>	H2Y2C7		
<b>Entity Type:</b>	HSBC Capital (Canada) Inc.:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78502059	DATAMARK SYSTEMS	
<b>Registration Number:</b>	2698059	DATAMARK SYSTEMS	
<b>Registration Number:</b>	2819149	DATAMARK	
<b>Registration Number:</b>	2894306	IN TOUCH. ON TARGET.	
<b>Registration Number:</b>	2822547	D	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(514)866-2241		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	daniela.desimini@fmc-law.com		
<b>Correspondent Name:</b>	Fraser Milner Casgrain LLP/ D.DeSIMINI		
<b>Address Line 1:</b>	1, Place Ville-Marie		
<b>Address Line 2:</b>	suite 3900		
<b>Address Line 4:</b>	Montreal, QUEBEC H3B4M7		
<b>ATTORNEY DOCKET NUMBER:</b>	521767-23		

OP \$140.00 78502059

NAME OF SUBMITTER:	Farrah Auguste
Signature:	/Farrah Auguste/
Date:	08/24/2007

**Total Attachments: 10**

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HSBC Capital (Canada) Inc.  
**HYPOTHEC ON MOVEABLE PROPERTY**

**I - Hypothec**

1. For good and valuable consideration, the undersigned (“Customer”) hereby grants to **HSBC Capital (Canada) Inc.** (“Lender”) a hypothec on and a security interest in the following property (“hypothecated property”), for the sum of six million three hundred thousand Dollars (\$6,300,000), with interest at the rate of 25% per annum from the date hereof:

<i>Description of Property<sup>1</sup></i>	The universality of all of the movable property, rights and assets of the Customer, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated.
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2. The following property constitutes “hypothecated property” and, to the extent that it is not already specifically included in the property described in paragraph 1 or in section “A” of the attached schedule, is also charged by the hypothec and security interest constituted hereunder:

- (a) the proceeds of any sale, lease or other disposition of the property described in paragraph 1 or in section “A” of the attached schedule, any debt resulting from such sale, lease or other disposition, as well as any property acquired to replace the hypothecated property, the Customer not being hereby permitted to dispose of the hypothecated property in violation of the provisions hereof;
- (b) any insurance or expropriation indemnity payable in respect of the hypothecated property;
- (c) any rights attached to the hypothecated property, as well as the fruits and revenues produced thereby;
- (d) where the hypothecated property includes shares or securities, all shares and securities issued in replacement of these shares or securities;
- (e) all deeds, documents, registers, invoices and books of account evidencing the hypothecated property or relating thereto.

<sup>1</sup> If more space is required, use section “A” of the attached schedule.

## II - Obligations Secured

1. This hypothec and security interest are granted to secure the payment of all indebtedness and the fulfillment of all other obligations of the Customer to the Lender arising from this deed and from the following credit facility and any amendment thereto, renewal or replacement thereof or substitution therefor:

*Insert  
Description  
of Facility*

Credit facilities totaling \$5,250,000 granted by the Lender to the Customer pursuant to a credit agreement to be dated on or about June 12, 2007 (the “**Credit Agreement**”).

2. This hypothec and security interest are also granted to secure the fulfillment of all other present or future, direct or indirect, obligations of the Customer to the Lender.
3. This hypothec and security interest are also granted to secure the payment of all indebtedness and the fulfillment of all other obligations of   n/a  <sup>2</sup> to the Lender arising from the following credit facility and any renewal or replacement thereof or substitution therefor:

*) the hypothec also secures the obligations of a third party, this space should be completed and initialled by the Customer.*

## III - Representations

The Customer represents and warrants the following:

1. The Customer owns the hypothecated property free and clear of all real rights, hypothecs and security interests other than those described in section “B” of the attached schedule.
2. The hypothecated property is situated in the Province of Quebec, except for the property described in section “C” of the attached schedule.
3. The hypothecated property is not intended to be used in more than one province or country, except for the property described in section “D” of the attached schedule.
4. The Customer’s head or registered office (or domicile, if the Customer is an individual) is located at the address indicated in section “E” of the attached schedule.

#### **IV - Covenants**

1. The Customer shall inform the Lender without delay of any change in or to the Customer's name or to the veracity of the representations made in Article III.
2. The Customer shall pay, when due, all duties, taxes and charges relating to the hypothecated property and, unless otherwise agreed upon in writing by the Lender, any debt which could rank prior to the hypothec and security interest constituted hereunder. The Customer will furnish to the Lender, on demand, evidence that the payments described herein have been made.
3. The Customer shall insure the hypothecated property and keep it constantly insured for its full insurable value against damage caused by theft, fire and all other risks against which a prudent administrator would insure the hypothecated property. The Lender is hereby designated as the beneficiary of the indemnities payable under and in virtue of these policies and the Customer shall cause such designation to be inscribed in the policies. The Customer shall provide the Lender with a copy of each policy and, at least thirty (30) days prior to the expiration or cancellation of a policy, a copy of the renewal or replacement thereof.
4. The Customer shall do all things and sign all documents necessary for the hypothec and security interest constituted hereunder to have full effect and be constantly perfected and enforceable against third parties.
5. The Customer shall protect, use and adequately maintain the hypothecated property and exercise its activities in such a manner as to preserve its value. The Customer shall fully comply with all laws and regulations applicable to the operation of its enterprise and to the hypothecated property, including without limitation environmental laws and regulations.
6. The Customer shall keep all books, records and accounts that a prudent administrator would keep with respect to the hypothecated property and shall permit the Lender to examine and obtain copies of same.
7. The Customer shall keep the hypothecated property free of all real rights, hypothecs and security interests, save those to which the Lender has consented in writing.
8. The Customer shall not dispose of the hypothecated property or lease same, unless the Lender consents thereto in writing. However, the Customer may, if not in default hereunder, sell or lease its inventory in the ordinary course of carrying on its enterprise.

9. The Customer shall not change the use, destination or nature of the hypothecated property nor remove the hypothecated property from its present location, unless the Lender consents thereto in writing. If the Customer is a corporation, the Customer shall not amalgamate with another person nor commence winding-up proceedings, without the written consent of the Lender.
10. Where the hypothecated property includes inventory or accounts receivable, the Customer shall furnish to the Lender monthly a statement of the value of its inventory (calculated at the lesser of cost or market value) and a list of its accounts receivable indicating their amount and age.
11. The Customer shall furnish to the Lender all information reasonably required by it with respect to the hypothecated property or the Customer's compliance with the covenants and obligations contained herein. The Customer shall inform the Lender of any fact or event which could adversely affect the value of the hypothecated property or the financial condition of the Customer.
12. The Customer shall pay all costs related to this hypothec, including the costs incurred to perfect the rights of the Lender hereunder.
13. The Customer shall reimburse the Lender for all costs and expenses incurred by the Lender to exercise its rights or to fulfil the obligations of the Customer, with interest at the rate of interest applicable to the indebtedness owed to the Lender as described in the Credit Agreement referred to in Article II, Section 1. The prime rate of the Lender is the annual rate it announces as its reference rate for determining the rate of interest on loans in Canadian dollars it makes in Canada. The hypothec and security interest created hereby also secure the reimbursement of such costs and expenses, and the payment of such interest.

#### **V - Rights of the Lender**

1. The Lender may inspect or appraise the hypothecated property from time to time at the Customer's expense and shall be permitted access to the premises where the hypothecated property is located and to the Customer's places of business for that purpose. The Customer shall also permit the Lender to examine and take copies of all books of account and documents relating to the hypothecated property.
2. The Lender may, without being bound to do so, fulfil any or all of the obligations of the Customer hereunder.

3. Until the occurrence of an Event of Default, the Customer may collect all debts forming part of the hypothecated property until the Lender withdraws its authorization for the Customer to do so but the Customer must deposit all sums collected into its account at the Lender unless the Lender otherwise consents. Upon the occurrence of an Event of Default or until the Lender withdraws its authorization, the Lender shall collect such debts and shall be entitled to a reasonable commission which it may deduct from amounts collected.
4. Where the hypothecated property includes shares or securities, the Lender may, without being bound to do so, cause itself or its nominee to be registered as the holder of these shares or securities and exercise any right attached thereto, including any right to vote and any right of conversion or redemption.
5. If the Lender has possession of the hypothecated property, it shall have no obligation to maintain the use for which the hypothecated property is normally intended nor to make it productive nor to continue its use or operation.
6. The Customer constitutes and appoints the Lender its irrevocable attorney, with power of substitution, in order to do any act and to sign any document necessary or useful to the exercise of the rights conferred on the Lender hereunder.
7. The rights conferred on the Lender under this article V may be exercised by the Lender before or after default by the Customer hereunder.

## **VI - Defaults and Recourses**

1. The Customer shall be in default in each and every one of the following events:
  - (a) If any or all of the indebtedness or other obligations secured under this deed are not paid or performed when due;
  - (b) If any of the representations made in Article III is untrue;
  - (c) If the Customer does not fulfil any of its obligations hereunder;
  - (d) If the Customer is in default under any other contract or agreement between it and the Lender or under any other hypothec or security agreement affecting the hypothecated

- (e) If the Customer ceases to carry on its business, becomes insolvent or Bankrupt; or
  - (f) If any or all of the hypothecated property is seized or is subject to a taking of possession by a creditor, a receiver or any other person performing similar functions.
2. Upon the Customer's default, the Lender may terminate any obligation it may have to grant credit or make advances to the Customer and declare exigible all obligations of the Customer which are not yet due. The Lender may also exercise all legally available recourses upon such default and may realize its hypothec and security interest in accordance with the hypothecary rights provided in the Civil Code of Quebec.
  3. In order to realize its hypothec and security interest, the Lender may use the premises where the hypothecated property and other property of the Customer are situated at the expense of the Customer. Where the hypothecated property includes debts or rights of action, the Lender may compromise or transact with the debtors of these debts or rights of action and may grant releases and discharges thereto. Where the hypothecated property includes inventory, the Lender may complete the manufacture of such inventory and do all things necessary or useful to its sale.

## **VII - Additional Hypothec**

To secure the payment of interest not secured by the hypothec created at Article I and to further secure the performance of its obligations hereunder, the Customer hereby grants to the Lender a hypothec on and a security interest in the hypothecated property for an additional amount equal to twenty percent (20%) of the principal amount of the hypothec set forth in Article I.

## **VIII - General Provisions**

1. The hypothec and security interest created hereby are in addition to and not in substitution for any other hypothec or security interest held by the Lender.
2. This hypothec and security interest are continuing security and shall subsist notwithstanding the payment from time to time, in whole or in part, of any of the obligations secured hereby.



3. In each case provided in paragraph 1 of Article VI, the Customer shall be in default by the mere lapse of time, without the necessity of any notice or demand.
4. If the word "Customer" designates more than one person, each such person shall be solidarily liable to the Lender for the fulfillment of the obligations provided herein.
5. Any sum collected by the Lender in the exercise of its rights may be held by the Lender, as hypothecated property, or may be applied to the payment of the obligations secured hereby, whether or not due. The Lender shall have the choice of how any such sum
6. The exercise by the Lender of any recourse shall not preclude the Lender from exercising any other recourse provided hereunder or by law. All the recourses of the Lender are cumulative and not alternative. The failure of or forbearance by the Lender to exercise any recourse hereunder does not constitute a renunciation to the later exercise of such recourse. The Lender may exercise its recourses hereunder without being required to exercise any recourse against any other person liable for the payment of the obligations secured hereby or to realize any other security held for the payment of such obligations.
7. The Lender is only required to exercise reasonable care in the exercise of its rights and the performance of its obligations and, in any event, is only liable for its intentional fault or gross negligence.
8. The Lender may delegate the exercise of its rights or the performance of its obligations hereunder to another person. In that event, the Lender may furnish that person with any information it may have concerning the Customer or the hypothecated property.
9. "Dollars" or "\$" means Canadian dollars, unless the context requires otherwise.
10. The rights of the Lender hereunder shall benefit any successor of the Lender, including any person resulting from the amalgamation of the Lender with any other person.
11. Any notice to the Customer may be given at the address indicated below or any other address communicated in writing by the Customer to the Lender.

12. This agreement shall be governed and interpreted by the law in force in the Province of Quebec.
13. The parties hereto have expressly required that this agreement and all related documents be drawn up in the English language. Les parties aux présentes ont expressément demandé que cette convention et tout document y afférent soient rédigés en langue anglaise.

**THE CUSTOMER DECLARES HAVING READ THIS DOCUMENT AND HAVING RECEIVED ADEQUATE EXPLANATIONS OF THE NATURE AND SCOPE OF THE CUSTOMER'S OBLIGATIONS HEREUNDER.**

Signed at Montreal this 8th day of June, 2007.

Witnessed by:

Customer:

**KOMUNIK CORPORATION/  
CORPORATION KOMUNIK**

Per:

Name: Sébastien P. Demers

Title: Chief Financial Officer

**Schedule to the Hypothec on Movable Property executed  
this 8<sup>th</sup> day of June, 2007  
between **HSBC Capital (Canada) Inc.** and the Customer.**

A- Additional description of the hypothecated property:

n/a

B- Real rights, hypothecs or security interests encumbering the hypothecated property:

- conventional hypothec without delivery granted by the Customer in favour of the Business Development Bank of Canada (“**BDC**”) on May 12, 2003 and registered at the Register of Personal and Movable Real Rights (Quebec) (the “**RPMRR**”) on May 13, 2003 under number 03-0234949-0002;
- conventional hypothec without delivery granted by the Customer in favour of the BDC on November 2, 2004 and registered at the RPMRR on November 4, 2004 under number 04-0639743-0001;
- conventional hypothec without delivery granted by the Customer in favour of the BDC on January 25, 2005 and registered at the RPMRR on January 25, 2005 under number 05-0036582-0002; and
- conventional hypothec without delivery granted by the Customer in favour of HSBC Bank Canada on or about the date hereof.

C- Description of the hypothecated property not situated in the Province of Quebec:

n/a

D- Description of the hypothecated property intended to be used in more than one province or country:

n/a

E- Address of the Customer’s head or registered office (or domicile, if the Customer is an individual):

133 De La Commune Street West, 4th Floor, Montreal QC H2Y 2C7

This schedule forms an integral part of the above-mentioned agreement.

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**Signed at** Montreal this 8th day of June, 2007 .

Witnessed by:

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\_\_\_\_\_

**Customer:**

**KOMUNIK CORPORATION/  
CORPORATION KOMUNIK**

Per:

Name: Sébastien P. Demers

Title: Chief Financial Officer

