

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ross Video Limited		09/05/2007	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HSBC Bank Canada
<b>Street Address:</b>	131 Queen Street
<b>City:</b>	Ottawa
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	K1P0A1
<b>Entity Type:</b>	Schedule II chartered bank regulated under the Bank Act (Canada): CANADA

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	78671336	DASHBOARD
Serial Number:	78833122	SOFT METAL
Serial Number:	76654551	RUMBLE
Registration Number:	1178887	MLE
Registration Number:	1192477	ROSS
Registration Number:	1162514	ROSS
Registration Number:	1775735	MULTI-KEYER
Registration Number:	1993263	SPIRIT WIND
Registration Number:	2402338	SYNERGY
Registration Number:	2419719	ROSS GEAR
Registration Number:	2327366	SQUEEZE & TEASE
Registration Number:	3114267	ASPECTIZER
Registration Number:	3103962	SQUEEZE & TEASE WARP
Registration Number:	3116552	OVERDRIVE

**OP \$365.00 78671336**

**CORRESPONDENCE DATA**

Fax Number: (613)238-1078  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 613-238-3892  
Email: william\_w\_thompson@hsbc.ca  
Correspondent Name: William Thompson  
Address Line 1: 131 Queen Street  
Address Line 4: Ottawa, CANADA K1P0A1

**DOMESTIC REPRESENTATIVE**

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

<b>NAME OF SUBMITTER:</b>	Sean Etheridge
<b>Signature:</b>	/Sean Etheridge/
<b>Date:</b>	09/25/2007

**Total Attachments: 5**  
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 5, 2007, is made and entered to by Ross Video Limited, a Canada corporation (the "Grantor"), in favor of HSBC Bank Canada, a Schedule II chartered bank regulated under the Bank Act (Canada) (the "Bank").

### **RECITALS**

A. Grantor and/or its affiliates have entered into a General Security Agreement dated as of the 28<sup>th</sup> of August 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Bank, pursuant to which Bank has agreed to make loans to, and issue letters of credit for the account of Grantor and/or its affiliates, and pursuant to which certain obligations owed to the Bank are secured.

B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement to the Bank.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to the Bank a security interest in all right, title and interest of Grantor in, to and under, inter alia, certain patents, patent applications, trademark registrations, and trademark applications to secure the payment of all amounts owing by Grantor under the Credit Agreement.

### **TERMS**

1. In consideration of the mutual agreements set forth herein and in the Credit Agreement, Grantor does hereby grant to the Bank a first priority, continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- a. each patent and patent application identified in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof (the "Patent Collateral");
- b. each trademark and trademark application identified in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (the "Trademark Collateral");

2. This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Credit Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


3. Grantor hereby irrevocably authorizes Bank to, and Grantor shall when required by Bank, at any time and from time to time, take such action as shall be necessary to effectuate the Bank's rights hereunder and/or to perfect the security interest granted in the Trademark

Collateral and the Patent Collateral hereunder. Such actions may include, but are not limited to, the filing in any filing office of any financing statements and amendments thereto, and replacements continuations and amendments thereof. Grantor agrees to furnish any information necessary for such actions to the Bank promptly upon request. Grantor also hereby ratifies its authorization for Bank to have filed in any relevant jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

[signature page follows]

Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

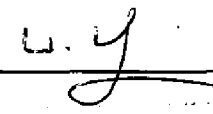
Ross Video Limited

By: 

Title: Treasurer

Dated: September 17, 2007

Acknowledged:  
HSBC Bank Canada

By: 

Title: \_\_\_\_\_

Dated: 25 September 2007

SCHEDULE 1

United States Patents and Patent Applications

Serial Number	Filing Date	Patent Number	Issue Date	Publication Number	Publication date
09/768,316	January 25, 2001	7,034,886	April 25, 2006	2005/017682	February 24, 2005
10/648,266	August 27, 2003			20050030432A1	February 10, 2005
11/072,502	March 7, 2005			2005-0212820A1	September 29, 2005
11/087,629	March 24, 2005			2005-0223106A1	October 6, 2005
11/087,830	March 24, 2005			2005-0219417A1	October 6, 2005
11/087,503	March 24, 2005			2005-0231643A1	October 20, 2005
60/907,665	April 13, 2007				

SCHEDULE 2

United States Trademarks and Trademark Applications

Application number	Application Date	Registration Number	Registration Date	Publication Date	Status
174,163	June 12, 1978	1,178,887	November 24, 1981		Registered
285,749	November 13, 1980	1,192,477	March 23, 1982		Registered
174,126	June 12, 1978	1,162,514	July 28, 1981		Registered
74/062,557	May 25, 1990	1,775,735	June 8, 1993		Registered
74/613,665	December 21, 1994	1,993,263	November 7, 1995		Registered
75/327,574	July 21, 1997	2,402,338	November 7, 2000		Registered
75/542,306	August 25, 1998	2,419,719	January 9, 2001		Registered
75/542,309	August 25, 1998	2,327,366	March 7, 2000		Registered
78/667,694	July 25, 2005	3,114,267	July 11, 2006	April 18, 2006	Registered
78/662,629	July 1, 2005	3,103,962	June 13, 2006	March 21, 2006	Registered
78/587,337	March 15, 2005	3,116,552	July 18, 2006	April 25, 2006	Registered
78/671,336	July 15, 2005			April 4, 2006	Filed
78/833,122	March 9, 2006				Filed
76/654,551	February 2, 2006				Filed