

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
Resolve Corporation		03/17/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	150 Wellington Street, 3rd Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 1J1
Entity Type:	Chartered bank: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78517074	ISTAR ONLINE
Serial Number:	76592463	RESOLVE PROMOTION PLANNER
Serial Number:	76580225	RESOLVE

CORRESPONDENCE DATA

Fax Number: (312)222-0818

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-222-5795

Email: lwdemarte@michaelbest.com

Correspondent Name: Luke DeMarte

Address Line 1: 180 N. Stetson Ave., Suite 2000

Address Line 2: Michael Best & Friedrich LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

019751-9001

DOMESTIC REPRESENTATIVE

900092602

TRADEMARK
REEL: 003666 FRAME: 0171

CH \$90.00 78517074

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

NAME OF SUBMITTER:

Luke DeMarte

Signature:

/luke demarte/

Date:

11/23/2007

Total Attachments: 27

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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of March 17, 2006 among Resolve Business Outsourcing Limited Partnership, a limited partnership established under the laws of the Province of Manitoba (the "**Canadian Borrower**"), RBO Trust, a trust established under the laws of the Province of Ontario ("**RBO Trust**"), RBO General Partner Inc., a corporation incorporated under the laws of the Province of Ontario ("**RBO GP**"), Resolve Corporation, a corporation amalgamated under the laws of Canada ("**New Resolve**"), CSRS Holdings, Ltd., a corporation incorporated under the laws of Canada ("**CSRS Holdings**"), CSRS Partnership Holding Inc., a corporation incorporated under the laws of the Province of Ontario ("**CSRS Partnership Holding**"), Canadian Securities Registration Systems, a partnership formed under the laws of the Province of British Columbia ("**CSRS Partnership**"), (the Canadian Borrower, RBO Trust, RBO GP, New Resolve, CSRS Holdings, CSRS Partnership Holding and CSRS Partnership are referred to herein individually, as "**Grantor**" and collectively, as "**Grantors**") and the Royal Bank of Canada, a Canadian chartered bank ("**RBC**") in its capacity as the Administrative Agent ("**Administrative Agent**") for itself and for all of the Lenders (as defined below) under the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among each Grantor, the other Persons named therein as Obligor, the Administrative Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, amended and restated, supplemented or otherwise modified, the "**Credit Agreement**"), the Lenders have agreed to make Advances and to incur Letter of Credit Obligations on behalf of the Borrowers;

WHEREAS, in order to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and the other Loan Documents and to induce the Lenders to make Advances and to incur Letter of Credit Obligations as provided for in the Credit Agreement, each Grantor has agreed to grant a continuing lien on the Collateral (as hereinafter defined) to secure the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.**

- (a) The terms "**Chattel Paper**", "**Document of Title**", "**Goods**", "**Instrument**", "**Intangible**", "**Security**", "**Proceeds**", "**Accession**", "**Money**", "**Account**", "**financing statement**" and "**financing change statement**" whenever used herein shall be interpreted in accordance with their respective meanings when used in the PPSA. Any reference herein to "**Collateral**" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof". The term "**Proceeds**", whenever used herein and interpreted as above, shall, by way of example, include trade-ins, equipment, money, bank accounts, notes, Chattel

Paper, Goods, contract rights, Accounts and any other personal property or obligations received when such Collateral or Proceeds are sold, exchanged, collected or otherwise disposed of or dealt with.

- (b) Other capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Encumbrance.**

- (a) To secure the prompt and complete payment, performance and observance of all of the Obligations and all renewals, extensions, restructurings and refinancings thereof, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, for the benefit of itself and the Lenders, an Encumbrance upon all of its right, title and interest in, to and under all of the present and future property, assets and undertakings, both real and personal, whether now owned by or owing to, or hereafter acquired by or arising ~~in favour of such Grantor (including under any trade names, styles or derivations~~ thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which being hereinafter collectively referred to as the "**Collateral**"), including:
 - (i) all Accounts;
 - (ii) all Chattel Paper;
 - (iii) all Documents of Title;
 - (iv) all general Intangibles (including payment intangibles and Software);
 - (v) all Goods (including Inventory, Equipment and Fixtures);
 - (vi) all Instruments;
 - (vii) all demand, time, savings, passbook or similar accounts maintained with a bank (collectively, "**Deposit Accounts**") by such Grantor;
 - (viii) all money, cash or cash equivalents of such Grantor; and
 - (ix) to the extent not otherwise included, all Proceeds, insurance claims and other rights to payment not otherwise included in the foregoing and products of the foregoing and all Accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.
- (b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce the Administrative Agent and the Lenders as aforesaid, each Grantor hereby grants to the Administrative Agent, for the benefit of itself and the Lenders, a right of setoff against the

property of such Grantor held by the Administrative Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to the Administrative Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

- (c) Notwithstanding Section 2(a), each Grantor's grant of security in trademarks (as defined in the *Trademarks Act* (Canada) under this Security Agreement shall be limited to a grant by such Grantor of a security interest in all of such Grantor's right, title and interest in such trademarks.
- (d) The Encumbrance granted hereby shall not extend or apply to, and Collateral shall not include, the last day of the term of any lease or agreement therefore, but upon enforcement of the Encumbrance, each Grantor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- (e) ~~Nothing in this Agreement shall constitute a grant of an Encumbrance in, or an assignment or attempted assignment of, and Collateral shall not include, any Securities, contract, licence, permit, franchise agreement or any rights or benefits obtained by or granted to a Grantor pursuant to any contract, licence, permit or franchise agreement which because of the provisions of any such contract, license, permit or franchise agreement or any agreement or contract relating thereto, or because of any law, such Encumbrance or assignment is not permitted or such Encumbrance or assignment requires the consent of a third party, unless such consent has been obtained. In each such case, such Grantor shall promptly, upon written request by the Administrative Agent, use commercially reasonable efforts to obtain the consent of any such third party and to the further assignment by the Administrative Agent to any third party as a result of the exercise by the Administrative Agent of remedies after demand. Upon such consent being obtained or waived, this Agreement shall apply to, and the Collateral shall include, the applicable Securities, contract, licence, permit, franchise agreement or other agreement and to the rights or benefits granted to the applicable Grantor pursuant to any such agreement or contract, without regard to this section and without the necessity of any further assurance to effect such Encumbrance or assignment. Unless and until the consent to the Encumbrance or assignment is obtained as provided above, the applicable Grantor shall, to the extent it may do so at law or pursuant to the provisions of the contract, licence, permit, franchise agreement or interest in question, hold all benefit to be derived from such Securities, contracts, rights, benefits, license, permit or franchise agreements in trust for the Administrative Agent (including, without limitation, the Grantor's beneficial interest in any Securities, contracts, rights, benefits, license, permit or franchise agreements or agreement which may be held in trust for the Administrative Agent by a third party), as additional security for payment of the Obligations and shall deliver up all such benefit to the Administrative Agent, for and on behalf of the Lenders, promptly upon demand by the Administrative Agent after an Event of Default which is continuing.~~

3. **Administrative Agent's and Lenders' Rights; Limitations on Administrative Agent's and Lenders' Obligations.**

- (a) It is expressly agreed by each Grantor that, anything herein or in any other Loan Document to the contrary notwithstanding, each Grantor shall remain liable under each of its respective contractual obligations, including all licenses, to observe and perform all the conditions and obligations to be observed and performed by it thereunder. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any contractual obligation by reason of or arising out of this Security Agreement or any other Loan Document or the granting herein of an Encumbrance thereon or the receipt by the Administrative Agent or any Lender of any payment relating to any contractual obligation pursuant hereto. Neither the Administrative Agent nor any Lender shall be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor under or pursuant to any contractual obligation, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contractual obligation, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.
- (b) At any time after an Event of Default has occurred and is continuing or at any time that the Administrative Agent has determined that set-offs or contra accounts pose a material risk to the Administrative Agent's ability to realize upon any Collateral, without prior notice to any Grantor, the Administrative Agent may notify each Grantor's Account debtors and all other Persons obligated on any of the Collateral that the Administrative Agent has a security interest therein, and that payments shall be made directly to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders. Upon the request of the Administrative Agent, each Grantor shall so notify its Account debtors and other Persons obligated on the Collateral. Once any such notice has been given to any Account debtor or other Person obligated on the Collateral, none of the Grantors shall give any contrary instructions to such Account debtor or other Person without the Administrative Agent's prior written consent.
- (c) The Administrative Agent may at any time in the Administrative Agent's own name, in the name of a nominee of the Administrative Agent or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with Account debtors, parties to contractual obligations, obligors in respect of Instruments and obligors in respect of Chattel Paper to verify with such Persons, to the Administrative Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper and/or payment intangibles. If a Default or Event of Default shall have occurred and be continuing, each Grantor, at its own expense, shall cause the independent chartered accountants then engaged by such Grantor to prepare and deliver to the Administrative Agent and each Lender at any time and from time to time

promptly upon the Administrative Agent's request the following reports with respect to such Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts as the Administrative Agent may request. Each Grantor, at its own expense, shall deliver to the Administrative Agent the results of each physical verification, if any, which such Grantor may in its discretion have made, or caused any other Person to have made on its behalf, of all or any portion of its Inventory.

4. **Representations and Warranties.** Each Grantor, jointly and severally, represents and warrants that:

- (a) Each Grantor has rights in and the power to transfer each item of the Collateral upon which it purports to grant an Encumbrance hereunder, free and clear of any and all Encumbrances other than Permitted Encumbrances and those Encumbrances listed on Schedule II.
- ~~(b) As of the Closing Date, no effective (i) security agreement, (ii) financing statement, (iii) equivalent security or Encumbrance instrument or (iv) continuation statement covering all or any part of the Collateral is on file or of record in any public office, except such as may have been filed (i) by any Grantor in favour of the Administrative Agent pursuant to this Security Agreement or the other Loan Documents, (ii) in connection with any other Permitted Encumbrances and (iii) in connection with those Encumbrances listed on Schedule II.~~
- (c) This Security Agreement is effective to create a valid and continuing Encumbrance on and, upon the filing of the appropriate financing statements listed on Schedule I hereto, a perfected Encumbrance in favour of the Administrative Agent, for the benefit of itself and the Lenders, on the Collateral with respect to which an Encumbrance may be perfected by filing pursuant to the PPSA. Such Encumbrance is prior to all other Encumbrances, except Permitted Encumbrances that would be prior to Encumbrances in favour of the Administrative Agent for the benefit of itself and the Lenders as a matter of law, and is enforceable as such as against any and all creditors of and purchasers from any of the Grantors (other than purchasers and lessees of Inventory in the ordinary course of business and non-exclusive licensees of general Intangibles in the ordinary course of business). None of the Grantors sells any Inventory to any Person on approval or on any other basis which entitles the customer to return, or which may obligate any Grantor to repurchase, such Inventory. No authorization, approval or consent is required to be obtained from any governmental authority or other Person for the grant of the security interest herein, the perfection thereof or the exercise by the Administrative Agent of its rights and remedies hereunder.
- (d) None of the Grantors has any interest in, or title to, any registered Intellectual Property except as set forth in Schedule II hereto. This Security Agreement is effective to create a valid and continuing Encumbrance on and, upon filing of this Security Agreement with the Canadian Intellectual Property Office and of the

financing statements pursuant to the PPSA and listed on Schedule I hereto, perfected Encumbrances in favour of the Administrative Agent on each Grantor's registered Intellectual Property and such perfected Encumbrances are enforceable as such as against any and all creditors of and purchasers from any Grantor. Upon completion of the filings referred to in the immediately preceding sentence, all action necessary or desirable to protect and perfect the Administrative Agent's Encumbrance on each Grantor's registered Intellectual Property shall have been duly taken.

5. **Covenants.** Without limiting any Grantor's covenants and agreements contained in the Credit Agreement and the other Loan Documents, each Grantor covenants and agrees with the Administrative Agent, for the benefit of itself and the Lenders, that from and after the date of this Security Agreement and until the Termination Date:

(a) Further Assurances; Pledge of Instruments; Chattel Paper.

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- (i) ~~At any time and from time to time, upon the written request of the Administrative Agent and at the sole expense of such Grantor, such Grantor shall promptly and duly execute and deliver any and all such further instruments and documents (including deeds of hypothec with respect to the Collateral located in the Province of Québec) and take such further actions as the Administrative Agent may reasonably deem desirable to obtain the full benefits of this Security Agreement and of the rights and powers herein granted, including (A) subject to Section 2(e) hereof, secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Administrative Agent of any contractual obligation, including any License, held by such Grantor and to enforce the security interests granted hereunder; and (B) filing any financing or financing change statements (or the applicable equivalent thereof) under Applicable Law with respect to the Encumbrances granted hereunder or under any other Loan Document.~~
- (ii) Unless the Administrative Agent shall otherwise consent in writing (which consent may be revoked), such Grantor shall deliver to the Administrative Agent all Collateral consisting of negotiable Documents of Title, certificated Shares, Chattel Paper and Instruments (in each case, accompanied by stock powers, or other instruments of transfer executed in blank) promptly after such Grantor receives the same. Upon acquiring any negotiable Document of Title, certificated Shares, Chattel Paper or Instrument, in each such case having a value in excess of the Equivalent Amount of C\$50,000, such Grantor will provide prompt written notice thereof to the Administrative Agent.
- (iii) Such Grantor shall obtain authenticated letters of control from each issuer of uncertificated securities, securities intermediary, or commodities

intermediary issuing or holding any financial assets or commodities to or for such Grantor.

- (iv) Such Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file any financing statements and financing change statements (or the applicable equivalent thereof) without the signature of such Grantor to the extent permitted by law.
- (b) **Maintenance of Records.** Such Grantor shall keep and maintain, at its own cost and expense, satisfactory and complete records of the Collateral, including a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral.
- (c) **Covenants Regarding Intellectual Property.**
 - (i) Such Grantor shall notify the Administrative Agent immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the Canadian Intellectual Property Office or the United States Patent and Trademark Office or the United States Copyright Office or any court) regarding such Grantor's ownership of any Intellectual Property, its right to register the same, or to keep and maintain the same.
 - (ii) Such Grantor shall execute and deliver any and all intellectual property security agreements as the Administrative Agent may request to evidence the Administrative Agent's Encumbrance on all Intellectual Property, and the general Intangibles of Grantor relating thereto or represented thereby.
 - (iii) Such Grantor shall take all actions necessary or requested by the Administrative Agent to maintain and pursue (and not abandon) each application, to obtain the relevant registration and to maintain the registration of the Intellectual Property (now or hereafter existing), including the filing of applications for renewal, affidavits or declarations of use, affidavits of non-contestability and opposition and interference and cancellation proceedings, unless such Grantor shall determine that such Intellectual Property is not material to the conduct of its business.
- (d) **Limitation on Encumbrances on Collateral.** Such Grantor will not create, permit or suffer to exist, and will defend the Collateral against, and take such other action as is necessary to remove, any Encumbrance on any of the Collateral except Permitted Encumbrances, and will defend the right, title and interest of the Administrative Agent and the Lenders in and to any of such Grantor's rights under the Collateral against the claims and demands of all Persons whomsoever.

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- (e) **Further Identification of Collateral.** Such Grantor will, if so requested by the Administrative Agent, furnish to the Administrative Agent, as often as the Administrative Agent requests, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. Grantor shall use reasonably commercially efforts to promptly notify the Administrative Agent in writing upon acquiring any interest hereafter in property that is of a type where a security interest or lien must be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation.
- (f) **Certificates of Status.** If and whenever requested by the Administrative Agent, such Grantor shall provide to the Administrative Agent a certificate of status (or equivalent) from its jurisdiction of incorporation.
- (g) **Terminations; Amendments Not Authorized.** Such Grantor acknowledges that ~~it is not authorized to file any financing change statement with respect to any~~ financing statement filed in favour of the Administrative Agent without the prior written consent of the Administrative Agent and agrees that it will not do so without the prior written consent of the Administrative Agent except to preserve, protect or extend the Administrative Agent's perfected Encumbrance in the Collateral.
- (h) **Use of Collateral.** Such Grantor will do nothing to impair the rights of the Administrative Agent in any of the Collateral.

6. **Administrative Agent's Appointment as Attorney-In-Fact.**

On the Closing Date, each Grantor shall execute and deliver to the Administrative Agent a power of attorney (the "Power of Attorney") substantially in the form attached hereto as Exhibit A. The power of attorney granted pursuant to the Power of Attorney is a power coupled with an interest and shall be irrevocable until the Termination Date or other release of the Grantor from its obligations hereunder. The powers conferred on the Administrative Agent, for the benefit of itself and the Lenders, under the Power of Attorney are solely to protect the Administrative Agent's interests (for the benefit of itself and the Lenders) in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent agrees that (a) except for the powers granted in clause (h) of the Power of Attorney, it shall not exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing, and (b) the Administrative Agent shall account for any moneys received by the Administrative Agent in respect of any foreclosure on or disposition of Collateral pursuant to the Power of Attorney provided that none of the Administrative Agent nor any Lender shall have any duty as to any Collateral, and the Administrative Agent and Lenders shall be accountable only for amounts they actually receive as a result of the exercise of such powers. NONE OF THE ADMINISTRATIVE AGENT, THE LENDERS OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE RESPONSIBLE TO ANY

GRANTOR FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, NOR FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

7. Remedies; Rights Upon Default.

- (a) Upon the occurrence of and during the continuance of any Event of Default, the Administrative Agent may appoint or reappoint by instrument in writing, any Person or Persons, whether an officer or officers or an employee or employees of the Administrative Agent or not, to be an interim receiver, receiver or receivers (hereinafter called a "**Receiver**", which term when used herein 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/her/its stead. Any such Receiver shall, so far as concerns responsibility for his/her/its acts, ~~be deemed the agent of the Grantors and not the Administrative Agent or any of the Lenders, and neither the Administrative Agent nor any Lender shall be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver or his/her/its servants, agents or employees. Subject to the provisions of the instrument appointing him/her/it, 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 any Grantor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including each Grantor, enter upon, use and occupy all premises owned or occupied by a Grantor 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 a Grantor's business or as security for loans or advances to enable the Receiver to carry on a Grantor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Administrative Agent, all money received from time to time by such Receiver in carrying out his/her/its appointment shall be received in trust for and be paid over to the Administrative Agent. Every such Receiver may, in the discretion of the Administrative Agent, be vested with all or any of the rights and powers of the Administrative Agent.~~
- (b) Upon and during the continuance of any Event of Default, the Administrative Agent may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of Section 7(a).
- (c) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof, and, the Administrative Agent also may sell,

license, 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 Administrative Agent may seem reasonable and in compliance with applicable law.

- (d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between any Grantor and the Administrative Agent and any Lender, and in addition to any other rights the Administrative Agent or the Lenders may have at law or in equity, the Administrative Agent shall have, both before and after the occurrence of any Event of Default, all rights and remedies of a secured party under the PPSA. However, the Administrative Agent shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, the Administrative Agent or the Lenders shall not have any 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 either the Administrative Agent's or any Lender's possession, and shall not be liable or accountable for failure to do so.
- (e) Each Grantor acknowledges that, after and during the continuance of an Event of Default, the Administrative Agent or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and each Grantor agrees upon request from the Administrative Agent or any such Receiver to assemble and deliver possession of Collateral and make it available to the Administrative Agent at a place or places designated by the Administrative Agent which are reasonably convenient to the Administrative Agent and such Grantor, whether at such Grantor's premises or elsewhere. Without limiting the foregoing, the Administrative Agent shall also have the right to require that each Grantor store and keep any Collateral pending further action by the Administrative Agent or any Receiver appointed by it, and while Collateral is so stored or kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain Collateral in good condition. To the maximum extent permitted by Applicable Law, each Grantor waives all claims, damages, and demands against the Administrative Agent, any Lender or any Receiver appointed by the Administrative Agent arising out of the repossession, retention or sale of the Collateral except such as arise solely out of the gross negligence or willful misconduct of the Administrative Agent, any Lender or any Receiver appointed by the Administrative Agent as finally determined by a court of competent jurisdiction. The Administrative Agent will give each Grantor 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. Notwithstanding any such notice of sale, the Administrative Agent shall not be obligated to make any sale of Collateral. In connection with any sale, lease, license or other disposition of Collateral, the Administrative Agent may disclaim any warranties that might arise in connection therewith and the Administrative Agent shall have no obligation to provide any

warranties at such time. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations, including any legal fees or other expenses incurred by the Administrative Agent or any Lender to collect such deficiency.

- (f) Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.
- (g) To the extent that Applicable Law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is not commercially unreasonable for the Administrative Agent (i) to fail to incur expenses reasonably deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account debtors or other Persons obligated on Collateral or to remove Encumbrances on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation (vi) to contact other Persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 7(g) is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would not be commercially unreasonable in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7(g). Without limitation upon the foregoing,

nothing contained in this Section 7(g) shall be construed to grant any rights to any Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Security Agreement or by Applicable Law in the absence of this Section 7(g).

- (h) Neither the Administrative Agent nor any Lender shall be required to make any demand upon, or pursue or exhaust any of their rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations. The Administrative Agent 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 Grantors, debtors of Grantors, any other Person, sureties and others and with Collateral and other security as the Administrative Agent may see fit without prejudice to the liability of a Grantor or the Administrative Agent's right to hold and realize the Encumbrance granted hereunder. Furthermore, without limiting any other provision hereof, after and during the continuance of an Event of Default, ~~the Administrative Agent may demand, collect and sue on Collateral in~~ either a Grantor's or the Administrative Agent's name, at the Administrative Agent's option, and may endorse a Grantor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral. Nothing herein contained shall in any way obligate the Administrative Agent to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Obligations.
8. **Grant of License to Use Property.** For the purpose of enabling the Administrative Agent to exercise rights and remedies under Section 7 hereof (including, without limiting the terms of Section 7 hereof, in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, lease, license, assign, give an option or options to purchase or otherwise dispose of Collateral) at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Administrative Agent, for the benefit of itself and Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all Software and programs used for the compilation or printout thereof and an irrevocable license (exercisable without payment of rent or other compensation to such Grantor) to use and occupy all real estate owned or leased by such Grantor.
9. **Limitation on Administrative Agent's and Lenders' Duty in Respect of Collateral.** The Administrative Agent and each Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Administrative Agent nor any Lender shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Administrative Agent or such Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Administrative Agent shall be deemed to have

exercised reasonable care in the custody and preservation the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property. The Administrative Agent shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehousemen, carrier, forwarding agency, consignee or other agent or bailee selected by the Administrative Agent in good faith.

10. **No Waiver.** No delay or omission by the Administrative Agent in exercising any right or remedy hereunder or with respect to any of the Obligations 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 Administrative Agent may remedy any default by a Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by such Grantor. All rights and remedies of the Administrative Agent granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
11. **Waiver of Protest.** Each Grantor waives protest of any Instrument constituting Collateral at any time held by the Administrative Agent on which such Grantor is in any way liable and, subject to Section 7(e) hereof, notice of any other action taken by the Administrative Agent, each to the extent permitted by Applicable Law.
12. **Reinstatement.** This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee or similar Person be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
13. **Expenses and Legal Fees.** Without limiting any Grantor's obligations under the Credit Agreement or the other Loan Documents, each Grantor agrees to promptly pay all fees, costs and expenses (including reasonable legal fees and expenses and allocated costs of internal legal staff) incurred in connection with (a) protecting, storing, warehousing, appraising, insuring, handling, maintaining and shipping the Collateral, (b) creating, perfecting, maintaining and enforcing the Administrative Agent's Encumbrances and (c) collecting, enforcing, retaking, holding, preparing for disposition, processing and disposing of Collateral.

14. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.
15. **Limitation by Law.** All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling, and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.
- ~~16. The security interest granted hereunder shall be automatically released, without further action by the Administrative Agent or the Lenders, from any of the collateral (but not the Proceeds thereof) which is disposed of by a Grantor in compliance with the terms of the Credit Agreement.~~
17. **Attachment.** The Encumbrance created hereby is intended to attach when this Security Agreement is signed by each Grantor and delivered to the Administrative Agent.
18. **Amalgamation.** Each Grantor acknowledges and agrees that, in the event it amalgamates with any other company or companies, it is the intention of the parties hereto that the term "Grantor", when used herein, shall apply to each of the amalgamating companies and to the amalgamated company, such that the Encumbrance granted hereby:
- (a) shall extend to "Collateral" (as that term is herein 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, and
 - (b) shall secure all "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Administrative Agent and Lenders at the time of amalgamation and all "Obligations" of the amalgamated company to the Administrative Agent and the Lenders thereafter arising. The Encumbrance shall attach to all "Collateral" owned by each company amalgamating with Grantor, and by the amalgamated company, at the time of the amalgamation, and shall attach to all "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.
19. **Termination of this Security Agreement.** Subject to Section 12 hereof, this Security Agreement shall terminate upon the Termination Date.

20. **Successors and Assigns.** This Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no Grantor may assign any of its rights or obligations hereunder without the written consent of the Lenders as provided for in the Credit Agreement. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Encumbrance granted to the Administrative Agent, for the benefit of itself and Lenders, hereunder.
21. **Counterparts.** This Security Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts taken together shall constitute but one in the same instrument. This Security Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. This Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by the Administrative Agent, electronic means, all of which shall be equally valid.
-
22. **Applicable Law.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS.
23. **Headings.** Section headings are included herein for convenience of reference only and shall not constitute a part of this Security Agreement for any other purposes or be given substantive effect.
24. **Benefit of Lenders.** All Encumbrances granted or contemplated hereby shall be for the benefit of the Administrative Agent and the Lenders, and all proceeds or payments realized from Collateral in accordance herewith shall be applied to the Obligations in accordance with the terms of the Credit Agreement.

SECURITY AGREEMENT

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**RESOLVE BUSINESS OUTSOURCING LIMITED
PARTNERSHIP, by its general partner RBO
GENERAL PARTNER INC.**

By _____

Name:

Title:

**RESOLVE CORPORATION in its capacity as
attorney, for and on behalf of the trustees of
RBO TRUST**

By _____

Name:

Title:

RBO GENERAL PARTNER INC.

By _____

Name:

Title:

RESOLVE CORPORATION

By _____

Name:

Title:

SECURITY AGREEMENT

CSRS HOLDINGS, LTD.

By _____

Name:

Title:

CSRS PARTNERSHIP HOLDING INC.

By _____

Name:

Title:

**CANADIAN SECURITIES REGISTRATION
SYSTEMS, by its general partner CSRS
HOLDINGS, LTD.**

By _____

Name:

Title:

**ROYAL BANK OF CANADA, as Administrative
Agent**

By _____

Name:

Title:

TRADEMARK

REEL: 003666 FRAME: 0189

CSRS HOLDINGS, LTD.

By _____
Name:
Title:

CSRS PARTNERSHIP HOLDING INC.

By _____
Name:
Title:

**CANADIAN SECURITIES REGISTRATION
SYSTEMS, by its general partner CSRS
HOLDINGS, LTD.**

By _____
Name:
Title:

**ROYAL BANK OF CANADA, as Administrative
Agent**

By David Wheatley
Name:
Title: David Wheatley
Manager, Agency

SCHEDULE I
to
SECURITY AGREEMENT
Filing Jurisdictions

RESOLVE BUSINESS OUTSOURCING LIMITED PARTNERSHIP
RBO TRUST
RBO GENERAL PARTNER INC.
RESOLVE CORPORATION
CSRS HOLDINGS, LTD.
CSRS PARTNERSHIP HOLDING INC.
CANADIAN SECURITIES REGISTRATION SYSTEMS

We have filed financing statements for the above Obligors in each of the jurisdictions listed below:

Nova Scotia
Prince Edward Island
New Brunswick
Quebec
Ontario
Manitoba
Alberta
British Columbia

SCHEDULE II
to
SECURITY AGREEMENT

Intellectual Property

Copyrights

	Owner	Registration Number	Registration Date	Title	Registered Security Interests and Copyright Assignments
1	391705 B.C. Ltd.	425908	July 28, 1993	PPSA Management Systems	391705 B.C. Ltd. has a registered Grant of Interest for the registered work "PPSA Management Systems" (reg. # 44745)
2	Centre de Recherches et d'Analyses sur les Corporations Ltee (C.R.A.C.)	423204	April 21, 1993	Certificat d'actions corporatif	none
3	Centre de Recherches et d'Analyses sur les Corporations Ltee (C.R.A.C.)	433610	June 2, 1994	Livre de minutes corporatives	none
4	Centre de Recherches et d'Analyses sur les Corporations Ltee (C.R.A.C.)	482929	February 9, 2000	Certificat d'authenticité	none
5	Centre de Recherches et d'Analyses sur les Corporations Ltee (C.R.A.C.)	44645	April 5, 1993	Certificat d'action corporatif	C.R.A.C. has a registered Grant of Interest for the unregistered work "Certificat d'action corporatif" (reg. # 44645)
6	Centre de Recherches et d'Analyses sur les Corporations Ltee (C.R.A.C.)	493808	September 25, 2001	Incoweb	none

Trademarks

RESOLVE MARKS

Owner	Country	Application/Registration Number	Registration Date	Mark	Registered Security Interests
DDS Distribution Services Ltd.	United States	2,848,684	June 1, 2004	ORDERFRONT	None
Resolve Corporation	Canada	TMA637,167	April 12, 2005	RESOLVE PROMOTION PLANNER	None
Resolve Corporation	Canada	TMA636,664	April 1, 2005	RESOLVE	None
Resolve Corporation	United States	78/517,074	n/a	ISTAR ONLINE	None

Resolve Corporation	United States	76/592,463	Mark was published for opposition purposes in October, 2005 - opposition period has now passed	RESOLVE PROMOTION PLANNER	None
Resolve Corporation	United States	76/580,225	Mark was published for opposition purposes in October, 2005 - opposition period has now passed	RESOLVE	None
Herbert A. Watts Limited	Canada	TMA459,045	June 7, 1996	INSPECTOR AUDIT	None.
Herbert A. Watts Limited	Canada	TMA450,363	November 17, 1995	ACU-SCAN	None.
Herbert A. Watts Limited	Canada	TMA450,364	November 17, 1995	ACU-PLAN	None.
Herbert A. Watts Limited	Canada	1,055,743	not registered	eWatts	None.

CSRS MARKS

Owner	Country	Application/Registration Number	Registration Date	Mark	Registered Security Interests
391705 B.C. Ltd.	Canada	TMA466,589	November 29, 1996	CSRS	Yes - Bank of Nova Scotia - 6/25/04 and W. Weaver Investments No. 2 Ltd. -9/24/04
391705 B.C. Ltd.	Canada	TMA399,117	June 12, 1992	PPSA MANAGEMENT SYSTEMS	Yes - Bank of Nova Scotia - 6/25/04 and W. Weaver Investments No. 2 Ltd. -9/24/04
BDP Business Data Services Limited	Canada	TMA567,177	September 11, 2002	BDP-TRANSPRO	None
BDP Business Data Services Limited	Canada	TMA567,179	September 11, 2002	BDP-IMARS	None
BDP Business Data Services Limited	Canada	TMA567,182	September 11, 2002	BDP-APPRO	None
BDP Business Data Services Limited	Canada	TMA567,181	September 11, 2002	BDP-DOCSMART	None
BDP Business Data Services Limited	Canada	TMA567,180	September 11, 2002	BDP-ECLAIMS	None
BDP Business Data Services Limited	Canada	TMA567,178	September 11, 2002	BDP-PAYSMART	None
BDP Business Data Services Limited	Canada	TMA567,176	September 11, 2002	CLIENTSTAR	None

Owner	Country	Application/ Registration Number	Registration Date	Mark	Registered Security Interests
CCNS Corporate Services Ltd.	Canada	TMA462,889	August 30, 1996	CCNS SEARCH ANALYZER	Yes - Bank of Nova Scotia - 6/25/04 and W. Weaver Investments No. 2 Ltd. - 8/30/04
CCNS Corporate Services Ltd.	Canada	TMA485446	November 13, 1997	ONLI	Yes - Bank of Nova Scotia - 6/25/04 and W. Weaver Investments No. 2 Ltd. - 8/30/04
CCNS Corporate Services Ltd.	Canada	TMA459,732	June 21, 1996	THE ONLI INFORMATION PLACE	Yes - Bank of Nova Scotia - 6/25/04 and W. Weaver Investments No. 2 Ltd. - 8/30/04
CCNS Corporate Services Ltd.	Canada	TMA446,718	August 25, 1995	TITLE ANALYZER	Yes - Bank of Nova Scotia - 6/25/04 and W. Weaver Investments No. 2 Ltd. - 8/30/04
CCNS Corporate Services Ltd.	Canada	TMA464687	October 25, 1996	ONLI GATEWAY	Yes - Bank of Nova Scotia - 6/25/04 and W. Weaver Investments No. 2 Ltd. - 8/30/04
CCNS Corporate Services Ltd.	Canada	TMA232486	March 30, 1979	CCNS	Yes - Bank of Nova Scotia - 7/26/04 and W. Weaver Investments No. 2 Ltd. - 8/30/04
CCNS Corporate Services Ltd.	Canada	TMA474,832	April, 16, 1997	SWITCHPLUS	Yes - Bank of Nova Scotia - 6/25/04 and W. Weaver Investments No. 2 Ltd. - 8/30/04
CCNS Corporate Services Ltd.	Canada	TMA477,439	June 10, 1997	CCNS THE INFORMATION PLACE & Design	Yes - Bank of Nova Scotia - 6/25/04 and W. Weaver Investments No. 2 Ltd. - 8/30/04
CCNS Corporate Services Ltd.	Canada	TMA390,261	November 15, 1991	SANDRINGHA M	Yes - Bank of Nova Scotia - 6/25/04 and W. Weaver Investments No. 2 Ltd. - 8/30/04
CCNS Corporate Services Ltd.	Canada	TMA386,435	July 5, 1991	4-IN-1	Yes - Bank of Nova Scotia - 6/25/04 and W. Weaver Investments No. 2 Ltd. - 8/30/04
C.R.A.C. Corporate Research and Analysis Centre Ltd.	Canada	TMA619,793	September 16, 2004	CPI - IPC	None.

Owner	Country	Application/ Registration Number	Registration Date	Mark	Registered Security Interests
C.R.A.C. Corporate Research and Analysis Centre Ltd.	Canada	TMA581,936	May 20, 2003	CENTRE DE PROPRIETE INTELLECTUEL LE - INTELLECTUAL PROPERTY CENTRE	None.
C.R.A.C. Corporate Research and Analysis Centre Ltd.	Canada	TMA555,116	December 16, 2001	INCOWEB	None.
C.R.A.C. Corporate Research and Analysis Centre Ltd.	Canada	1,248,808	not registered	CORPOGICIEL	None.
C.R.A.C. Corporate Research and Analysis Centre Ltd.	Canada	TMA469,838	January 28, 1997	CRAC	None.
C.R.A.C. Corporate Research and Analysis Centre Ltd.	Canada	TMA384,365	May 10, 1991	IP	None.
C.R.A.C. Corporate Research and Analysis Centre Ltd.	Canada	TMA352,047	February 24, 1989	NORAM	None.
C.R.A.C. Corporate Research and Analysis Centre Ltd.	Canada	TMA348,141	November 18, 1988	INFO-CRAC	None.
C.R.A.C. Corporate Research and Analysis Centre Ltd.	Canada	TMA244,977	May 16, 1980	C.R.A.C.	None.

EXHIBIT "A"

POWER OF ATTORNEY

This Power of Attorney is executed and delivered by each of Resolve Business Outsourcing Limited Partnership, a limited partnership established under the laws of the Province of Manitoba (the "**Canadian Borrower**"), RBO Trust, a trust established under the laws of the Province of Ontario ("**RBO Trust**"), RBO General Partner Inc., a corporation incorporated under the laws of Ontario ("**RBO GP**"), Resolve Corporation, a corporation amalgamated under the laws of Canada ("**New Resolve**"), CSRS Holdings Ltd., a corporation amalgamated under the laws of Canada ("**CSRS Holdings**"), CSRS Partnership Holding Inc., a corporation incorporated under the laws of Ontario ("**CSRS Partnership Holding**"), Canadian Securities Registration Systems, a partnership formed under the laws of British Columbia ("**CSRS Partnership**"), (the Canadian Borrower, the Trust, RBO GP, New Resolve, CSRS Holdings, CSRS Partnership Holding and CSRS Partnership are referred to herein individually as "**Grantor**" and collectively as, "**Grantors**") to the Royal Bank of Canada, a Canadian chartered bank (hereinafter referred to as "**Attorney**"), as Administrative Agent for the benefit of itself and the Lenders, under a Credit Agreement and a Security Agreement, both dated as of March ___, 2006, and other related documents (as such documents may be amended, amended and restated, supplemented or otherwise modified, the "**Loan Documents**"). No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall be required to inquire into or seek confirmation from any Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and each Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or cancelled by any Grantor without Attorney's written consent.

Each Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as such Grantor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Loan Documents and, without limiting the generality of the foregoing, each Grantor hereby grants to Attorney the power and right, on behalf of such Grantor, without notice to or assent by any Grantor, and at any time, to do the following: (a) change the mailing address of such Grantor, open a post office box on behalf of such Grantor, open mail for such Grantor, and ask, demand, collect, give acquittances and receipts for, take possession of, endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with any property of such Grantor; (b) effect any repairs to any asset of such Grantor, or continue to obtain any insurance and pay all or any part of the premiums therefor and costs thereof, and make, settle and adjust all claims under such policies of insurance, and make all determinations and decisions with respect to such

policies; (c) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against such Grantor or its property; (d) defend any suit, action or proceeding brought against such Grantor if such Grantor does not defend such suit, action or proceeding or if Attorney believes that such Grantor is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate; (e) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to such Grantor whenever payable and to enforce any other right in respect of such Grantor's property; (f) cause the independent chartered accountants then engaged by such Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, the following reports: (1) a reconciliation of all accounts, (2) an aging of all accounts, (3) trial balances, (4) test verifications of such accounts as Attorney may request, and (5) the results of each physical verification of inventory; (g) communicate in its own name with any party to any contract with regard to the assignment of the right, title and interest of such Grantor in and under the contract and other matters relating thereto; (h) to file such financing statements with respect to the Security Agreement, with or without such Grantor's signature, or to file a photocopy of the Security Agreement in substitution for a financing statement, as Administrative Agent may deem appropriate, and to execute in such Grantor's name such financing statements and amendments thereto and continuation statements which may require such Grantor's signature; (i) execute, in connection with any sale provided for in any Loan Document, any endorsements, assignments or other instruments of conveyance or transfer with respect to any collateral subject to the Loan Documents and to otherwise direct such sale or resale; (j) exercise the rights of such Grantor with respect to the obligation of all account debtors to make payment or otherwise render performance to such Grantor; (k) exercise the rights of such Grantor to, and take any and all actions that Attorney deems appropriate to realize the benefit of, any intellectual property; and (l) assert any claims such Grantor may have, from time to time, against any other party to any contract to which such Grantor is a party and to otherwise exercise any right or remedy of such Grantor thereunder, all as though Attorney were the absolute owner of the property of such Grantor for all purposes, and to do, at Attorney's option and such Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon such Grantor's property or assets and Attorney's liens thereon, all as fully and effectively as such Grantor might do. Each Grantor hereby ratifies, to the extent permitted by law, all that said Attorney shall lawfully do or cause to be done by virtue hereof.

THIS POWER OF ATTORNEY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT PROVINCE.

IN WITNESS WHEREOF, this Power of Attorney is executed by each Grantor pursuant to the authority of its board of directors this ____ day of March, 2006.

[signature pages to follow]

**RESOLVE BUSINESS OUTSOURCING LIMITED
PARTNERSHIP, by its general partner RBO
GENERAL PARTNER INC.**

By _____
Name:
Title:

**RESOLVE CORPORATION in its capacity as
attorney, for and on behalf of the trustees of
RBO TRUST**

By _____
Name:
Title:

RBO GENERAL PARTNER INC.

By _____
Name:
Title:

RESOLVE CORPORATION

By _____
Name:
Title:

CSRS HOLDINGS, LTD.

By _____
Name:
Title:

CSRS PARTNERSHIP HOLDING INC.

By _____
Name:
Title:

**CANADIAN SECURITIES REGISTRATION
SYSTEMS, by its general partner CSRS
HOLDINGS, LTD.**

By _____
Name:
Title:
