

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
Canoe Financial LP		05/16/2008	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia, as Administrative Agent		
Street Address:	40 King Street West, Scotia Plaza, 62nd Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5W 2X6		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2409762	ENERVEST	
CORRESPONDENCE DATA			
Fax Number:	(141)686-5704		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	1-416-865-7152		
Email:	sharon.groom@mcmillan.ca		
Correspondent Name:	McMillan LLP		
Address Line 1:	181 Bay Street, Brookfield Place, 4400		
Address Line 4:	Toronto, CANADA M5J 2T3		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

OP \$40.00 2409762

TRADEMARK

NAME OF SUBMITTER:	/Sharon Groom c/o McMillan LLP/
Signature:	/Sharon Groom/
Date:	10/02/2008
Total Attachments: 4 source=CANOE#page1.tif source=CANOE#page2.tif source=CANOE#page3.tif source=CANOE#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 16, 2008 between Canoe Financial LP (the "Debtor") and The Bank of Nova Scotia, as Administrative Agent for the Lenders (as defined below) (the "Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement made as of May 16, 2008, (as amended, restated or otherwise modified from time to time, the "Credit Agreement") between, *inter alia*, the Debtor, as borrower, the financial institutions from time to time signatory thereto (individually a "Lender," and any and all such financial institutions collectively the "Lenders"), and the Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make certain Borrowings to the Debtor as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain General Security Agreement, dated as of May 16, 2008 to the Secured Party (as amended or otherwise modified from time to time, the "General Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Borrowings under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Outstanding Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the General Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future

infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Rights in Trademarks. Notwithstanding Section 2 of this Agreement, the Secured Party agrees and acknowledges that this Agreement does not affect in any manner whatsoever the ownership rights of the Debtor to the Trademarks and that the Debtor is free to use the Trademarks as it sees fit, including licensing, maintaining and abandoning the Trademarks as the Debtor determines at its sole discretion, and acting in the ordinary course of its business.

SECTION 4. General Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the General Security Agreement as security for the discharge and performance of the Indebtedness. The General Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and General Security Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement and General Security Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with the Credit Agreement.

SECTION 6. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 9. Governing Law. The law governing this Agreement shall be as set forth in the General Security Agreement.

DATED as of the day and year first above written.

CANOE FINANCIAL LP

By: 

Name: David Rami

Title: VP + Director

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
Enervest	75,437,383	2,409,762	02/28/98	12/05/00	Canoe Financial LP
ENERVEST VALUING INVESTORS	1194989	TMA656063	2003-10-28	2006-01-05	Canoe Financial LP
SWIRL DESIGN	1194988	TMA655743	2003-10-28	2005-12-22	Canoe Financial LP
EnerVest	0865025	TMA523700	1997-12-24	2000-02-24	Canoe Financial LP
CANOE	1395922		2008-05-16		Canoe Financial LP

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RECORDED: 10/02/2008

**TRADEMARK
REEL: 003863 FRAME: 0652**