

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
Digital Payment Technologies Corp.		10/31/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	C.A. Bancorp Inc.		
Street Address:	The Exchange Tower		
Internal Address:	130 King Street West, Suite 2180		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3400204	LUKE	
Registration Number:	3350428	SHELBY	
CORRESPONDENCE DATA			
Fax Number:	(716)849-0349		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	716.856.4000		
Email:	rwatt@hodgsonruss.com		
Correspondent Name:	Rachel S. Watt		
Address Line 1:	Hodgson Russ LLP		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202-4040		
ATTORNEY DOCKET NUMBER:	041724.00012		

CH \$65.00 3400204

DOMESTIC REPRESENTATIVE

900120624

**TRADEMARK
 REEL: 003887 FRAME: 0341**

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

NAME OF SUBMITTER:	Rachel S. Watt
Signature:	/rachel s. watt/
Date:	11/12/2008

Total Attachments: 4

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INTELLECTUAL PROPERTY RIGHTS SECURITY AGREEMENT

In consideration of C.A. Bancorp Inc., a corporation organized under the law of Alberta and having an office at The Exchange Tower, 130 King Street West, Suite 2810, Toronto, ON M5X 1A4, Canada, (the "Secured Party") heretofore or hereafter extending or agreeing to extend any credit or other financial accommodation to Digital Payment Technologies Corp., a corporation organized under the law of Canada and having its chief executive office at 4105 Grandview Hwy, Burnaby, BC V5C 6B4, (the "Debtor"), and for other valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by the Debtor, the Debtor agrees with the Secured Party as follows:

1. DEFINITIONS. In this Agreement:

- a. **Debenture.** The "Debenture" means a Debenture, dated October 31, 2008, from the Debtor to the Secured Party.
- b. **Subsidiary.** "Subsidiary" has the meaning ascribed to the term "subsidiary body corporate" in the Canada Business Corporation Act, as amended from time to time.
- c. **Collateral.** "Collateral" means (i) all worldwide industrial and intellectual property rights, including but not limited to, patents, patent applications, trademarks, trademark applications and registrations, service marks, service mark applications and registrations, tradenames, tradename applications and registrations, copyrights, copyright applications and registrations, mask works, licenses, logos, corporate and partnership names and customer lists, proprietary processes, formulae, all source and object code, algorithm, architecture, structure, display screens, layouts, inventions, trade secrets, know-how, development tools and other proprietary rights used by the Debtor or any Subsidiary of the Debtor pertaining to any product, software, system or service manufactured, marketed, licensed, sublicensed, used or sold by the Debtor or any Subsidiary of the Debtor in the conduct of its business or used, employed or exploited in the development, license, sale, marketing, distribution or maintenance thereof, and all documentation and media constituting, describing or relating to any of the foregoing, including, but not limited to, manuals, memoranda, know-how, notebooks, software, records and disclosures, (including, but not limited to, each patent and trademark described on Exhibit A-I or A-2 attached to and made a part of this Agreement) and (ii) all proceeds (as such term is defined in the Uniform Commercial Code of the State of New York as amended from time to time) of any of the foregoing, wherever located.
- d. **Liabilities.** "Liabilities" means all present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor or any Subsidiary of the Debtor to the Secured Party, wherever and however incurred and any unpaid balance thereof.

2. INCORPORATION AND REAFFIRMATION OF DEBENTURE; GRANT OF SECURITY INTEREST. All provisions of the Debenture are incorporated in this Agreement by reference, and the Debtor acknowledges, reaffirms and ratifies the Debenture in all respects, including, but not limited to, the grant by the Debtor to the Secured Party of a security interest in the Collateral. Without limiting the generality of the foregoing, to secure the payment and other performance of the Liabilities

(including, but not limited to, the payment of principal, interest and all other amounts payable under the Debenture), the Debtor grants to the Secured Party a security interest in the Collateral.

3. **GOVERNING LAW.** Except to the extent that Article 9 of the Uniform Commercial Code of the State of New York as amended from time to time provides for the application of the law of any other jurisdiction, this Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of the State of New York (including, but not limited to, Section 5-1401 of the General Obligations Law of the State of New York) and, to the extent applicable, the federal law of the United States without regard to the law of any other jurisdiction.

Dated October 31, 2008

DIGITAL PAYMENT TECHNOLOGIES CORP.

By: F. Andrew Scott
Name: F. Andrew Scott
Title: CEO

I have authority to bind the Debtor.

EXHIBIT A-I (PATENTS)

Recording/Filings in United States Patent and Trademark Office

<u>Registration or Application Number</u>	<u>Date</u>	<u>Title</u>
D 510751		Automated Payment Station (LUKE Design)

EXHIBIT A-II (TRADEMARKS)

Recording/Filings in United States Patent and Trademark Office

<u>Registration or Application Number</u>	<u>Date</u>	<u>Title</u>
3400204		LUKE
3350428		SHELBY
256695		DIGITAL PIONEER*

* Registered in the Debtor's prior name Digital Pioneer Technologies Corp.