

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
Side Effects Software Inc.		06/10/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	Royal Bank Plaza, P.O. Box 61		
Internal Address:	Suite 2210, South Tower		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2J2		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2359534	CHOPS	
Registration Number:	2157135	HOUDINI	
CORRESPONDENCE DATA			
Fax Number:	(212)318-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-318-3000		
Email:	mmutterperl@fulbright.com, hrosenberg@fulbright.com		
Correspondent Name:	Mark N. Mutterperl		
Address Line 1:	666 Fifth Avenue		
Address Line 2:	Fulbright & Jaworski L.L.P.		
Address Line 4:	New York, NEW YORK 10103		
ATTORNEY DOCKET NUMBER:	NY-FRASER 022 (10900359)		
DOMESTIC REPRESENTATIVE			

OP \$65.00 2359534

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

NAME OF SUBMITTER:	Mark N. Mutterperl
Signature:	/mark n. mutterperl/
Date:	01/16/2009

Total Attachments: 13

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COMERICA BANK
Ontario — P.P.S.A.

THIS SECURITY AGREEMENT is made the 10 day of June, 2008.

BY:

SIDE EFFECTS SOFTWARE INC.
123 Front Street West, Suite 1401
Toronto, ON, M5J 2M2
Facsimile: (416) 504-6648

(the "Debtor")

IN FAVOUR OF:

COMERICA BANK
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, ON M5J 2J2
Attn: Vice President International Finance
Facsimile: (416) 367-2460

(the "Bank")

1.0 **SECURITY INTEREST**

1.1 For one dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor does hereby:

- (a) mortgage and charge as and by way of a fixed and specific charge, and assign and transfer to the Bank, and grant to the Bank a security interest in, but subject to the exceptions contained in Section 2, all the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind and wheresoever situate, and all cash proceeds and non-cash proceeds thereof and therefrom including:
 - (i) all equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");
 - (ii) all inventory, including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");

- (iii) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof and the computers and equipment containing said electronically recorded data (all of which is hereinafter collectively called the "Accounts");
 - (iv) all documents of title, chattel paper, instruments, securities and money, Investment Property (as such term is defined in the *Personal Property Security Act* (Ontario)) (the "PPSA") and Financial Assets (as such term is defined in the *Securities Transfer Act, 2006* (Ontario)) and all other goods of the Debtor that are not Equipment, Inventory or Accounts;
 - (v) all contracts, contractual rights, licences, goodwill, copyrights, patents, trademarks and other intellectual property of the Debtor, all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, and all other intangible property of the Debtor which is not Accounts, chattel paper, instruments, documents of title, securities or money; and
 - (vi) without limiting the generality of the foregoing, the personal property, if any, described in Schedules "A" and "B" hereto; and
- (b) charge as and by way of a floating charge, and grant to the Bank a security interest in and to:
- (i) all the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights-of-way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (all which is hereinafter collectively called the "Real Property"); and
 - (ii) all assets and undertakings of the Debtor, of whatsoever nature or kind and wheresoever situate, and all proceeds thereof and therefrom, other than such of its assets and undertakings as are otherwise validly and effectively subject to the charges and security interests in favour of the Bank created pursuant to this Section 1.1.

1.2 The charges, assignments, transfers and security interests created pursuant to Section 1.1 are hereinafter collectively called the "Security Interests" and the property subject to the Security Interests and all property, assets and undertakings, expressed to be charged, assigned or transferred or secured by any instruments supplemental hereto or in implementation hereof are hereinafter collectively called the "Collateral".

2.0 EXCEPTIONS

2.1 The last 10 days of the term created by any lease or agreement therefor are hereby excepted out of the Security Interests created by this Security Agreement but the Debtor shall stand

possessed of the reversion thereby remaining upon trust to assign and dispose thereof to any third party as the Bank shall direct.

2.2 All consumer goods of the Debtor are hereby excepted out of the Security Interests created by this Security Agreement.

2.3 The Collateral shall not include any contract, account, user licence, permit, licence, claim, demand, chose in action or other intangible which, as a matter of law or by its terms, is not assignable or may not be charged or otherwise encumbered by the Debtor without the consent, authorization, approval or waiver of a third party (all such contracts, accounts, user licences, permits, licences, claims, demands, choses in action and other intangibles are collectively referred to herein as the "Restricted Assets") unless and until such consent, authorization, approval or waiver has been obtained, provided that, until such time as the applicable consent, authorization, approval or waiver has been obtained, the Debtor shall hold each Restricted Asset in trust for the Bank and to assign and dispose of the same in such manner as the Bank may from time to time direct as and when the Bank is entitled to realize upon Collateral in accordance with Section 10.0.

3.0 ATTACHMENT

The Debtor acknowledges that the Security Interests hereby created attach upon the execution of this Security Agreement (or in the case of any after acquired property, upon the date of acquisition thereof), that value has been given, and that the Debtor has (or in the case of any after acquired property, will have upon the date of acquisition) rights in the Collateral.

4.0 PROHIBITIONS

4.1 Without the prior written consent of the Bank the Debtor shall not have power to:

- (a) except for Permitted Liens (as defined in the loan agreement between the Bank and the Debtor dated as of the date hereof (as amended, restated, revised, supplemented or otherwise modified from time to time, the "Loan Agreement")), create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, or undertakings which ranks or could in any event rank in priority to or *pari passu* with any of the Security Interests created by this Security Agreement; or
- (b) grant, sell, or otherwise assign its chattel paper, Investment Property or Financial Assets, except as may be permitted under terms of the Loan Agreement.

5.0 OBLIGATIONS SECURED

This Security Agreement and the Security Interests hereby created are in addition to and not in substitution for any other security interest now or hereafter held by the Bank from the Debtor or from any other person whomsoever and shall be general and continuing security for the payment of all indebtedness and liability of the Debtor to the Bank including, without limitation, under or in connection with the Loan Agreement (including interest thereon), present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate balance thereof, including all advances on current or running account, future advances and re-advances, and for the performance of all obligations of the Debtor to the Bank arising hereunder or under or in connection with the Loan Agreement, whether or not contained in this Security Agreement (all of which indebtedness, liability and obligations are hereinafter collectively called the "Obligations").

6.0 REPRESENTATIONS AND WARRANTIES

6.1 The Debtor represents and warrants that this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Debtor and all other matters and things have been done and performed so as to authorize and make the execution and delivery of this Security Agreement, and the performance of the Debtor's obligations hereunder, legal, valid and binding.

6.2 The Debtor represents and warrants that the Debtor lawfully owns and possesses all presently held Collateral and has good title thereto, free from all security interests, charges, encumbrances, liens and claims, save only Permitted Liens (as defined in the Loan Agreement) and any other charges or security interests consented to in writing by the Bank, and the Debtor has good right and lawful authority to grant a security interest in the Collateral as provided by this Security Agreement.

6.3 The Debtor represents and warrants and, so long as this Security Agreement remains in effect, shall be deemed to continuously represent and warrant that the locations specified in Schedule "C" as to business operations and records are accurate and complete.

7.0 COVENANTS OF THE DEBTOR

7.1 The Debtor covenants that at all times while this Security Agreement remains in effect the Debtor will:

- (a) defend the title to the Collateral for the benefit of the Bank against the claims and demands of all persons;
- (b) fully and effectually maintain and keep maintained the Security Interests hereby created valid and effective;
- (c) maintain the Collateral in good order and repair;
- (d) promptly pay as and when they become due:
 - (i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Debtor shall in good faith contest its obligations so to pay and has set aside reserves to the extent required by generally accepted accounting principles; and
 - (ii) all obligations secured by security interests, charges, encumbrances, liens and claims which rank or could in any event rank in priority to any Security Interests created by this Security Agreement;
- (e) promptly pay all reasonable costs, charges, expenses and legal fees and disbursements (on a solicitor and own client basis) which may be incurred by the Bank in:
 - (i) inspecting the Collateral;
 - (ii) negotiating, preparing, perfecting and registering this Security Agreement and other documents, whether or not relating to this Security Agreement; and
 - (iii) investigating title to the Collateral;

- (f) promptly pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and own client basis) which may be incurred by the Bank in:
 - (i) taking, recovering and keeping possession of the Collateral; and
 - (ii) all other actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this Security Agreement and of any other security interest held by the Bank as security for the Obligations;
- (g) at the Bank's request at any time and from time to time execute and deliver such further and other documents and instruments and do all acts and things as the Bank, acting reasonably, requires in order to confirm and perfect, and maintain perfection of, the Security Interests hereby created in favour of the Bank upon any of the Collateral;
- (h) notify the Bank promptly of:
 - (i) any change in the information contained herein relating to the Debtor, its business or the Collateral, including without limitation any change of name or address of the Debtor and any change in the present location of any material part of the Collateral;
 - (ii) the details of any material acquisition of Collateral;
 - (iii) any material loss or damage to Collateral;
 - (iv) any material default by any account debtor in payment or other performance of his obligations to the Debtor with respect to any Accounts; and
 - (v) the return to or repossession by the Debtor of Collateral where such return or repossession of Collateral is material in relation to the business of the Debtor;
- (i) prevent Collateral, other than Inventory sold, leased, licensed or otherwise disposed of as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- (j) regarding any Investment Property or Financial Asset that is a certificated security, an uncertificated security or a security entitlement, the Debtor shall, or shall cause the issuer of such Investment Property or Financial Asset to, or shall cause the securities intermediary that holds such Investment Property or Financial Asset to, take all steps as are necessary to give exclusive control over such Investment Property or Financial Asset to Bank on terms and conditions satisfactory to Bank;
- (j) carry on and conduct its business in a proper and business-like manner, including maintenance of proper books of account and records;
- (k) permit the Bank and its representatives, at all reasonable time access to its Collateral for the purpose of inspection and render all assistance reasonably necessary for such inspection; and
- (l) make available to the Bank from time to time promptly upon request:

- (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to Collateral;
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
- (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business; and
- (iv) such information concerning the Collateral and the Debtor and the Debtor's business and affairs related to the Security Interest as the Bank may require.

8.0 PERFORMANCE OF OBLIGATIONS

If the Debtor fails to perform its obligations to the Bank, the Bank may, but shall not be obliged to, perform any or all of such obligations without prejudice to any other rights and remedies of the Bank hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred in connection therewith shall be payable by the Debtor to the Bank promptly with interest until paid at the highest rate borne by any of the Obligations.

9.0 DEFAULT

9.1 The Debtor shall be in default under this Security Agreement if any Event of Default (as defined in the Loan Agreement) occurs and is continuing.

10.0 ENFORCEMENT

10.1 Upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), the Bank may declare any or all of the Obligations to become immediately due and payable and the security hereby constituted will immediately become enforceable. The Bank may enforce and realize on the Security Interests created by this Security Agreement and may take any action permitted by law or in equity, as it may deem expedient, and in particular and without limiting the generality of the foregoing, the Bank may do any one or more of the following:

- (a) appoint by instrument a receiver, receiver and manager or receiver manager (the person so appointed being hereinafter called the "Receiver") of the Collateral, with or without bond as the Bank may determine, and from time to time in its absolute discretion remove such Receiver and appoint another in its stead;
- (b) enter upon any premises of the Debtor and take possession of the Collateral with power to exclude the Debtor, its agents and its servants therefrom, without becoming liable as a mortgagee in possession;
- (c) preserve, protect and maintain the Collateral and make such replacements thereof and repairs and additions thereto as the Bank may deem advisable;
- (d) sell, lease or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may

seem reasonable, provided that if any sale, lease or other disposition is on credit the Debtor will not be entitled to be credited with the proceeds of such sale, lease or other disposition until the monies therefor are actually received; and

- (e) exercise all of the rights and remedies of a secured party under the PPSA.

10.2 A Receiver appointed pursuant to this Security Agreement shall be the agent of the Debtor and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank hereunder, and in addition shall have power to carry on the business of the Debtor and for such purpose from time to time to borrow money either secured or unsecured, and if secured by a security interest on any Collateral, such security interest may rank before or *pari passu* with or behind any of the Security Interests created by this Security Agreement, and if it does not so specify such security interest shall rank in priority to the Security Interests created by this Security Agreement.

10.3 Subject to the claims, if any, of the creditors of the Debtor ranking in priority to this Security Agreement, all amounts realized from the disposition of Collateral pursuant to this Security Agreement will be applied as the Bank, in its absolute discretion, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and own client basis) incurred by the Bank in connection with or incidental to:
- (i) the exercise by the Bank of all or any of the powers granted to it pursuant to this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it pursuant to this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable to the Receiver;
- (b) in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations; and
- (c) in or toward payment to the Bank of all interest remaining unpaid in respect of the Obligations.

Subject to applicable law and the claims, if any, of other creditors of the Debtor, any surplus will be paid to the Debtor.

11.0 **DEFICIENCY**

If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full, the Debtor will immediately pay to the Bank the amount of such deficiency.

12.0 **LIABILITY OF BANK**

The Bank shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfillment of contracts during any period when the Bank shall manage the Collateral upon entry, as herein provided, nor shall the Bank be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Bank shall not be

bound to do, observe or perform or to see to the observance or performance by the Debtor of any obligations or covenants imposed upon the Debtor nor shall the Bank, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable. The Debtor hereby waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Bank than aforesaid.

13.0 **APPOINTMENT OF ATTORNEY**

Effective upon the occurrence and during the continuance of an Event of Default, the Debtor hereby irrevocably appoints the Bank or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Debtor for and in the name of the Debtor to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Debtor is obliged to sign, endorse or execute and generally to use the name of the Debtor and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Bank or the Receiver, as the case may be, pursuant to this Security Agreement.

14.0 **ACCOUNTS**

Notwithstanding any other provision of this Security Agreement if an Event of Default has occurred and is continuing, the Bank may collect, realize, sell or otherwise deal with the Accounts or any part thereof in such manner, upon such terms and conditions and at such time or times, as may seem to it advisable, and without notice to the Debtor, except in the case of disposition after default and then subject to the provisions of Part V of the PPSA. All monies or other forms of payment received by the Debtor in payment of any Account following the occurrence and during the continuance of an Event of Default, will be received and held by the Debtor in trust for the Bank.

15.0 **APPROPRIATION OF PAYMENTS**

Any and all payments made in respect of the Obligations from time to time and monies realized from any security interests held therefor (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank may at all times and from time to time change any appropriation as the Bank may see fit.

16.0 **LIABILITY TO ADVANCE**

None of the preparation, execution, perfection and registration of this Security Agreement or the advance of any monies shall bind the Bank to make any advance or loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

17.0 **WAIVER**

The Bank may from time to time and at any time waive in whole or in part any right, benefit or default under any Section of this Security Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be. No waiver shall be effective unless it is in writing.

18.0 NOTICE

Notice may be given to either party in the manner provided by the Loan Agreement. Any notice shall be deemed to have been given on delivery or confirmation of transmission if received by 3:00 p.m. local time on a business day or on the next business day if received after that time.

19.0 EXTENSIONS

The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Debtor, account debtors of the Debtor, sureties and others and with Collateral and other security interests as the Bank may see fit without prejudice to the liability of the Debtor or the Bank's right to hold and realize on the Security Interests created by this Security Agreement.

20.0 NO MERGER

This Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may hereafter be held by the Bank from the Debtor or from any other person whomsoever. The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

21.0 RIGHTS CUMULATIVE

All rights and remedies of the Bank set out in this Security Agreement, and in any other security agreement held by the Bank from the Debtor or any other person whomsoever to secure payment and performance of the Obligations, are cumulative and no right or remedy contained herein or therein is intended to be exclusive but each is in addition to every other right or remedy contained herein or therein or in any future security agreement, or now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Debtor and the Bank that may be in effect from time to time.

22.0 ASSIGNMENT

The Bank may, without further notice to the Debtor, at any time assign, transfer or grant a security interest in this Security Agreement and the Security Interests created hereby. The Debtor expressly agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Bank's rights and remedies under this Security Agreement and the Debtor will not assert any defense, counterclaim, right of set-off or otherwise any claim which it now has or hereafter acquires against the Bank in any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

23.0 SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Bank shall be deemed not to be a redemption or discharge of this Security Agreement. The Debtor shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations in respect of the Term Loan Facility (as defined in the Loan Agreement), upon the termination of the Loan Agreement and upon written request by the Debtor and payment of all

costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Bank in connection with the Obligations and such release and discharge.

24.0 **ENUREMENT**

This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the Debtor and its successors and permitted assigns.

25.0 **INTERPRETATION**

25.1 Words and expressions used herein that have been defined in the PPSA shall be interpreted in accordance with their respective meanings given in such Act unless otherwise defined herein or unless the context otherwise requires.

25.2 The invalidity or unenforceability of the whole or any part of any Section of this Security Agreement shall not affect the validity or enforceability of any other Section or the remainder of such Section.

25.3 The headings of the Sections of this Security Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

25.4 This Security Agreement shall be governed by the laws of Ontario.

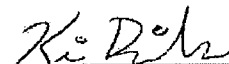
26.0 **COPY OF AGREEMENT AND FINANCING STATEMENT**

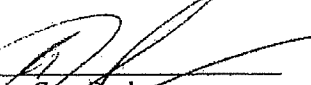
26.1 The Debtor hereby:

- (a) acknowledges receiving a copy of this Security Agreement; and
- (b) waives to the extent permitted by law all rights to receive from the Bank a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Security Agreement.

IN WITNESS WHEREOF the Debtor has executed this Security Agreement on the date first written above.

SIDE EFFECTS SOFTWARE INC.

By: 
Name: Kim Davidson
Title: President and Chief Executive Officer

By: 
Name: Gary Dephore
Title: Chief Financial Officer

SCHEDULE "A"

PATENTS

The Borrower has no registered Patents in either Canada or the United States in respect of its software.

COPYRIGHTS

The Borrower has the following registered copyrights in respect of its software:

Canada:

<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
PRISMS Computer Animation Software	364686	October 16, 1987
HOUDINI	1046063	March 27, 2007

United States:

<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
PRISMS Computer Animation Software	TXu330014	May 20, 1988

SCHEDULE "B"

TRADEMARKS

The Borrower has the following registered trademarks:

Canada:

<u>Trade-mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CHOPS	TMA512,363	May 27, 1999
HOUDINI	TMA462,713	August 30, 1996
SIDE EFFECTS SOFTWARE	TMA487,700	January 6, 1998
SWIRL DESIGN	TMA484,791	October 29, 1997

United States:

<u>Trade-mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CHOPS	2,359,534	June 20, 2000
HOUDINI	2,157,135	May 12, 1998

SCHEDULE "C"

1. **Locations of Debtor's Chief Executive Office, Corporate Office, Principal Place of Business and Business Operations**

123 Front Street West, Suite 1401, Toronto, ON M5J 2M2

2. **Locations of Books and Records relating to Collateral and Account Debtors (if different from 1 above)**

Nil

3. **All Warehouses and Premises Where Collateral is Stored or Located (if different from 1 above)**

Nil