

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		MORTGAGE	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOVABRIK INTERNATIONAL INC.	FORMERLY 3645126 CANADA INC.	12/17/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	NATIONAL BANK OF CANADA		
Street Address:	8000, blvd. Langelier, suite 502		
Internal Address:	Transit 6606-1		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H1P 3K2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2609199	NOVA BRIK	
CORRESPONDENCE DATA			
Fax Number:	(514)861-0727		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	514-393-1915, 188		
Email:	jbrochu@mmflegal.com, dbolduc@mmflegal.com		
Correspondent Name:	Marchand Melancon Forget LLP		
Address Line 1:	1, Place Ville Marie, suite 1900		
Address Line 2:	Me Jonathan Brochu		
Address Line 4:	Montreal, Quebec, CANADA H3B 2C3		
ATTORNEY DOCKET NUMBER:	0JB-38233 US TM		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$40.00 2609199

900150438

**TRADEMARK
 REEL: 004118 FRAME: 0435**

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

NAME OF SUBMITTER:	Jonathan Brochu
Signature:	/Jonathan Brochu/
Date:	12/22/2009

Total Attachments: 7

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1. HYPOTHEC

1.1 For good and valid consideration, the undersigned (the "Customer") hypothecates in favour of the National Bank of Canada (the "Bank") the property referred to in paragraph 1.3 hereof (the "mortgaged property"). This hypothec is granted for the sum of eight hundred thousand dollars (\$ 800,000), with interest at the rate of 25% per annum from the date hereof.

1.2 The terms "mortgaged property" also include the following property to the extent that it is not already included in the description in paragraph 1.3. The following property is therefore also charged by the hypothec created hereunder:

- a) the proceeds of any sale, lease or other disposition of the property referred to in paragraph 1.3, any debt resulting from the sale, lease or other disposition of this property, as well as any property acquired to replace same;
- b) any insurance or expropriation proceeds payable in respect of the mortgaged property;
- c) the principal and the income of the mortgaged property as well as any right attached to the mortgaged property;
- d) where the property described in paragraph 1.3 includes shares or securities, all shares and securities issued in replacement of these shares or securities;
- e) all deeds, documents, registers, invoices and books of accounts evidencing the mortgaged property or relating thereto.

1.3 Description of property:

1.3.1 all the Customer's movable property, corporeal and incorporeal, present and future;

1.3.2 the universality consisting of all right, title and interest of the Customer present and future in and to:

1.3.2.1 each of its trade-marks, trade names, trade styles, service marks, certification marks, domain names, prints and labels, including the name "Novabrik", "Novabrik International" and all similar marks, names, styles, prints or labels and all applications, registrations and recording thereof in Canada, the United States of America or elsewhere, including every renewal, reissue or other extension of any registration or recording, and including all goodwill of the business of the Customer symbolized by each of the trade-marks and all rights of the Customer as the registered owner of the trade-marks, including all rights to receive royalty, license or other payments due to the Customer from any registered user or other user of any of the trade-marks;

1.3.2.2 each of its patents and patents applications, and all applications, registrations and recordings of those patents in Canada, the United States of America or elsewhere, including any reissue, continuation or other extension in whole or in part of any such patents, and including all rights to receive royalty, license or other payments due to the Customer from any licensed user or other use of any of the patents;

1.3.2.3 any present or future claim by, or right of action of, the Customer against any person with respect to the infringement of any of the trade-marks or patents; and

1.3.2.4 Without limiting the generality of any of the foregoing, the trade-marks and patents described in Schedule A

2. OBLIGATIONS SECURED

- 2.1 This hypothec is granted to secure all obligations of the Customer to the Bank resulting from the following credit facility or guarantee as well as from any amendment, renewal, increase or replacement thereof:

Offer of financing dated December 3, 2009 by the Bank and accepted by the Customer on the same date providing for a term loan in the amount of \$800,000.

- 2.2 This hypothec is also granted to secure all other obligations of the Customer to the Bank, present and future, direct and indirect.

3. DECLARATIONS

The Customer represents and warrants the following:

- 3.1 The Customer owns the mortgaged property and the mortgaged property is free and clear of all rights, hypothecs or security, except the following:

movable hypothecs registered at the Registre des droits personnels et réels mobiliers (Québec) in favor of the Bank under numbers 08-0003021-0005, 08-0003021-0003 and 07-0057327-0001 and movable hypothec registered at the Registre des droits personnels et réels mobiliers (Québec) in favor of Produits Alba inc. under number 04-0231292-0002 which shall be cancelled momentarily;

- 3.2 The mortgaged property is situated in the Province of Québec, except for the following property:
N/A

- 3.3 The mortgaged property is not intended to be used in more than one province or state, except for the following property:
N/A

- 3.4 The Customer's head or registered office (or domicile, if the Customer is an individual) is located at the address indicated on the last page of the present agreement.

4. COVENANTS

- 4.1 The Customer shall inform the Bank without delay of any change to its name or to the contents of the representations made in Article 3.
- 4.2 The Customer shall pay, when due, any amount owing with respect to the mortgaged property as well as any debt which could rank prior to the hypothec constituted hereunder and shall provide to the Bank, on demand, evidence that the payments described herein have been made.
- 4.3 The Customer shall insure the mortgaged property and keep it constantly insured for its full insurable value against damage caused by theft, fire and all other risks against which a prudent administrator would insure the mortgaged property. The Bank is hereby designated as the beneficiary of the indemnities payable under these policies and the Customer shall cause such designation to be inscribed in the policies. The Customer shall provide the Bank with a copy of each policy and, at least thirty (30) days prior to the expiration or cancellation of a policy, a copy of the renewal or replacement thereof.
- 4.4 The Customer shall do all things and sign all documents necessary to preserve its rights in the mortgaged property and to ensure that the hypothec constituted hereunder to have full effect and be perfected and constantly enforceable against third parties in all jurisdictions where the mortgaged property may be situated or used.
- 4.5 The Customer shall protect and adequately maintain the mortgaged property and exercise its activities in such a manner as to preserve its value. The Customer shall fully comply with all laws and regulations applicable to the operation of its business and to the mortgaged property, including without limitation environmental laws and regulations.
- 4.6 The Customer shall keep all books, records and accounts which a prudent administrator would keep with respect to the mortgaged property and shall permit the Bank to examine said books, records and accounts and obtain copies of same.
- 4.7 The Customer shall keep the mortgaged property free of all real rights, hypothecs or security interests, save those which the Bank has consented to in writing.
- 4.8 The Customer shall not dispose of the mortgaged property or lease same unless the Bank consents thereto in writing. However, if not in default hereunder, the Customer may sell or lease its inventory in the ordinary course of its business.
- 4.9 The Customer shall not change the use, destination or nature of the mortgaged property nor remove same from its present location unless the Bank consents thereto in writing. If the Customer is a corporation, it shall not amalgamate with another person nor commence liquidation or dissolution proceedings without the written consent of the Bank.
- 4.10 Where the mortgaged property includes inventory and accounts receivable, the Customer shall provide the Bank monthly with a statement of the value of its inventory (calculated at the lesser of cost or market value) and a list of its accounts receivable (indicating their amount and age).
- 4.11 In the event the mortgaged property includes rights to intellectual property, the Customer shall provide a description thereof to the Bank and shall inform the Bank forthwith of any new use or acquisition of such rights. In addition, the Customer shall obtain and renew any registration necessary or useful for protecting its intellectual property rights and it shall notify the Bank of any claim or legal proceedings against it.
- 4.12 The Customer shall provide the Bank with all information reasonably required by it concerning the mortgaged property or to verify if the Customer is in compliance with the covenants and obligations contained herein. The Customer shall inform the Bank of any fact or event which could adversely affect the financial condition of the Customer or the value of the mortgaged property.
- 4.13 The Customer shall pay all costs relating to the present agreement, including the costs incurred in order to render the hypothec created hereunder opposable to third parties and the costs of any legal opinion required by the Bank and relating to the validity and rank of this hypothec.

4.14 The Customer shall reimburse the Bank for all costs and expenses incurred by it to fulfil the obligations of the Customer or to exercise its rights, with interest at the prime rate of the Bank in effect from time to time, plus 3%. The hypothec granted under article 1 hereof shall also secure the reimbursement of these costs and expenses as well as the payment of this interest. The prime rate of the Bank is the annual interest rate announced as being its reference rate to determine interest rates on loans made in Canadian dollars by the Bank in Canada.

5. RIGHTS OF THE BANK

- 5.1 The Bank may inspect or have the mortgaged property appraised from time to time at the Customer's expense and, for that purpose, shall be permitted access to the premises where the mortgaged property is located and to the Customer's places of business. The Customer shall also allow the Bank to examine and obtain copies of all books of account and documents relating to the mortgaged property.
- 5.2 The Bank may, without being bound to do so, perform any or all of the obligations of the Customer hereunder.
- 5.3 The Customer may collect all debts forming part of the mortgaged property until the Bank withdraws its authorization to the Customer to do so; unless the Bank's consent thereto is obtained, the Customer must however deposit at the Bank the proceeds of any collection. If the Bank withdraws its authorization to the Customer to collect the debts forming part of the mortgaged property, the Bank may collect such debts and shall be entitled to a reasonable commission which it may deduct from any amount collected.
- 5.4 When the mortgaged property includes shares or securities, the Bank may, without being bound to do so, cause itself to be registered as the holder of these shares or securities and exercise any right attached thereto, including any right to vote and any right of conversion or redemption.
- 5.5 If the Bank has possession of the mortgaged property, it shall have no obligation to maintain the use for which the mortgaged property is normally intended nor to make it productive nor to continue its use or operation.
- 5.6 The Bank may, without being bound to do so, sell the mortgaged property in its possession where it believes in good faith that the mortgaged property is likely to perish, decrease in value or depreciate.
- 5.7 The Customer constitutes and appoints the Bank as its irrevocable attorney, with full power of substitution, in order to do any act and to sign any document necessary or useful to the exercise of the rights conferred on the Bank hereunder.
- 5.8 The rights conferred on the Bank under this article 5 may be exercised by the Bank irrespective of whether the Customer is or is not in default hereunder.

6. DEFAULT AND RECOURSES

- 6.1 The Customer shall be in default in each and everyone of the following events:
- a) if any or all of the obligations secured under this agreement are not paid or performed when due;
 - b) if any of the representations made in article 3 is untrue;
 - c) if the Customer does not fulfil any one of its covenants hereunder;
 - d) if the Customer is in default under any other contract or agreement between it and the Bank or under any other hypothec or security affecting the mortgaged property;
 - e) if the Customer ceases to carry on its business, becomes insolvent or bankrupt; or

- f) if any or all of the mortgaged property is seized or is subject to a taking of possession by a creditor, a receiver or any other person performing similar functions;
- 6.2 Upon the Customer's default, the Bank may terminate any obligation it may have had to grant credit or make advances to the Customer and declare exigible all obligations of the Customer which are not yet due. Upon such default, the Bank may also exercise all recourses available to it under applicable law, including the rights resulting from its hypothec.
- 6.3 In order to realize on its hypothec, the Bank may use the premises where the mortgaged property and other property of the Customer are situated at the expense of the Customer. Where the mortgaged property includes debts, the Bank may compromise or transact with the debtors of these debts and may grant releases and discharges in respect of same. Where the mortgaged property includes inventory, the Bank may complete the manufacture of such inventory and do all things necessary or useful to its sale.

7. ADDITIONAL HYPOTHEC


To secure the payment of interest not already secured by the hypothec created in article 1 and to further secure the performance of its obligations hereunder, the Customer hypothecates all of the property described in article 1 for an additional amount equal to twenty percent (20%) of the principal amount of the hypothec created in article 1.

8. GENERAL PROVISIONS

- 8.1 The hypothec created hereby is in addition to and not in substitution for any other hypothec or security held by the Bank.
- 8.2 This hypothec is a continuing security and shall subsist notwithstanding the payment from time to time, in whole or in part, of the obligations secured hereunder.
- 8.3 In each case provided at paragraph 6.1, the Customer shall be in default by the mere lapse of time, without the necessity of any notice or demand.
- 8.4 If more than one person is referred to as "Customer", such persons shall be jointly and severally liable for all obligations stipulated herein.
- 8.5 Any sum collected by the Bank in the exercise of its rights may be held by the Bank as mortgaged property, or may be applied to the payment of the obligations secured hereunder, whether or not yet due. The Bank shall have discretion as to how any such collected sum shall be applied.
- 8.6 The exercise by the Bank of any of its rights shall not preclude the Bank from exercising any other right resulting from the present agreement. The failure of or forbearance by the Bank to exercise any of its rights shall not constitute a renunciation to the later exercise of such right. The Bank may exercise its rights resulting from this agreement without being required to exercise its other rights against the Customer or against any other person liable for the payment of the obligations secured hereunder or to realize on any other security held for the payment of such obligations.
- 8.7 The Bank shall only be required to exercise reasonable care in the exercise of its rights and the performance of its obligations. Moreover, it shall only be liable for its intentional fault or gross negligence.
- 8.8 The Bank may delegate to another person the exercise of its rights or the performance of its obligations resulting from the present agreement. In such a case, the Bank is authorized to provide that person with any information it may have concerning the Customer or the mortgaged property.
- 8.9 This agreement shall be binding upon the Customer and enure to the benefit of the Bank and any successor thereof by way of amalgamation or otherwise.
- 8.10 Any notice to the Customer may be given at the address indicated below or any other address communicated in writing by the Customer to the Bank.

- 8.11 Should any clause hereof be invalid or inoperative, the other clauses of the present agreement shall remain fully operative.
- 8.12 This agreement shall be governed and interpreted by the law in force in the Province of Quebec. It must also be interpreted so that mortgaged property located in another jurisdiction be affected by a valid security under the applicable law of this other jurisdiction.
- 8.13 The parties hereto have expressly agreed that this agreement and all deeds, documents or notices relating thereto be executed in English.
 Les parties aux présentes ont expressément convenu que cet acte et tout autre acte, document ou avis y afférent soient rédigés en anglais.

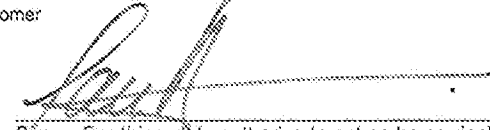
Signed and delivered at Montreal, this 17 day of december 2009.



 Witness (Person in charge of file)

NOVABRIK INTERNATIONAL INC.

Customer

By: 

 Simon Gauthier, duly authorize to act as he so declares
 President

By: _____

Address of Customer
 (for notice and correspondence purposes):

8146, boul. Métropolitain, Montréal, Québec, H1K 1A1

Address of head office or domicile of Customer
 (if different from above):

BANQUE NATIONALE DU CANADA



Eric Laflamme
 Directeur, Services aux entreprises
 Est de Montreal

SCHEDULE A
General Hypothec on Movable Property
between NOVABRIK INTERNATIONAL INC.
and NATIONAL BANK OF CANADA

TRADEMARKS ("TM")
CANADA AND UNITED STATES OF AMERICA

TM Application No.	TM Registration No.	Filing Date/Registration Date (yyyy-mm-dd)	TM	OWNER
0811800 CND	LMC511031	1996-05-06/ 1999-04-21	NOVA BRIK LA BRIQUE AUTOPORTANTE AND DESIGN	NOVABRIK INTERNATIONAL INC.
76221726 US	2609199	2001-03-08/ 2002-08-20	NOVA BRIK AND DESIGN	NOVABRIK INTERNATIONAL INC.
75391994 US	Not available	1997-11-18/ n/a	NOVA BRIK AND DESIGN	NOVABRIK INC.

PATENTS
CANADA AND UNITED STATES OF AMERICA

Patent Application	Patent No.	Filing date (yyyy-mm-dd)	Patent Title	Holder
CA 2532105	---	2006-01-04	A started element for stackable inter-engaging bricks	Novabrik International inc.
CA 2491512	---	2005-01-05	A started element for stackable inter-engaging bricks	Novabrik international inc.
CA 2492250	---	2005-01-11	A molding equipment and method to manufacture stackable inter-engaging bricks, blocks, stones and the like with a smooth or embossed face	Novabrik International inc.
CA 2254517	---	1998-11-26	Manually breakable block	Novabrik international inc.
CA 2220413	---	1996-05-31 PCT	A block for the mortarless construction of a wall	Novabrik international inc.
US 20090205281	---	01-04-2006	Starter element for stackable inter-engaging bricks	

December 17, 2009

[Signature]
SIMON GAUTHIER

Novabrik International Inc.
 President

BANQUE NATIONALE DU CANADA

[Signature]
ERIC LAFLANNE, Dir SAE

Directeur, Services aux
 entreprises, Est de Montreal