

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
Allen-Vanguard Technologies Inc.		12/18/2009	CORPORATION: CANADA
Vanguard Response Systems (UK) Limited		12/18/2009	COMPANY: UNITED KINGDOM
PW Allen Holdings Limited		12/18/2009	COMPANY: UNITED KINGDOM
Allen-Vanguard Ltd.		12/18/2009	COMPANY: UNITED KINGDOM
Hazard Management Solutions Limited		12/18/2009	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Export Development Canada
Street Address:	151 O'Connor Street
City:	Ottawa
State/Country:	ONTARIO
Postal Code:	K1A 1K3
Entity Type:	CORPORATION: ONTARIO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3671374	SWATBOT
Registration Number:	3030952	SKM
Registration Number:	3198016	TARANIS
Registration Number:	3395648	MICROVIPER
Registration Number:	3351923	OMNISEAL
Serial Number:	78328193	SEARCHTEC
Registration Number:	3294357	HAL
Registration Number:	3410207	BOMBTEC

CORRESPONDENCE DATA

900151368

**TRADEMARK
 REEL: 004125 FRAME: 0309**

CH \$215.00 3671374

Fax Number: (215)655-2286
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: trademarks@dechert.com, jacob.bishop@dechert.com
Correspondent Name: Jacob Bishop
Address Line 1: Dechert LLP
Address Line 2: Cira Centre, 2929 Arch Street
Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	103916
NAME OF SUBMITTER:	Jacob Bishop
Signature:	/Jacob Bishop/
Date:	01/06/2010

Total Attachments: 12
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Debenture

Dated 18 December 2009

Between

- (1) **Allen-Vanguard Technologies Inc.** a corporation incorporated under the laws of the Province of Ontario, Canada having its registered office at 2400 St. Laurent Blvd. Ottawa, Ontario K1G 6C4, Canada (**the Parent**);
- (2) The companies listed in Schedule 1 (*Original Chargors*) (**the Original Chargors**); and
- (3) **Export Development Canada** whose registered office is at 151 O'Connor Street, Ottawa, Ontario, Canada K1A 1K3 (**the Secured Party**).

Recitals

- A The Secured Party has agreed to make performance security guarantees and account performance security guarantees and other contract insurance and bonding products available on the terms of the EDC Documents.
- B The Parent and the Chargors have agreed to provide Security to the Secured Party to secure the payment and discharge of the Secured Liabilities.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Credit Agreement shall have the same meanings in this Debenture unless they are expressly defined in it and, in addition, in this Debenture:

Act means the Law of Property Act 1925.

Account means a Current Account or a Letter of Credit Collateral Account.

Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

Book Debts means, in relation to a Chargor, all its book and other debts of any nature, and all other rights to receive money (excluding the Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

Chargor means each Original Chargor and each company which grants Security over its assets in favour of the Secured Party by executing a Security Accession Deed in accordance with Clause 21 (*Additional Chargors*).

Credit Agreement means the amended and restated credit agreement dated on or about the date of this Debenture between, among others, the Parent as borrower, Royal Bank of Canada as administrative agent (**the Administrative Agent**) and the other parties party thereto, which amended and restated the credit agreement dated December 29, 2008.

Current Account means each account of the Chargors set out in Part 1 of Schedule 5 (*Accounts*) and all other current, deposit or other accounts with any bank or financial institution

any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 Covenant to pay

The Parent and the Chargors covenant with the Secured Party that they will on demand pay and discharge the Secured Liabilities when due.

3 Creation of Security

3.1 Land

Each Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

3.2 Shares

The Parent and each Chargor charges by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

3.3 Investments

Each Chargor charges by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

3.4 Equipment

Each Chargor charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

3.5 Book Debts

Each Chargor charges by way of fixed charge:

- (a) all Book Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

3.6 Accounts held with Secured Party

3.6.1 Each Chargor charges by way of fixed charge all amounts standing to the credit of:

- (a) each Current Account held with the Secured Party; and

(b) any other account held with the Secured Party in its name or to which it is beneficially entitled.

3.6.2 Regardless of the terms on which moneys are credited to any account in the name of a Chargor held with the Secured Party, no amount standing to the credit of that account will be or accrue due or payable to that Chargor until:

- (a) the Secured Liabilities have been paid and discharged in full; and
- (b) the Secured Party has no obligation to make any performance security guarantee, account performance security guarantee or any other contract insurance or bonding product available to any Chargor,

and until that time the relevant Chargor shall not request, demand or claim to be entitled to withdraw any amount from the account except (without prejudice to the Secured Party's rights under this Debenture) as the Secured Party may in its absolute discretion from time to time permit.

3.7 Intellectual Property Rights

Each Intellectual Property Chargor charges by way of fixed charge:

- (a) all of its present and future Intellectual Property Rights; and
- (b) all fees, royalties and other rights of every kind deriving from its Intellectual Property Rights.

3.8 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.9 Uncalled capital

Each Chargor charges by way of fixed charge its uncalled capital.

3.10 Authorisations

Each Chargor charges by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

3.11 Accounts held with third parties

Each Chargor assigns absolutely all its present and future right, title and interest in and to each Current Account held with a party, other than a Secured Party.

3.12 Insurances

3.12.1 Each Chargor assigns absolutely all its rights and interests in the Insurances.

3.12.2 Until an Event of Default occurs, but subject to Clause 7.6 (*Insurances*), the Chargors may continue to deal with the counterparties to the Insurances.

3.13 Contractual rights

Each Chargor charges by way of fixed charge all its rights under any agreement to which it is a party.

Schedule 1 – Original Chargors

Name of Chargor	Registered number (or equivalent, if any)	Notice details
Vanguard Response Systems (UK) Limited	05195456	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace
P W Allen Holdings Limited	03782071	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace
Allen-Vanguard Ltd	01230899	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace
Hazard Management Solutions Limited	03906725	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace

Schedule 7 – Intellectual Property Rights

Part 1 – Trade Marks

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Allen-Vanguard Ltd	United Kingdom	ALLEN	2236075	14.06.2000	11.04.2003	
Allen-Vanguard Ltd	United Kingdom	BombTec	2313341	16.10.2002	29.08.2003	
Allen-Vanguard Ltd	Europe	CY-SCOPE	2988962 (Archived)	23.12.2002	Application withdrawn	
Allen-Vanguard Ltd	United Kingdom	CY-SCOPE	2305263	13.07.2002	23.05.2003	
Allen-Vanguard Ltd	United Kingdom	HAL	2236049	14.06.2000	29.06.2001	
Allen-Vanguard Ltd	Europe	MICROVIPER	2235299	28.05.2001	18.07.2002	
Allen-Vanguard Ltd	United Kingdom	MICROVIPER	2271080	25.05.2001	29.08.2003	
Allen-Vanguard Ltd	United Kingdom	MOTORSCOPE	1568376	13.04.1994	09.06.1995	
Allen-Vanguard Ltd	Europe	OMNISEAL	3212222	04.06.2003	07.12.2004	
Allen-Vanguard Ltd	Europe	SEARCHTEC	3212271	04.06.2003	Mark Refused	
Allen-Vanguard Ltd	Europe	SKM	1704329	03.06.2000	10.12.2001	
Allen-Vanguard Ltd	United Kingdom	SKM	2235988	14.06.2000	15.12.2000	
Allen-Vanguard Ltd	Europe	TARANIS	3812971	30.04.2004	16.09.2005	

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Allen-Vanguard Ltd	United Kingdom	TARANIS	2356443	20.02.2004	30.07.2004	
Allen-Vanguard Ltd	Europe	SWATBOT	5577978	21.12.2006	28.08.2008	
Allen-Vanguard Ltd	USA	SWATBOT	3671374	21.12.2006	25.08.2009	
Allen-Vanguard Ltd	USA	SKM	3030952	29.06.2000	20.12.2005	
Allen-Vanguard Ltd	USA	TARANIS	3198016	23.02.2004	16.01.2007	
Allen-Vanguard Ltd	USA	MICROVIPER	3395648	27.11.2001	11.03.2008	
Allen-Vanguard Ltd	USA	OMINISEAL	3351923	9.10.2003	11.12.2007	
Allen-Vanguard Ltd	USA	SEARCHTEC	Serial number 78/328193	14.11.2003 Extension of time granted to file statement of use		
Allen-Vanguard Ltd	USA	HAL	3294357	29.06.2000	18.09.2007	
Allen-Vanguard Ltd	USA	BombTec	3410207	1.11.2002	28.04.2008	
Allen-Vanguard Ltd	Australia	MICROVIPER	895397		19.11.2001	
Allen-Vanguard Ltd	Japan	MICROVIPER	4562990		5.07.2002	
Allen-Vanguard Ltd	Canada	BombTec	TMA628503	17.10.2002	15.12.2004	

Allen-Vanguard Ltd	Canada	TARANIS	TMA 702473	20.02.2004	6.12.2007
Allen-Vanguard Ltd	Canada	HAL	TMA586620	7.07.2000	5.08.2003
Allen-Vanguard Ltd	Canada	SKM	TMA586328	7.07.2000	31.07.2003

Part 2 – Trade Mark Applications

None

Part 3 – Patents

Company	Country	Patent	Status
Allen-Vanguard Ltd	Canada	Device For Breaking Glass	Patent Application CA 2466123 Pending
			PCT Publication Date 22.05.2003 National Entry 5.05.2004 Filed 21 October 28.10.2002
Allen-Vanguard Ltd	Patent Co-Operation Treaty	Remotely Operated Machine With Manipulator Arm	Publication Number: WO/2007/054703 International Application No.:

Company	Country	Patent	Status
			PCT/GB2006/004188 Publication Date 18.05.2007 International Filing Date 10.11.2006

Part 4 – Industrial Designs

Company	Country	Industrial design	Status & application or registration number
Allen-Vanguard Ltd	Canada	Breaking Device, principally for use in breaking a vehicle window	Registration No. 99732 Registration Date 14.07.2003 Filing Date 14.06.2002
Allen-Vanguard Ltd	United Kingdom	Breaking device, principally for use in breaking a vehicle window	Registration No. 3000111 Registration Date 14.12.2001 Application Date 14.12.2001 Certificate of Registration Grant Date 15.01.2002
Allen-Vanguard Ltd	Germany	Breaking device, principally for use in breaking a vehicle window	Registration No. 40204654 Registration Date 25.11.2002 Application Date 13.6.2002 Publication Date 10.2.2003

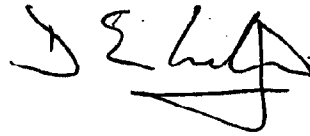
Company	Country	Industrial design	Status & application or registration number
Allen-Vanguard Ltd	United Kingdom	Chassis with Mirror, for an under vehicle inspection device	Registration No. 3014989 Registration Date 31.10.2003 Application Date 31.10.2003 Certificate of Registration Grant Date 18.11.2003
Allen-Vanguard Ltd	USA	Chassis with Mirror, for an under vehicle inspection device	D549,422 Publication Date 21.08.2007 Filed 27.04.2004, as Application No. 29/204,369
Allen-Vanguard Ltd	Europe	Trolley Mirror Inspection Mirrors	Registered Community Design No. 000172846-0001 Application No. 000172846 Registration Date 28.04.2004 Filing Date 28.04.2004

Part 5 - Domain Names

Registrant	Domain name	Created / Registered	Expires on / renew on
Allen-Vanguard Ltd	allen-vanguard.com	10.08.2004	10.08.2008
Allen-Vanguard Ltd	allen-vanguard.co.uk	10.08.2004	10.08.2010
Allen-Vanguard Ltd	microviperci.com	19.12.2002	19.12.2009

Signatories to Debenture

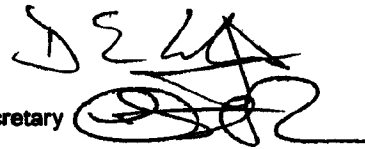
Executed as a deed by)
Allen-Vanguard Technologies Inc.)
and signed by)
)
being a person who in accordance)
with the laws of the province of)
Ontario, Canada are acting under the)
authority of the company)



Executed as a deed by)
Vanguard Response Systems (UK))
Limited acting by two Directors or)
one Director and its Secretary)

Director

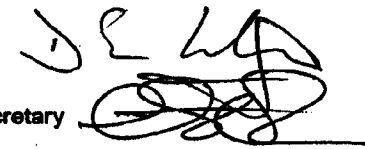
Director/Secretary



Executed as a deed by)
PW Allen Holdings Limited)
acting by two Directors or)
one Director and its Secretary)

Director

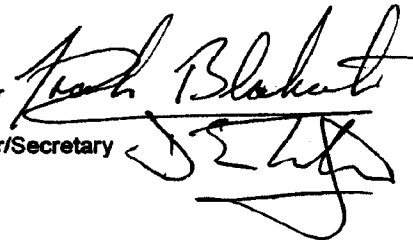
Director/Secretary



Executed as a deed by)
Allen-Vanguard Ltd)
acting by two Directors or)
one Director and its Secretary)

Director

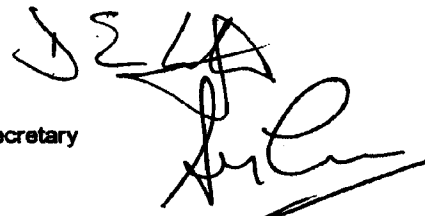
Director/Secretary



Executed as a deed by)
Hazard Management Solutions)
Limited)
acting by two Directors or)
one Director and its Secretary)

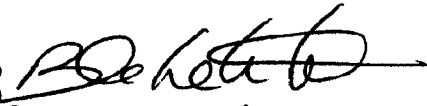
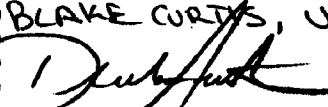
Director

Director/Secretary



Executed as a deed by
Export Development Canada
and signed by

being a person(s) who in accordance
with the laws of the province of
Ontario, Canada is (are) acting under
the authority of the company

) 
) BLAKE CURTIS, UNDERWRITER
) 
) DEREK AUSTIN, MANAGER