

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NUTRITIONAL IMPACT CORP.		05/07/2010	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIER CROISSANCE DURABLE LP		
<b>Street Address:</b>	1000 Haut-Bois North		
<b>Internal Address:</b>	1st Floor		
<b>City:</b>	Sherbrooke, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	J1N 3V4		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2823446	CARB-BOOM	
<b>Registration Number:</b>	2965326	PRO BOOM! RECOVERY GEL	
<b>Registration Number:</b>	3682713	CARB BOOM!	
<b>Registration Number:</b>	3682710	CARB BOOM!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(914)941-6091		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(914) 941-5668		
<b>Email:</b>	aedelstein@collenip.com		
<b>Correspondent Name:</b>	Jane F. Collen		
<b>Address Line 1:</b>	80 South Highland Avenue		
<b>Address Line 2:</b>	The Holyoke-Manhattan Building		
<b>Address Line 4:</b>	Ossining, NEW YORK 10562		
<b>ATTORNEY DOCKET NUMBER:</b>	K571 K572 K573 K574		

**OP \$115.00 2823446**

DOMESTIC REPRESENTATIVE

Name: Jess M. Collen  
Address Line 1: 80 South Highland Avenue  
Address Line 2: The Holyoke-Manhattan Building  
Address Line 4: Ossining, NEW YORK 10562

NAME OF SUBMITTER:	Jane F. Collen
Signature:	/Jane F. Collen/
Date:	06/09/2010

Total Attachments: 6  
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**MOVABLE HYPOTHEC ENTERED IN SHERBROOKE, QUÉBEC  
THIS 7TH DAY OF MAY 2010**

**BETWEEN:**                    **NUTRITIONAL IMPACT CORP.**, a corporation duly incorporated under the *Business Corporations Act (Ontario)*, at 151 Amber Street, Markham, Ontario L3R 3B3, herein acting and represented by Sean Zaboroski, its President, duly authorized for the purposes hereof as he so declares;

(hereinafter called the "*Borrower*")

**AND:**                         **FIER CROISSANCE DURABLE LP**, a limited partnership created under the *Civil Code of Québec*, acting through its general partner, GESTION FIER CROISSANCE DURABLE INC., a corporation duly incorporated under the *Companies Act (Quebec)*, having a place of business at 1000 Haut-Bois North, 1st floor, Sherbrooke, Québec, J1N 3V4, herein acting and represented by Jean Pelchat, its president, duly authorized for the purposes hereof as he so declares;

(hereinafter called the "*Lender*")

**THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1 — HYPOTHEC**

As continuing security for the obligations hereinafter described, the Borrower hereby hypothecates in favor of the Lender, to the extent of the principal sum of **SEVENTY FIVE THOUSAND CANADIAN DOLLARS (CND\$75,000)**, plus an additional amount equal to **TWENTY FIVE PERCENT (25%)** of the foregoing amount, being a total aggregate amount of **NINETY THREE THOUSAND SEVEN HUNDRED AND FIFTY CANADIAN DOLLARS (\$93,750)**, the following movable property (hereinafter referred to as the "**Hypothecated Property**"):

- 1.1 the trademark « Carb-Boom », registered at the United States Patent and Trademark Office on July 5th 2005 under number 2823446.
- 1.2 the trademark « Pro-Boom », registered at the United States Patent and Trademark Office on July 5th 2005 under number 2965326;
- 1.3 the trademark « CARB-BOOM! », registered at the United States Patent and Trademark Office on February 24, 2009 under number 3682713;
- 1.4 the trademark « Carb-BOOM! », registered at the United States Patent and Trademark Office on February 24, 2009 under number 3682710;

- 1.5 any and all derivations thereof and all associated logos, all patents, other registered or unregistered trademarks, service marks and trade names, and all recipes, processes, and formulae for the formulation of the Carb-Boom products, and all other trade secrets, proprietary and technical information, know-how, trade rights and other intangible assets relating to the Carb-Boom products, together with all rights to, and applications, licenses and franchises for, and any goodwill associated with, any of the foregoing, and the website [www.Carb-Boom.com](http://www.Carb-Boom.com), and the Borrower's rights under and interest in those certain sales and distribution contracts, and any other rights, titles, intellectual property or interest in relation with the trademarks Carb-Boom and Pro-Boom;

## ARTICLE 2 — SECURED OBLIGATIONS

The hypothec created above is granted to secure the following obligations:

- 2.1 the payment of the capital and of all other sums which may be or become owing to the Lender in virtue of the loan Agreement entered into between the Borrower and the Lender on the date hereof and all its amendments, renewals and replacements (hereinafter referred to as the “**Loan Agreement**”);
- 2.2 the fulfillment of all the present and future obligations of the Borrower toward the Lender, including under the Loan Agreement, the security referred to therein, and all other agreements and documents accessory thereto; and
- 2.3 the fulfillment of obligations of the Borrower hereunder, including, without limitation, payment of extra-judicial legal fees incurred by the Lender in the creation and preservation of the hypothec granted under the present contract and in the exercise of any recourses ensuing from it.

## ARTICLE 3 — PROHIBITION TO ALIENATE

- 3.1 Except as otherwise provided hereby, the Borrower may not sell, lease or otherwise alienate or dispose of the Hypothecated Property for as long as the hypothec created herein will not have been discharged.

## ARTICLE 4 — GENERAL CONDITIONS

### 4.1 To Maintain and Operate

The Borrower will carry on and conduct its business diligently and in a proper and efficient manner and will maintain, use and preserve the Hypothecated Property in the same way, including, without limiting the generality of the foregoing:

- 4.1.1 it will not change the nature of its business, nor the destination of the Hypothecated Property without the prior written consent of the Lender;

4.1.2 it will inform the Lender of any change in its corporate name and will submit evidence thereof.

**4.2 To Maintain Security**

The Borrower will maintain the hypothec hereby created and it will not, without the prior written consent of the Lender, create, assume, incur or suffer to be created, assumed, incurred or allow to exist any prior claim, pledge, encumbrance, hypothec or charge of any kind upon the Hypothecated Property, except those in favor of the Lender.

**4.3 Registration**

The Borrower will cause this Agreement to be registered without delay at every place where such registration may be required in order to perfect the hypothec herein created, and will submit evidence thereof to the Lender, the whole at its own cost. The Lender is hereby authorized to fulfill this obligation of the Borrower on the latter's behalf.

**4.4 Costs**

The Borrower will pay the fees and cost thereof, registration cost, the fees and costs of any searches against the title of the Borrower to the Hypothecated Property and all other expenses, including those arising from any renewal, notice, hypothec, renunciation, granting of priority, acquittance or release relating hereto.

**4.5 Payments made by Lender**

The Lender may, at its option, from time to time, pay off in whole or in part any or all hypothecary claims, prior claims, liens, assessments, taxes, or wages of any kind, now or hereafter affecting any of the Hypothecated Property, and all amounts which the Borrower is bound to pay hereunder. Each such sums so paid by the Lender, as well as all costs, charges and expenses which may be incurred to collect the amounts owing to it and to protect and preserve the security hereby constituted, or to exercise the same, including costs and fees as between solicitor and client, whether any action or other judicial proceedings to enforce same has been taken or not, together with interest thereon at the higher rate payable with respect to any indebtedness secured hereby as and from the date the amounts were so paid or incurred, will be immediately due and payable by the Borrower to the Lender and will benefit of the hypothec herein created, without prejudice to any other rights or recourses of the Lender.

**4.6 Remittance of Documents**

The Borrower will deliver to the Lender on request any Contracts, title deeds or other documents pertaining to the Hypothecated Property; it will also deliver to the Lender, on request, such other information concerning the Borrower and its corporate status.

**ARTICLE 5 — DEFAULTS AND RECOURSES**

5.1 The Borrower will be in default and the Lender will be entitled to exercise its hypothecary rights and any other recourses it may have in each and every of the following events, namely (each called "Event of Default"):

- 5.1.1 the occurrence and continuance of an Event of Default, as defined in the Loan Agreement;
  - 5.1.2 a default of the Borrower under this Agreement;
  - 5.1.3 save as permitted in virtue of this Agreement, if the Borrower sells or otherwise alienates the whole or any part of the Hypothecated Property, without the prior written consent of the Lender; and
  - 5.1.4 a default under any instrument, agreement or deed under or by virtue of which there exists a hypothec or other charge affecting the whole or any part of the Hypothecated Property or should the security constituted in virtue of any such instrument or deed become enforceable.
- 5.2 Following the occurrence and continuance of an Event of Default, the Lender will be entitled, without prejudice to its other rights and recourses:
- 5.2.1 to exact immediate payment, in capital and interest, costs and accessories, of any indebtedness secured by this Agreement;
  - 5.2.2 to execute any obligation which has not been fulfilled by the Borrower in the place and stead and at the expense of the latter; and
  - 5.2.3 to exercise such hypothecary recourses that it may have by law.

#### **ARTICLE 6 — TAKING OF POSSESSION**

- 6.1 In the event of the Lender taking possession of the Hypothecated Property, it will not be obliged to maintain the use and destination thereof.
- 6.2 It will also be free to cease to operate any businesses carried on by the Borrower.
- 6.3 In all cases, the Lender will only be obliged to act reasonably and it will not be responsible for any loss sustained by the Borrower, except such as may be caused by its gross or intentional fault.

#### **ARTICLE 7 — PUTTING IN DEFAULT**

- 7.1 The mere lapse of time for the fulfillment of an obligation by the Borrower, if such obligation is not fulfilled, will put or constitute it in default without the necessity of any notice or putting in default.

#### **ARTICLE 8 — INDIVISIBILITY**

- 8.1 The Borrower's obligations in virtue of this Agreement are indivisible and they may be claimed in their entirety from each of its representatives and successors, as well as their legal heirs or legatees, in accordance with Article 1520 of the *Civil Code of Québec*.

## ARTICLE 9 — GENERAL PROVISIONS

- 9.1 The rights and remedies provided to the Lender under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies which the Lender may have under the laws of Québec or any other jurisdiction and the exercise by the Lender of any right or remedy arising from a default or breach of any agreement, covenant or obligation contained in this Agreement shall not be deemed to be a waiver of or to alter, affect, or prejudice any other right or remedy to which the Lender may be lawfully entitled for the same default or breach.
- 9.2 The acceptance by the Lender, after the occurrence of an Event of Default, of payment of any sum owing hereunder, or the exercise by the Lender of any right, recourse or remedy herein or otherwise provided in the Security shall not preclude it from exercising any other right, recourse or remedy, it being agreed that all the Lender's rights, recourses and remedies against, under or in respect of this Agreement shall be cumulative and not alternative.
- 9.3 Notwithstanding the terms hereof, the Lender shall be entitled at all times, without prejudice to its right to subsequently exercise the relevant recourse, to waive its rights, in writing only, under any default of the Borrower or to grant extensions so as to remedy a default or to take any other action that it judges to be in its own interest or in the interest of the Borrower.
- 9.4 The Lender may exercise its rights against the whole of the Hypothecated Property, or any part thereof, as it will determine.
- 9.5 All the provisions of this Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Borrower and the Lender respectively.
- 9.6 In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 9.7 All sums received by the Lender in virtue of this Agreement may be applied in reduction of its costs and expenditures, and towards the repayment of the sums advanced by it for the protection or realization of its security; they may also be applied by it towards the payment of the principal and/or the interest owing to it, in such manner as it will see fit.
- 9.8 This Agreement shall be construed in accordance with and governed by the laws of the Province of Québec and the laws of Canada applicable therein.
- 9.9 The titles at the head of this article of this Agreement have been inserted for ease of reference and may not be used to construe or interpret this Agreement.
- 9.10 The Lender may appoint an attorney or agent for the exercise of its rights and grant to the latter any information it may have on the Borrower and with respect to the Hypothecated Property, the fees and disbursements of this attorney or agent will form part of the realization costs.

9.11 The Parties have requested that this Agreement be drawn up in English. *Les parties ont requis que cet acte soit rédigé en anglais.*

**ARTICLE 10 — ELECTION OF DOMICILE**

10.1 Any notification to the Borrower will be given and any demand upon it will be made at the address and in the manner provided in the Loan Agreement or as required by law, but should the Lender be unable to locate the Borrower at such address, then any notification or demand may, at the option of the Lender, be served upon the Borrower at the office of the clerk of the Superior Court for the District of Saint-François, in which office, in such event, the Borrower elects domicile for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and at the place first above-mentioned.

**NUTRITIONAL IMPACT CORP.**

**FIER CROISSANCE DURABLE LP**

Per: \_\_\_\_\_

  
Sean Zaboroski, president

Per: \_\_\_\_\_

Jean Pelchat, president