

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
7550570 Canada Inc.		07/20/2010	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	1 First Canadian Place
Internal Address:	Corporate Finance, 11th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3102666	ART BELLISSIMO
Registration Number:	3131551	ARTISSIMO DESIGNS
Registration Number:	3235603	ARTISSIMO

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe Street
 Address Line 2: Chapman and Cutler LLP
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1926823
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DOMESTIC REPRESENTATIVE

900167806

**TRADEMARK
 REEL: 004248 FRAME: 0056**

CH \$90.00 3102666

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

07/26/2010

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 20th day of July, 2010, 7550570 Canada Inc., a corporation organized under the laws of Canada ("*Debtor*") with its principal place of business and mailing address at 1401 Saint-Patrick, Montreal, Quebec H3K 2B7, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank ("*BMO*"), with its mailing address at c/o Corporate Finance, 11th Floor, 1 First Canadian Place, Toronto, Ontario, M5X 1A1, and its successors and assigns ("*Secured Party*"), and grants to the Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Hypothec on Movables bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Hypothec*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Hypothec, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

7550570 CANADA INC.

By: Nicholas H. Barker
Name: Nicholas H. Barker
Title: Vice-President

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

7550570 CANADA INC.

By: _____
Name: Nicholas H. Barker
Title: Vice-President

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By:  _____
Name: Shane Downey
Title: Senior Manager

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
ART BELLISSIMO & Design	3,102,666	JUNE 13, 2006
ARTISSIMO DESIGNS	3,131,551	APRIL 22, 2006
ARTISSIMO	3,235,603	JULY 1, 2007

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
None.		