

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	DEED OF HYPOTHEC		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
7640463 Canada Inc.		10/20/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	600 de la Gauchetiere		
Internal Address:	Montreal		
City:	Quebec		
State/Country:	CANADA		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3637772	ICONGO	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

CH \$40.00 3637772

NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	11/12/2010
<p>Total Attachments: 28</p> <p>source=Deed of Hypothec#page1.tif source=Deed of Hypothec#page2.tif source=Deed of Hypothec#page3.tif source=Deed of Hypothec#page4.tif source=Deed of Hypothec#page5.tif source=Deed of Hypothec#page6.tif source=Deed of Hypothec#page7.tif source=Deed of Hypothec#page8.tif source=Deed of Hypothec#page9.tif source=Deed of Hypothec#page10.tif source=Deed of Hypothec#page11.tif source=Deed of Hypothec#page12.tif source=Deed of Hypothec#page13.tif source=Deed of Hypothec#page14.tif source=Deed of Hypothec#page15.tif source=Deed of Hypothec#page16.tif source=Deed of Hypothec#page17.tif source=Deed of Hypothec#page18.tif source=Deed of Hypothec#page19.tif source=Deed of Hypothec#page20.tif source=Deed of Hypothec#page21.tif source=Deed of Hypothec#page22.tif source=Deed of Hypothec#page23.tif source=Deed of Hypothec#page24.tif source=Deed of Hypothec#page25.tif source=Deed of Hypothec#page26.tif source=Deed of Hypothec#page27.tif source=Deed of Hypothec#page28.tif</p>	

DEED OF HYPOTHEC

ON THE TWENTIETH (20TH) DAY OF OCTOBER, TWO THOUSAND AND TEN (2010).

BEFORE Mtre. Tamar Chamelian, the undersigned Notary for the Province of Québec, practising in the City of Montreal.

APPEARED

7640463 CANADA INC., a corporation incorporated under the laws of Canada, having its head office at 1501 McGill College Avenue, 26th Floor, Montréal, Québec, Canada, H3A 3N9, herein acting and represented by Franziska Ruf, one of its directors, duly authorized by a resolution of its directors, a certified copy or a copy of which resolution has been annexed hereto after having been acknowledged true and signed for identification by the said representative with and in the presence of the undersigned Notary,

(the “**Grantor**”)

AND

NATIONAL BANK OF CANADA, a bank constituted in virtue of the *Bank Act* (S.C. 1991, Chapter 46) having its head office at 600 de La Gauchetière Street West, Montreal, Québec, H3B 4L2, herein acting and represented by Mark Rossi, Manager, duly authorized as he so declares,

(the “**Lender**”)

NOTICE OF ADDRESS having been registered at the Register of Personal and Movable Real Rights under number 000063.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

Capitalized terms used herein which are not otherwise defined in this Agreement shall have the meanings ascribed to them in the Credit Agreement (as such term is defined hereafter). The following capitalized words and expressions whenever used in this Agreement shall, unless there be something in the context inconsistent therewith, have the following meanings:

1.1.1 “**Charged Property**” has the meaning set forth in Section 2.1.

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- 1.1.2 “**Credit Agreement**” means the Credit Agreement dated as of October 22, 2010 between the Grantor and the Lender (as same may be amended, modified restated or replaced from time to time).
- 1.1.3 “**Event of Default**” means any of the events of default specified in Section 5.1.
- 1.1.4 “**Grantor**” has the meaning set forth above and includes any entity resulting from the amalgamation of the Grantor with any other person and its successors and permitted assigns under the Credit Agreement.
- 1.1.5 “**Hypothec**” shall mean each of the hypothec, the assignment, the pledge and the security interest granted in ARTICLE 2.
- 1.1.6 “**Immovables**” has the meaning set forth in Section 2.1(a).
- 1.1.7 “**Intellectual Property**” has the meaning set forth in Section 2.1(h).
- 1.1.8 “**Investment Property**” has the meaning set forth in Section 2.1(f).
- 1.1.9 “**Leases**” has the meaning set forth in Section 2.1(b).
- 1.1.10 “**Lender**” has the meaning set forth above and includes its successors and assigns.
- 1.1.11 “**Obligations**” shall mean all the obligations of the Borrower towards the Lender, present and future, under or pursuant to the Credit Agreement and the other Loan Documents as well as the payment of all other sums, if any, due hereunder and the performance of the obligations of the Grantor hereunder to the Lender.
- 1.1.12 “**Rents**” has the meaning set forth in Section 2.1(b).
- 1.1.13 “**STA**” means *An Act respecting the transfer of securities and the establishment of security entitlements* (Québec), as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time adopted under such legislation).
- 1.1.14 “**this Deed**”, “**these presents**”, “**herein**”, “**hereby**”, “**hereof**”, “**hereunder**”, “**this Agreement**” and similar expressions mean or refer to this Deed and to any deed, notice or document supplemental or complementary hereto,

including any and every deed of hypothec, application for registration, notice under article 2949 of the *Civil Code of Québec*, or other instrument or charge which is supplementary or ancillary hereto or in implementation hereof and the expressions “**Article**” and “**Section**” followed by a number means and refer to the specified Article and/or Section of this Deed.

ARTICLE 2 CHARGING PROVISIONS

2.1 Creation of the Hypothec. For purposes of securing the Obligations in principal, interest, and the related costs, the Grantor hereby hypothecates and charges in favour of the Lender, for the sum of THIRTY MILLION CANADIAN DOLLARS (Cdn \$30,000,000), with interest at the rate of twenty-five percent (25%) per annum from the date hereof, the universality of all of its property, movable (personal) and immovable (real) property, corporeal (tangible) and incorporeal (intangible), present and future, of whatever nature and wherever situated (collectively, the “**Charged Property**”), the whole including, without limitation, the following universalities of present and future property:

(a) **Immovables**

All present and future immovable property of the Grantor, and all rights of the Grantor in any immovable property, together with all property which may be or become incorporated therewith or permanently physically attached or joined thereto so as to ensure the utility thereof or which is used by the Grantor for the operation of its enterprise or the pursuit of its activities (including heating and air conditioning apparatus and watertanks) and all other property which becomes immovable by the effect of law, including by way of accession, and all real rights relating to or attaching to such immovable property including, without limitation, those described in Schedule A (collectively, the “**Immovables**”);

(b) **Rentals, Revenues and Leases of Immovables**

All present and future leases, agreements to lease, offers to lease, options to lease, sub-leases and other rights to occupy premises, use or occupancy in or of the Immovables or any part thereof (collectively, the “**Leases**”), and all present and future rents, revenues, annuities and other claims arising out of any Leases or other rights or contracts in respect of the Immovables, including, without limitation, any indemnity which may be payable pursuant to the *Bankruptcy and Insolvency Act* (Canada) or analogous legislation or proceedings in respect of any Lease (collectively, the

“Rents”) and the continuing right to demand, sue for, recover, receive, and give receipts for such Rents;

(c) **Insurance**

Indemnities or proceeds now or hereafter payable under any present or future contract of insurance on or in respect of the Immovables, the Rents, any of the property described above in Sections 2.1(a) and (b) or any other of the Charged Property;

(d) **Property in Stock**

All present and future property in stock and inventory of any nature and kind of the Grantor whether in its possession, in transit or held on its behalf, including property in reserve, raw materials or other materials, goods manufactured or transformed, or in the process of being so, by the Grantor or by others, packaging materials, property held by a third party under a lease, a leasing agreement, franchise or license agreement or any other agreement entered into with or on behalf of the Grantor, property evidenced by bill of lading, wares, mineral substances, mines, hydrocarbons and other products of the soil and all fruits thereof from the time of their extraction, as well as any other property held for sale, lease or processing in the manufacture or transformation of property intended for sale, lease or use in providing a product or service by the Grantor;

(e) **Claims and Other Movable Property**

(i) **Claims, Receivables and Book Debts**

All of the Grantor's present and future claims, debts, demands and choses in action, whatever their cause or nature, whether or not they are certain, liquid or exigible, whether or not evidenced by any title (and whether or not such title is negotiable), bill of exchange or draft, whether litigious or not, whether or not they have been previously or are to be invoiced, whether or not they constitute book debts or trade accounts receivable, including, without limitation, all customer accounts, accounts receivable, rights of action, demands, judgments, contract rights, debts, tax refunds, amounts on deposit, bank accounts, cash, proceeds of sale, assignment or lease of any property, rights or titles, indemnities payable under any contract of insurance of property, of Persons, or of liability insurance, proceeds of expropriation, any sums owing to the Grantor in connection with interest or currency exchange contracts and other treasury or hedging instruments, management of

risks or derivative instruments existing in favour of the Grantor ("SWAPS") and the Grantor's rights in the credit balance of accounts held for its benefit by any financial institution or any other Person together with all judgments and all other rights, benefits, securities, security agreements, collateral, guarantees, suretyships, notes and accessories to the claims and rights mentioned above and other rights relating thereto (including, without limitation, the rights of the Grantor in its capacity as seller under an instalment sale or a conditional sale, where the claims are the result of such sale, as well as all movable property owned by the Grantor and covered by such instalment or conditional sales);

(ii) No Exclusions

A right or a claim shall not be excluded from the Charged Property by reason of the fact that (i) the debtor thereof is domiciled outside the Province of Québec or (ii) the debtor thereof is an affiliate (as such term is defined in the *Canada Business Corporations Act*) of the Grantor (regardless of the law of the jurisdiction of its incorporation) or (iii) such right or claim is not related to the operations of the Grantor or (iv) such right or claim is not related to the ordinary course of business of the Grantor;

(f) **Investment Property**

All investment property, including all securities, security entitlements, financial assets, securities accounts, futures contracts and futures accounts and all shares, options, rights, warrants, joint venture interests, interests in limited partnerships, bonds and all other documents which constitute evidence of a share, participation or other interest in property or in a corporation, partnership, trust, fund or any enterprise or which constitute evidence of an obligation of the issuer to the extent same would not constitute "financial assets" within the meaning of the STA; and all substitutions for any of the foregoing and dividends and income derived therefrom or payable in connection therewith, including the Investment Property described in Schedule B (collectively, the "**Investment Property**"), including, without limitation, all securities issued or received in substitution, renewal, addition or replacement of the Investment Property, or issued or received on the purchase, redemption, conversion, cancellation or other transformation of securities or issued or received by way of dividend or otherwise to holders of the Investment Property, and all present and future instruments, bills of lading, warehouse receipts, documents or other evidences of title of the Grantor;

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With respect to the Investment Property described in Schedule B, if any, the Grantor hereby hypothecates with delivery, pledges and delivers same to the Lender, the whole in accordance with Section 3.3.

(g) Equipment

All present and future machinery, equipment, implements, furniture, tools, rolling stock (including aircraft and road vehicles), spare parts and additions;

(h) Intellectual Property Rights

All of the Grantor's present and future rights in any trade mark, copyright, source codes, service marks, trade names, industrial design, patent, patent rights, goodwill, invention, trade secret, know-how, software products currently owned and licensed by the Borrower, plant breeders' right, topography of integrated circuits and in any other intellectual property right (registered or not) including, if any, improvements and modifications thereto as well as rights in any action pertaining to the protection, in Canada or abroad, of any such intellectual property rights, and all of the present and future undertaking of the Grantor, including without limitation those described in Schedule C (collectively, the "Intellectual Property");

(i) Licenses/Material Contracts

All present and future licenses, permits, approvals, rights, privileges, concessions or franchises issued, granted, conferred or otherwise created by a Governmental Authority including, without limitation, those described in Schedule D, as well as all the rights, titles and interest of the Grantor in the contracts described in Schedule D;

(j) Fruits and Revenues

All present and future fruits and revenues emanating from the above Charged Property, including without limitation, the proceeds of any sale, assignment, lease or other disposition of any of the present and future property of the Grantor, any claim resulting from such a sale, assignment, lease or other disposition, as well as any property acquired in replacement thereof (provided that nothing herein shall be interpreted as permitting the Grantor to dispose of any of the Charged Property in contravention of the provisions of this Deed or the Credit Agreement);

(k) Records and Other Documents

All present and future titles, documents, records, data, vouchers, invoices, accounts and other documents evidencing or related to the Charged Property described above, including, without limitation, computer programs, disks tapes and other means of electronic communications as well as the rights of the Grantor to recover such property from third parties, receipts, catalogues, client lists, directories and other similar property;

(l) Replacement Property

All Charged Property which is acquired, transformed or manufactured after the date of this Deed shall be charged by the Hypothec, whether or not such property has been acquired in replacement of other Charged Property which may have been alienated by the Grantor in the ordinary course of business, and whether or not such property results from a transformation, mixture or combination of any Charged Property, and in the case of Investment Property, whether or not they have been issued pursuant to the purchase, redemption, conversion or cancellation or any other transformation of the charged Investment Property and without the Lender being required to register or re-register any notice whatsoever, the object of the Hypothec being a universality of present and future property.

- 2.2 Creation of the security interest. For purposes of securing the payment of the Obligations, to the Lender, on a continuing and collateral basis, the Grantor hereby charges, grants, bargains, assigns, mortgages and transfers to and in favour of the Lender a general and continuing security interest, within the meaning of the *Personal Property Security Act (Ontario)* ("PPSA"), in and to all of the Charged Property.
- 2.3 Assignment of Claims subject to the *Financial Administration Act (Canada)*. Where any of the claims are subject to the provisions of the *Financial Administration Act (Canada)*, the Grantor hereby assigns to the Lender by way of absolute assignment, all its present and future claims which are subject to Sections 67 and 68 of such Act or analogous legislation. The Lender may, at any time, fulfil any of the formalities required by law to make such transfer enforceable including, without limiting the generality of the foregoing, those set out in the *Assignment of Crown Debt Regulations*.
- 2.4 Sale Proceeds. All proceeds received by the Lender upon the sale, lease, other alienation or expropriation of any Charged Property and all insurance proceeds with respect to the Charged Property

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shall be held by it until same is applied by the Lender in payment of the Obligations or is used in accordance with the Credit Agreement. The receipt and use by the Lender of such proceeds shall not constitute payment of the Obligations or a reduction of the Hypothec, notwithstanding any law, usage or custom to the contrary.

**ARTICLE 3
COVENANTS**

- 3.1 The Grantor shall be liable and shall pay to the Lender upon demand all reasonable costs and expenses incurred by the Lender in the performance of its duties and in the enforcement of the Hypothec (including principal and interest on borrowings or sums advanced for such purposes by the Lender).
- 3.2 The Grantor shall notify the Lender without delay of:
- 3.2.1 any change of its name or in the location of its head, registered or chief executive office;
 - 3.2.2 the details of any Immovable acquired after the date of this Deed; and
 - 3.2.3 the details of any Intellectual Property acquired after the date hereof.
- 3.3 The Grantor shall cause each of its subsidiaries, to the extent permitted by law, to issue certificates evidencing the Investment Property or other interests held by the Grantor in the capital of such subsidiaries. The Grantor shall forthwith deliver to the Lender all certificates evidencing all Investment Property held by the Grantor in any subsidiary duly endorsed in blank for transfer by an effective endorsement in accordance with the STA and/or with executed stock/unit transfer and power of attorney, same form shall be at the satisfaction of the Lender. Any such certificate shall be held by the Lender as Charged Property.
- 3.4 Unless an Event of Default has occurred and is continuing, the Grantor is entitled to exercise, either directly or, if the Investment Property is registered in the name of the Lender or its nominee, by power of attorney or proxy, all the rights and powers of a holder of such Investment Property including, without limitation, the right to vote from time to time exercisable in respect of the Investment Property and to give proxies, consents and waivers in respect thereof. No such action may be taken if it would be prejudicial to the interests of the Lender hereunder or under the other Loan Documents or would violate or be inconsistent with the Credit Agreement or any other Loan Documents or this Agreement or any

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other agreement relating thereto or hereto or would have the effect of reducing the value of the Investment Property or imposing any restriction on the transferability of any of the Investment Property.

- 3.5 Upon the occurrence and continuance of an Event of Default, the Lender may give the Grantor a notice prohibiting the Grantor from exercising the rights and powers of a holder of such Investment Property including, without limitation, the right to vote the Investment Property, at which time all such rights of the Grantor will cease immediately and the Lender will have the right to exercise the rights and powers related to such Investment Property including, without limitation, the right to vote.
- 3.6 Unless an Event of Default has occurred and is continuing:
- 3.6.1 the Grantor is entitled to receive all dividend payments or other distributions or interest payments in respect of the Investment Property; and
- 3.6.2 if the Charged Property has been registered in the name of the Lender or its nominee, the Lender will execute and deliver (or cause to be executed and delivered) to the Grantor all directions and other instruments as the Grantor may request for the purpose of enabling the Grantor to receive the dividends or other payments that the Grantor is authorized to receive pursuant to Section 3.6.1 above.
- 3.7 Upon the occurrence and continuance of an Event of Default, all rights of the Grantor pursuant to Section 3.4 will cease and the Lender will have the sole and exclusive right and authority to receive and retain all payments that the Grantor would otherwise be authorized to retain pursuant to Section 3.6.1. All money and other property received by the Lender pursuant to the provisions of this Section may be applied on account of the obligations secured by this Deed or may be retained by the Lender as additional Charged Property hereunder.
- 3.8 Unless an Event of Default has occurred and is continuing, the Grantor will be entitled to transfer the Investment Property in accordance with and subject to the terms of the Credit Agreement and the Lender will take all reasonable actions, at the Grantor's expense, to facilitate such transfer.
- 3.9 The Grantor shall deliver and deposit, upon execution of the Credit Agreement, certificates representing existing Investment Property, or cause to be delivered and deposited, to the Lender to the extent and at the times required under the Credit Agreement, certificates representing after-acquired Investment Property, duly endorsed in

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blank for transfer by an effective endorsement in accordance with the STA and/or with an executed power of attorney in a form satisfactory to the Lender, acting reasonably or such other transfer form as otherwise may be prescribed by the constating documents of the issuer of such Investment Property, as applicable; provided however, that to the extent the Credit Agreement provides that any Investment Property does not have to be certificated, then the requirement that the Grantor deliver to the Lender certificates and transfer forms as set out herein shall not be applicable for so long as such Investment Property remains uncertificated but if and to the extent required under the Credit Agreement, the Grantor shall enter into, and use all reasonable efforts to cause the issuer thereof to enter into, such custodial, control or other agreements as the Lender reasonably requires. Notwithstanding the foregoing, at any time or from time to time, to the extent required under the Credit Agreement and upon the request of the Lender, the Grantor shall cause, to the extent required under the Credit Agreement, any or all of the Investment Property to be issued and registered in the name of the Lender or its nominee. If the constating documents of any issuer restricts the transfer of the Investment Property of said issuer, then the Grantor will also deliver to the Lender a certified copy of a resolution of the directors or a resolution of the shareholders of such issuer or any consents required under the constating documents of such issuer, as applicable, consenting to the transfers contemplated by this Deed.

- 3.10 Notwithstanding the foregoing, to the extent that the Lender does not have "control" of the Charged Property as set out in the STA, or under equivalent legislation, the Grantor agrees to deliver to the Lender such certificated securities, documents, agreements and other materials as may be reasonably required from time to time to provide, and/or use its reasonable efforts to cause to be provided, the Lender with "control" over the Charged Property, including, without limitation, an agreement for such purposes, if and as reasonably required by the Lender.
- 3.11 The Grantor shall do all things and execute or cause to be executed all documents necessary for the Hypothec to have full effect and be constantly perfected, published, valid and enforceable in all jurisdictions where the Charged Property may be located including, without limiting the generality of the foregoing, any control agreement and any cession of rank or waiver to be obtained from a "securities intermediary" within the meaning of the STA.

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- 3.12 The Grantor undertakes to register any name change of the Borrower at the Canadian Intellectual Property Office promptly following such change.

**ARTICLE 4
POWERS OF THE LENDER**

- 4.1 The Lender may, without being bound to do so, fulfil any or all of the obligations of the Grantor hereunder if the Grantor fails to do so after fifteen (15) days prior written notice to such Grantor specifying the nature of such failure.
- 4.2 The Grantor may collect all its claims, rents, debts and accounts receivable forming part of the Charged Property until the Lender withdraws such authorization by written notice to the Grantor in the case where an Event of Default has occurred and is continuing. Upon such withdrawal, the Lender may collect such claims, rents, debts and accounts receivable and shall be entitled to a reasonable commission which it may deduct from amounts collected. To the extent permitted by law, the Grantor waives any obligations the Lender may have to inform the Grantor of any irregularity in the payment of any sums exigible on any claims, rents, debts and account receivables.
- 4.3 Where the Charged Property includes Investment Property, the Lender may, to the extent provided hereunder, exercise any right attached thereto, including any right to vote and any right of conversion or redemption.
- 4.4 If the Lender has possession of any of the Charged Property, it shall have no obligation to maintain the use for which the Charged Property is normally intended nor to make it productive nor to continue its use or operation.
- 4.5 Upon the occurrence and continuance of an Event of Default, the Grantor constitutes and appoints the Lender its irrevocable attorney, with power of substitution, in order to do any act and to sign any document necessary or useful to the exercise the rights and powers conferred on the Lender hereunder or which the Grantor neglects or refuses to execute or to carry out.

**ARTICLE 5
DEFAULT**

- 5.1 Each of the following events shall be an event of default ("**Event of Default**"):

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- 5.1.1 if the Grantor fails to comply with any of the provisions of this Deed within ten (10) days after written notice to such Grantor specifying the nature of such failure; or
- 5.1.2 if there occurs a “**Default**” or an “**Event of Default**” as such term is defined in the Credit Agreement.

**ARTICLE 6
REMEDIES IN CASE OF DEFAULT**

- 6.1 If an Event of Default occurs and provided same is continuing, the Lender may declare the Hypothec to have become enforceable. In such event, the principal and interest of the obligations secured and all other amounts owing hereunder shall immediately become due and payable to the Lender and the Grantor will lose the benefit of the term.
- 6.2 After the occurrence of an Event of Default and provided same is continuing, whichever hypothecary rights or recourses the Lender may decide to exercise or whichever other rights or recourses the Lender may wish to exercise, in addition to any rights provided by law, the following provisions shall apply:
 - (a) in order to protect or to realize the value of the Charged Property, the Lender may, at its sole discretion, at the Grantor's expense:
 - (i) pursue the transformation of the Charged Property or any work in process or unfinished goods comprised in the Charged Property and complete the manufacture or processing thereof or proceed with any operations to which such property are submitted by the Grantor in the ordinary course of its business and acquire property for such purposes;
 - (ii) alienate or dispose of any Charged Property which may be obsolete, may perish or is likely to depreciate rapidly;
 - (iii) use for its benefit all information obtained while exercising its rights;
 - (iv) perform any of the Grantor's obligations;
 - (v) exercise any right attached to the Charged Property;
 - (vi) take physical possession of any and all of the Charged Property, and anything found therein, with the right for that purpose to enter without legal

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process upon any Charged Property or any premises where the Charged Property may be found, and maintain such possession on the Grantor's premises or remove any or all of the Charged Property to such other places as the Lender shall deem appropriate;

- (vii) use any equipment, machinery, process, information, records, computer programs and intellectual property of the Grantor;
- (viii) maintain, repair, restore or renovate, and begin or terminate, any construction work related to the Charged Property, the whole at the Grantor's cost;
- (b) the Lender shall exercise its rights in good faith in order that, following the exercise thereof, the indebtedness secured by this Deed may be reduced, in a reasonable manner, taking into account all circumstances;
- (c) the Lender may, directly or indirectly, purchase or acquire any of the Charged Property;
- (d) the Lender, when exercising its rights, may waive any right of the Grantor, with or without consideration therefor;
- (e) the Lender shall not be bound to take inventory, to take out insurance or to furnish any security;
- (f) the Lender shall not be bound to continue to carry on the Grantor's enterprise or to make the Charged Property productive, or to maintain such property in operating condition; and
- (g) the Grantor shall, upon request of the Lender, move the Charged Property to and render it available to the Lender at premises designated by the Lender and which, in its opinion, shall be more suitable in the circumstances.

6.3 If the Lender elects to exercise its hypothecary recourse of taking in payment the Charged Property and the Grantor requires, in accordance with the applicable provisions of the *Civil Code of Québec*, instead that the Lender sell itself or under judicial authority the Charged Property on which such right is exercised, the Grantor hereby acknowledges that the Lender shall not be bound to abandon its recourse of taking in payment unless, prior to the expiry of the time period allotted for surrender, the Lender (i) has been granted a security which it considers satisfactory, acting reasonably, guaranteeing that said Charged Property will be

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sold at a sufficiently high price to enable the principal of and interest on the obligations secured hereunder to be paid in full, (ii) has been reimbursed of all costs and expenses incurred, including all reasonable fees of consultants and legal counsel in connection with this Deed and the obligations secured hereby, and (iii) has been advanced the necessary sums for the sale of said Charged Property; the Grantor further acknowledges that the Lender shall have the right to choose the type of sale it may carry out.

- 6.4 In addition to the rights and recourses provided to the Lender hereunder, the Grantor agrees that the Lender may exercise any recourse and right it may wish to exercise in law including, without limiting the generality of the foregoing, the remedy under article 2759 of the *Civil Code of Québec* with respect to securities or security entitlements (within the meaning of the STA).
- 6.5 Upon notice by the Lender declaring due and payable the principal of and interest on the obligations secured hereby or owing by the Grantor hereunder, the Grantor shall surrender the Charged Property to the Lender.
- 6.6 Where the Lender itself sells the Charged Property, it shall not be required to obtain any prior assessment by a third party.
- 6.7 The Lender may choose to sell the Charged Property with legal warranty given by the Grantor or with complete or partial exclusion of such warranty; the sale may also be made cash or with a term or under such conditions determined by the Lender; it can be cancelled in case of non-payment of the purchase price and such Charged Property may then be resold.
- 6.8 In order to exercise any of its rights, the Lender may use the premises located in the Immovables.
- 6.9 The moneys and other proceeds arising from any sale or realization of the whole or any part of the Charged Property, whether under any sale by the Lender or by judicial process or otherwise, together with any other moneys or other proceeds then in the hands of the Lender and available for such purpose, shall be applied in the first place to pay or reimburse the Lender's fees, charges, expenses, borrowing and other moneys provided or obtained by the Lender or at its request in connection with the execution of its power and rights with respect to these presents, with interest thereon as herein provided, and the residue of the moneys shall be applied on account of principal and interest on the obligations secured hereunder or, subject to the Credit Agreement, at the option of the Lender, may be held unappropriated in a collateral account in order

to provide for payment of any charge or claim ranking prior to the security created hereunder.

- 6.10 In the case of any judicial or other proceedings to enforce the security hereby created, the Grantor covenants and agrees with the Lender that judgment may be rendered against it in favour of the Lender, for any amount which may remain due in respect of the obligations secured hereunder after the application of the payment thereof of the proceeds of the sale of the Charged Property or any part thereof.
- 6.11 No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to every other remedy hereunder or pursuant to law.
- 6.12 No Person dealing with the Lender or its attorney or mandatary shall be concerned to enquire whether the security constituted hereby has become enforceable, or whether the powers which the Lender is purporting to exercise have become exercisable, or whether any moneys remain due under this Deed, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made, or otherwise as to the propriety or regularity of any sale or of any other dealing by the Lender with the Charged Property or any part thereof, or to see to the application of any moneys paid to the Lender.
- 6.13 The remedies provided in this ARTICLE 6 may be exercised on all the Charged Property taken as a whole or in respect of any part thereof.

ARTICLE 7 GENERAL PROVISIONS

- 7.1 Additional Security. The Hypothec is in addition to and not in substitution for any other security held by the Lender or which may hereafter be held by the Lender and does not affect the Lender's rights of compensation and set-off.
- 7.2 Continuing Security. The Hypothec is a continuing security and shall subsist notwithstanding the payment from time to time, in whole or in part, of any of the obligations secured hereby; it shall remain in full force until all the obligations hereby secured have been satisfied in full. Any future obligation hereby secured shall be deemed to be in respect of which the Grantor has once again obligated itself hereunder according to the provision of Article 2797 of the *Civil Code of Québec*. The hypothec constituted hereunder is not a "floating hypothec" within the

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meaning of articles 2175 *et seq.* of the *Civil Code of Québec* and this Deed is not intended to create a trust under the laws of the Province of Québec.

- 7.3 Demeure. The Grantor shall be in default by the mere lapse of time, without the necessity of any notice or demand other than as set forth herein.
- 7.4 Cumulative Rights/Recourses. The exercise by the Lender of any of its rights or recourse shall not preclude the Lender from exercising any other right or recourse provided hereunder, under the Credit Agreement or by law. All the rights or recourses of the Lender are cumulative and not alternative. The failure of, non-exercise by or forbearance by the Lender to exercise any right or recourse hereunder does not constitute a renunciation to the later exercise of such right or recourse. The Lender may exercise its rights or recourses hereunder without being required to exercise any right or recourse against any other person liable for the payment of the obligations secured hereby or to realize any other security held for the payment of such obligations.
- 7.5 Investments. The Lender may, at its entire discretion, invest any monies or instruments received or held by it in pursuance of this Deed or deposit them in a non-interest bearing account without having to comply with any legal provisions concerning the investment of property of others.
- 7.6 Compensation. Provided the obligations secured hereby are due and exigible or the Lender is entitled to declare them owing and exigible, the Lender may compensate and set-off these obligations with any and all amounts due by it, by the Grantor, on any account whatsoever, whether such amount be exigible or not, and the Lender shall then be deemed to have exercised such right to compensate and set-off as at the time the decision was taken by it even though the appropriate entries have not yet been made in its records.
- 7.7 Imputation of Payments. The Lender may, at its entire discretion, impute and apply any amounts collected in the exercise of its rights or received by it prior to or after any Event of Default in any manner, without having to comply with legal provisions concerning the imputation of payments provided in the Credit Agreement. Except to the extent otherwise provided under the Credit Agreement, the Lender may, at its entire discretion, hold such amounts as Charged Property or choose not to impute them and keep them in a collateral account until such time as any contingent obligation to pay prior claims has ceased to exist.

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- 7.8 Delays. The Lender may grant delays, take or abandon any security, make compromises, grant quittances and releases and generally deal, at its entire discretion, with any matters related to the Charged Property, the whole without limiting the rights of the Lender and without limiting the liability of the Grantor.
- 7.9 Credit Agreement to Govern. In the event that there is any conflict or inconsistency between the provisions contained in this Deed and the provisions contained in the Credit Agreement, then the provisions of the Credit Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency. Provided, however, that the existence of a particular representation, warranty, covenant or other provision in this Deed which is not contained in the Credit Agreement shall not be deemed to be a conflict or inconsistency, and that particular representation, warranty, covenant or other provision shall continue to apply.
- 7.10 Severance. In the event that any provision of this Deed is declared null and void or is deemed not to have been written, the other provisions of this Deed shall be severable from such provision and shall continue to have full force and effect.
- 7.11 Notice. Any notice under the provisions hereof shall be valid and effective if delivered in accordance with the terms of the Credit Agreement.
- 7.12 Governing Law. This Deed shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein, provided that to the extent that the laws of any jurisdiction in which any Charged Property is situated govern the validity or perfection of the Hypothec, the domestic laws of such jurisdiction shall govern those issues.
- The provisions of and the terms used in this Deed shall also be interpreted in order to give effect to the intent of the parties that the Hypothec shall be valid and effective in all jurisdictions where the Charged Property may be situated and in all other jurisdictions where the rights and remedies of the Lender may have to be exercised.
- 7.13 Language. The parties hereby confirm their express wish that the present Deed and all documents, notices and agreements directly and indirectly related thereto be drawn up in English. Notwithstanding such express wish, the parties agree that any of such documents and agreements or any part thereof or of this Deed may be drawn up in French.

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Les parties reconnaissent leur volonté expresse que le présent acte ainsi que tous les documents, avis et conventions qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise. Nonobstant telle volonté expresse, les parties conviennent que n'importe quel desdits documents et conventions ou toute partie de ceux-ci ou de cet acte puissent être rédigés en français.

SCHEDULE A

Section 2.1(a)

Immovables:

NIL

SCHEDULE B

Section 2.1(f)

Investment Property:

NIL

SCHEDULE C

Section 2.1(h)

Intellectual Property:

A. Software Products

Business-to-Consumer Retail E-Commerce System

Order Management, Distribution & Fulfillment System

Warehouse Management System

ISAC – iCongo Sales Aid Component (Guided Sales / Endless Aisle)

Sales Incentive System

Cross-Channel – In-Store Order System, In-Store Pick-Up & Ship to Store

Cross-Channel Inventory Management and Fulfillment System

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B2B E-Commerce – Online Catalog and E-Procurement / Order Entry System

Online Salesforce Automation System

Offline Salesforce Automation System

Document Exchange and EDI Communication System

Content Management, Authoring and Web Publishing System

Email Campaign Management System

Survey and Polling System

Retail Business Intelligence Survey System

iCongo Live Event Platform– Online Events, Tradeshow and Lead Generation System

E-Commerce Customer Service Module

ICE3 iCongo E-commerce Platform, including, without limitation:

- ICE3 Retail E-Commerce System
- ICE3 Order Management System
- ICE3 Contest
- ICE3 Survey
- ICE3 Email Campaign Management
- ICE3 Integration Module
- ICE3 Business to Consumer Online Store
- ICE3 Business to Business Light
- ICE3 Catalog/Content Management and Authoring System
- ICE3 Order Management & Warehouse Fulfillment
- ICE3 Cross Channel - In-Store Pick-up & Ship to Store
- ICE3 Gift Registry
- ICE3 Business to Business Enterprise

B. Patents and Patent Applications

None.

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C. Trademarks/Tradenames

1. iCONGO – U.S. Federal Registration # 3,637,772 (June 16, 2009)
2. iCONGO.COM - Canadian Registration # 554561 (November 28, 2001)
3. ICONGO - International Registration # 984521 (November 4, 2008) (Community Trade Mark protection claimed)
4. ICE (unregistered)
5. ICE3 (unregistered)
6. ISAC (unregistered)
7. iCongo Live (unregistered)
8. Medichain (unregistered)

D. Domain names

Domain Name	Current Registrar
icongo.com	Domain Discover
icongo.ca	Tucows.com
icongo.net	Domain Discover
aldodev.com	GoDaddy.com, Inc.
aldostaging.com	GoDaddy.com, Inc.
bouncedmail.net	GoDaddy.com, Inc.
bouncedmail2.net	GoDaddy.com, Inc.
bouncedmailmolson.net	GoDaddy.com, Inc.
bouncedmailym.net	GoDaddy.com, Inc.
icongoasp.com	GoDaddy.com, Inc.
icongobrownsdev.com	GoDaddy.com, Inc.
icongodep.com	GoDaddy.com, Inc.
icongodev.com	GoDaddy.com, Inc.
icongoevent.com	GoDaddy.com, Inc.
icongoevents.com	GoDaddy.com, Inc.
icongoftp.com	GoDaddy.com, Inc.
icongolive.com	GoDaddy.com, Inc.
icongolive.net	GoDaddy.com, Inc.
icongomail.com	GoDaddy.com, Inc.
icongomaildev.com	GoDaddy.com, Inc.

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Domain Name	Current Registrar
icongonotify.com	GoDaddy.com, Inc.
icongostaging.com	GoDaddy.com, Inc.
ieventslive.com	GoDaddy.com, Inc.
interneteventslive.com	GoDaddy.com, Inc.
mdprocure.com	GoDaddy.com, Inc.
mdprocure.net	GoDaddy.com, Inc.
medichain.com	GoDaddy.com, Inc.
medichain.net	GoDaddy.com, Inc.
medichaine.com	GoDaddy.com, Inc.
medichaine.net	GoDaddy.com, Inc.
procuremd.com	GoDaddy.com, Inc.
procuremd.net	GoDaddy.com, Inc.
lcongo.com.mx	GoDaddy.com, Inc.
lcongo.es	GoDaddy.com, Inc.
lcongo.mx	GoDaddy.com, Inc.
lcongo.com.es	101domain.com
lcongo.com.br	101domain.com
lcongo.cl	101domain.com
lcongo.com.uv	101domain.com
lcongo.com.py	101domain.com
lcongo.com.pe	101domain.com
lcongo.pe	101domain.com
lcongodevclarks.com	GoDaddy.com, Inc.
lcongostagingclarks.com	GoDaddy.com, Inc.

E. Licenses

McAfee Change Control (formerly Solidcore) – File Integrity Management

RSA Secure ID – two factor authentication

RSA Envision – Security and Information Event Management (SIEM) and Log Management

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Commercially available software:

Software	Nature of Use	Live/Dev	Version
Adobe ColdFusion	Application Server	Both	8
Oracle Weblogic	Application Server	Both	10
Microsoft SQL	Database	Both	2005&2008
Oracle 10G	Database	Both	10G
Bill Quick	Time Reporting	Internal	2008
CFTicket	Ticketing System	Internal	2.11
Wowza Server	Media Server	Both	1.7
Boogie Pop	Email Campaign Bounce Mail Processor	Prod Only	4.3
Merak Mail	SMTP Server	Both	9
SureSync	Data Replication	Prod Only	5
BrowserHawk	Browser Detection	Both	11
InstallAnywhere	Installer creation software for B2B offline	Both	2009
ISAPI Rewrite	URL rewriting for IIS	Both	3
SwiffCharts	Charting Software for VTS	Both	3
Red Hat JBoss	Application Server	Dev Only	4
Salesforce.com	Sales force management	Internal	NA
Microsoft Office		Internal	2007
Adobe Creative Suite		Internal	CS

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Software		Nature of Use	Live/Dev	Version
Symantec Point	End-		Internal, Dev, prod	11
UltraEdit		Text Editor	Internal	15
Winzip		Compress Software	Internal	12
IBM Rational		Automated Testing	Internal	2003
RadView Webload		Stress testing	Internal	7
ActiveKB		Knowledge Base	Internal	1.3
IpSwitch Server	FTP	FTP Server	Dev, Prod	6
IPSwitch client	FTP	FTP Client	Internal	2007
FCK Editor		WYSIWYG Editor	Both	2.6
Fusion Reactor		Cold Fusion monitoring	Both	3
Microsoft Project			Internal	2007
Vignette		Integration Studio	Internal	6.1
HP SiteScope		Monitoring Software	Internal	10
Quickbooks		Accounting software	Internal	
Nessus/Teneable		Internal Vulnerability Scanning	Both	Latest
JIRA – Atlassian		Issue and Project Tracking	Both	4.1
Jscape		Secure FTP	Both	
Cyberfusion		File Transfer	Both	
Isoft AS2		File Transfer	Both	
Charles Proxy		Proxy	Internal	V3
Toad – Quest		Oracle Administration	Internal	

Software	Nature of Use	Live/Dev	Version
Software	Tool		

F. Open Source

List of all open source software used by the Grantor

Software	Nature of Use	Live/Dev	Version
Dojo Toolkit	Dojo.moj.oe Drag and Drop	Both	1.3.1
Imagemagick	Image Resizing and optimization	Both	6.5.5-6
Eclipse	Development IDE	Dev only	3.5.0
Subversion	Version Control System	Dev only	1.6
Cacti	Monitoring	Internal	.87d
Nagios	Monitoring	Internal	3.0.2191
Selenium	Testing	Internal	1.0.2
Snort	Intrusion Detection	Prod	
Solr	Search	Both	1.4.1
Quartz Scheduler	Job Scheduling	Both	1.8.1

Open Source Virtual Tradeshow Software – frameworks and libraries

Name	Link	License Type
AS3 core libraries (Core libraries):	http://code.google.com/p/as3corelib/	New BSD License,
AS3 commons (Common libraries):	http://code.google.com/p/as3-commons/	Apache License,
AS3 Scaffolding (Scaffolding):	http://code.google.com/p/as3-scaffold/	MIT License,
Actuate (Tweening):	http://code.google.com/p/actuate/	GNU License
(Adobe warranties or guarantees nothing):	* BlazeDS * Cairngorm * CMap Resources * Durango * Extensible Metadata Platform (XMP) * Flash Ajax Video Component * Flex SDK * FlexPMD * FlexUnit * Generic Image Library * Open Source Media	Adobe Open Source Projects

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Name	Link	License Type
	Framework * Adobe Media Gallery * Adobe Source Libraries * Tamarin * Text Layout Framework * Webkit: http://opensource.adobe.com	
Adobe Flex Labs	Alchemy * Blueprint * BlazeDS * Durango * Hero * Squiggly *	Adobe open source
Adobe Packager (Phone packager):	http://labs.adobe.com/wiki/index.php/Applications_for_iPhone:Developer_FAQ	Adobe open source License
Open Flux (, Fast component construction framework):	http://code.google.com/p/openflux/	MIT License
SWFObject2(Flash player detection):	http://code.google.com/p/swfobject/	MIT License,
SWFObject (Flash player detection):	http://blog.deconcept.com/swfobject/	MIT License
PureMVC + utilities (MVC framework):	http://puremvc.org/	CC License
AS3 Clifton (General purpose libraries):	http://code.google.com/p/clifton/	MIT License
Tweener (Tweening)::	http://code.google.com/p/tweener/	MIT License
Tweensy + custom blend modes (Tweening):	http://www.lostinactionsript.com/blog/index.php/category/Source/	MIT License
Papervision3D (3D engine):	http://blog.papervision3d.org/	MIT License
FlexUnit (Unit testing):	http://code.google.com/p/as3flexunitlib/	New BSD License
FlexMonkey (visual unit test framework):	http://code.google.com/p/flexmonkey/	GNU License,
VisualFlexUnit (Unit testing):	http://code.google.com/p/visualflexunit/	MIT License
Dojo (JavaScript framework):	http://www.dojotoolkit.org/	BSD License
De MonsterDebugger (AS3 debugger):	http://demonsterdebugger.com/	GNU License
GraniteDS (Java AMF framework)		LGPL License
Dozer (Java object binding):	http://dozer.sourceforge.net/	Apache License
SpringActionScript (DI framework)	http://www.springactionscript.org/	Apache License
Robot Legs (Micro Architecture)	http://www.robotlegs.org/	MIT License
Pipes (Plugin to PureMVC)	http://trac.puremvc.org/Utility_AS3_MultiCore_Pipes	CC License

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Name	Link	License Type
Castor (JAVA XML to POJO binding):	http://www.castor.org/	New Apache License
BASE 64 Encoder (encoder):	http://garry-lachman.com/2010/04/21/base64-encoding-class-in-actionscript-3/	Garry Lachman
Robert Penner easing equations (equations)	http://www.robertpenner.com/easing/	BSD License
Signals (events system)	http://github.com/robertpenner/as3-signals	MIT License
PureMVC Plugins	# Utilities... # Flex / Flash / AIR... # AsyncCommand # AsyncStub # State Machine # Loadup # Undo # Flex / AIR... # Deployment Config # AIR Only... # XML Database # Desktop Citizen # Demos... # AIR... # CodePeek # RSS Headlines # Flash... # Hello Flash # Sequential # Flex... # App Skeleton # Cafe Townsend # Employee Admin	CC License

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Name	Link	License Type
	# History Panel # Slacker # Loadup as Ordered # Loadup for Assets # StopWatch # Flex / ColdFusion... # File Upload # Query CFC # Flex/Rails?... # Index Cards # Flex / WebORB... # Bookstore # Login	
Flash ML (Html Renderer)	http://osflash.org/flashml	GNU Lesser License,
FX Video ()	http://www.fxcomponents.com/item/flex-video-player/29/	
Degrafa (graphics framework)	http://www.degrafa.org/	MIT License
Bulk Loader (Resource loading)	http://code.google.com/p/bulk-loader/	MIT License
SWFAddress	http://sourceforge.net/projects/swfaddress/	MIT License
HamCrest	http://github.com/drewbourne/hamcrest-as3	MIT License

SCHEDULE D

Section 2.1(i)

Material Contracts:

- Reseller Agreement dated November 28, 2001 between iCongo, Inc. and Bell Canada for the purpose of resale by Bell Canada of certain products supplied by iCongo, Inc.
- Agreement for offer of services (Entente pour une offre de services) dated August 30, 2008 between iCongo Inc. and Bell Canada in view of a contract to be entered into between Bell Canada and Aldo Group Inc.

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- Cooperation Agreement between iCongo, Inc. and Aldo Group Inc. dated June 13, 2007

WHEREOF ACTE:

DONE AND PASSED in the City of Montreal, Province of Québec, on the date hereinabove set forth under the minute number TWO HUNDRED AND SIXTY-NINE (269) of the original of the minutes of the undersigned notary.

And, after the parties declared that they have taken cognizance of these presents and to have exempted the undersigned Notary from reading them or causing them to be read, the said authorized representatives of the Grantor and the Lender signed these presents in the presence of said Notary who has also signed.

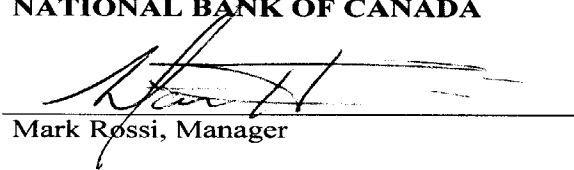
7640463 CANADA INC., as grantor

Per:


Franziska Ruf, Director

NATIONAL BANK OF CANADA

Per:


Mark Rossi, Manager


Mtre. Tamar Chamelian, Notary

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