# OP \$40.00 310962

## 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         |
|------------------------|----------|----------------|---------------------|
| IMMEUBLES LECLUZE INC. |          | 06/27/2011     | CORPORATION: CANADA |

## **RECEIVING PARTY DATA**

| Name:           | BDC Capital Inc.                 |  |
|-----------------|----------------------------------|--|
| Street Address: | 5, Place Ville-Marie, bureau 500 |  |
| City:           | Montreal, Quebec                 |  |
| State/Country:  | CANADA                           |  |
| Postal Code:    | H3B 5E7                          |  |
| Entity Type:    | CORPORATION: CANADA              |  |

# PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark     |
|----------------------|---------|---------------|
| Registration Number: | 3109623 | DELTA-TELEIOS |

# **CORRESPONDENCE DATA**

Fax Number: (216)771-3804 Phone: 216-771-3800

Email: dphdocket@dpeterhochberg.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: D. Peter Hochberg

Address Line 1: 1940 East 6th St. - 6th Floor Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: BF-1 (#90724)

#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2:

TRADEMARK REEL: 004641 FRAME: 0796

| Address Line 3:<br>Address Line 4: |   |
|------------------------------------|---|
| NAME OF SUBMITTER:                 | Sean F. Mellino   |
| Signature:                         | /Sean F. Mellino/   |
| Date:                              | 10/14/2011  |
|                                    | on Agreement-Immeubles Lecluze inc#page1.tif on Agreement-Immeubles Lecluze inc#page2.tif |

TRADEMARK REEL: 004641 FRAME: 0797

# SECURITY CONFIRMATION AGREEMENT

# · INTELLECTUAL PROPERTY

TO: BDC CAPITAL INC./

5, Place Ville-Marle, bureau 500 Montréal, province of Québec Canada H3B 5E7

(the "Secured Party")

WHEREAS the undersigned (the "Debtor") has granted a deed of hypothec dated as of June 27, 2011 (the "Agreement") in favour of the Secured Party;

WHEREAS pursuant to the Agreement, the Debtor mortgages, charges and hypothecates in favour of the Secured Party and grants a security interest to the Secured Party in, *inter alia*, all present and future intangibles (incorporeal) of the Debtor, including all of its present and future patents, trademarks, trade names, copyrights and other intellectual property of every nature and king (the "Intellectual Property");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby confirms and agrees that the hypothec and security interest created by the Agreement has attached to the Intellectual Property, including, without limitation, the Intellectual Property listed in Schedule A attached hereto and that the Intellectual Property and all prodeeds thereof are subject to the Agreement, all as more fully set forth in the Agreement. The Debtor also agrees to execute and delivery to the Secured Party all such further documents and assurances from time to time as the Secured Party may consider necessary or desirable in connection with the foregoing.

DATED as of the 27th day of June, 2011.

IMMEUBLES LECLUZE INC.

By:

Benoit Dupity President

Ву:

Stéphane Desmanche

Secretary

DECLARED before me at the City of Québec in the province of Québec, this 27th day of June 2011.

Commissioner of oaths for the province of Québec

CLARRE HOUDE # 43868

# SCHEDULE A

# TRADE MARKS

| Company                | Description   | Number  |
|------------------------|---------------|---------|
| Immeubles Lecluze inc. | Delta-Teleios | 3109623 |

2436497.1

TRADEMARK REEL: 004641 FRAME: 0799

**RECORDED: 10/14/2011**