

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
Easyfinancial Services Inc.		07/21/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street, 5th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5G-2C2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77012924	EASYFINANCIAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(317)464-5111		
Phone:	317-464-5321		
Email:	rgelbert@mgrfirm.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Randee Sibul-Gelbert		
Address Line 1:	47 S. Meridian, Suite 400		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	BCG-TOR-GENERAL-CIB#2		
DOMESTIC REPRESENTATIVE			
Name:	Randee Sibul-Gelbert		
Address Line 1:	47 S. Meridian, Suite 400		
Address Line 2:	Meitus Gelbert Rose LLP		

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**TRADEMARK
 REEL: 004642 FRAME: 0929**

Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:

Randee Sibul-Gelbert

Signature:

/Randee Sibul-Gelbert/

Date:

10/17/2011

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT effective as of July 21, 2011 made by EASYFINANCIAL SERVICES INC. (together with its successors and assigns, the "Grantor") and located at 33 City Centre Drive, Suite 510, Mississauga, Ontario, L5B 1M5 in favour of CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as administrative agent under the Loan Documents acting for and on behalf of itself and the Secured Parties (together with its successors and assigns, the "Administrative Agent") and located at 595 Bay Street, 5th Floor, Toronto, Ontario, M5G 2C2;

WHEREAS, *inter alia*, EASYHOME LTD. (the "Borrower"), the Grantor, the Administrative Agent and the Lenders are parties to a credit agreement dated as of July 21, 2011 (as may be amended, modified, replaced, revised, extended, renewed, restated or supplemented from time to time, the "Credit Agreement") pursuant to which the Lenders have established the Credits in favour of the Grantor;

AND WHEREAS the Grantor has granted a guarantee (as amended, restated, supplemented, renewed, replaced or otherwise modified from time to time, the "Guarantee") dated as of the date hereof in favour of the Administrative Agent, acting for and on behalf of itself and the Secured Parties, in respect of all indebtedness, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or unmatured, of the Borrower to the Administrative Agent and the Secured Parties;

AND WHEREAS as general and continuing collateral security for the payment and fulfillment of the Secured Obligations, the Grantor has agreed, *inter alia*, to grant, charge and pledge to the Administrative Agent, for and on behalf of and for the benefit of itself and the Secured Parties, a security interest in the Intellectual Property (as defined below);

NOW THEREFORE, in consideration of each Lender agreeing to make available its Commitment under and pursuant to the Credit Agreement, and in order to induce each of the Lenders to make the extension of credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Grantor, the Grantor agrees and covenants with the Administrative Agent and the Secured Parties as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Credit Agreement. In addition, in this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set forth below:
 - (a) "Agreement" means this intellectual property security agreement, including the recitals and any schedules, as amended, modified, supplemented, restated or replaced from time to time;
 - (b) "Copyrights" has the meaning set out in Section 2(a) of this Agreement;
 - (c) "Designs" has the meaning set out in Section 2(f) of this Agreement;
 - (d) "Intellectual Property" has the meaning given to it in Section 2
 - (e) "Guarantee" has the meaning given to such term in the recitals to this Agreement;
 - (f) "Guaranteed Indebtedness" has the meaning given to such term in the Guarantee;
 - (g) "Patents" has the meaning set out in Section 2(d) of this Agreement;

- (h) "PPSA" means the *Personal Property Security Act* (Ontario), as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation);
- (i) "Release Date" means the date on which all the Secured Obligations have been paid and satisfied in full, all Commitments under the Credit Agreement have been cancelled or terminated and there are no further obligations of the Administrative Agent or any Secured Party under the Loan Documents pursuant to which further Secured Obligations might arise.
- (j) "Secured Obligations" means all indebtedness, liabilities and obligations of the Grantor to the Administrative Agent and the Secured Parties arising under, relating to or in connection with the Guarantee and any other Loan Document to which the Grantor is a party, including without limitation or duplication, the Grantor's obligation to make payments in respect of the Guaranteed Indebtedness, the payment of all costs and expenses incurred by the Administrative Agent and the Secured Parties in enforcing any rights under this Agreement and all Outstanding Obligations of the Grantor;
- (k) "Secured Parties" means the Administrative Agent, each Lender, and each Affiliate of a Lender that is a party to Hedging Agreements and/or Services Agreements, each other Person having obligations secured under the Credit Agreement, and in each case each of their respective successors and assigns and "Secured Party" means each of them;
- (l) "Software" means all computer programs and databases and portions of each of the foregoing owned by the Grantor, in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored from time to time, including any copyright in such Software, including, without limitation, any such copyright set forth on Schedule "A" attached hereto, and both the object code and the source code versions of each such program and portions thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto; and
- (m) "Trademarks" has the meaning set out in Section 2(e) of this Agreement.

2. Grant of Security Interest. As general and continuing collateral security for the due payment and performance of the Secured Obligations (including the payment of any such Secured Obligations that would become due but for any automatic stay provisions of the Bankruptcy and Insolvency Act (Canada) or any analogous provisions of any other Applicable Law in Canada or any other jurisdiction), the Grantor hereby grants to the Administrative Agent, for and on behalf of and for the benefit of itself and the Secured Parties, a security interest in all of the Grantor's intellectual property (all of which shall collectively be referred to as the "Intellectual Property") including, without limitation, the following:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter acquired or held including, without limitation, those set forth in Schedule "A" attached hereto (collectively, the "Copyrights");

- (b) Any and all confidential, proprietary, and/or trade secret information now or hereafter acquired or held, including without limitation, plans, data, prototypes, manuals, documents, technical information, non-public information regarding patents, or patentable subject matter, research results, and strategies and tactics for researching;
 - (c) Any and all property rights in Software;
 - (d) Any and all patents, patent applications, like protections and patentable inventions now or hereafter acquired or held including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same including, without limitation, the patents and patent applications listed in Schedule "B" attached hereto (collectively, the "Patents");
 - (e) Any and all trademark and service mark rights, slogans, trade dress, tradenames and internet domain names, registered or not, applications to register and registrations of the same and like protections (excluding any intent to use filings) now or hereafter acquired or held, and the entire goodwill of the business of the Grantor associated therewith including, without limitation, those listed in Schedule "C" attached hereto (collectively the "Trademarks");
 - (f) Any and all industrial design rights now or hereafter acquired or held including, without limitation, the registrations and applications listed in Schedule "D" attached hereto (collectively, the "Designs");
 - (g) All licenses or other rights to use any of the Copyrights, Patents, Software, Designs, Trademarks, trade secrets, and all license fees and royalties due and/or payable to the Grantor arising from such use, to the extent permitted by such license or rights including, without limitation, those listed in Schedule "E" attached hereto;
 - (h) Any and all claims for damages or compensation for past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property identified above;
 - (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Designs; and
 - (j) All proceeds from disposition of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
3. **Exception Regarding Last Day.** The last day of the term of each license granted to the Grantor pursuant to any license agreement shall be excepted from this Agreement and shall not form part of the Intellectual Property. The Grantor shall stand possessed of that day in trust to assign and dispose of it as the Administrative Agent directs.
4. **Additional Security.** The security in respect of the Intellectual Property provided for hereunder is in addition to and not in substitution for any other security now or hereafter held by the Administrative Agent, for and on behalf of itself and the Secured Parties, in relation to the Secured Obligations.

5. **Authorization and Request.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent, acting for and on behalf of the Secured Parties, in the Intellectual Property with the Canadian Intellectual Property Office or any other comparable governmental office or agency in Canada, the United States of America or in Europe. The Grantor authorizes and requests that the Canadian Intellectual Property Office or the Register of Copyrights and the Commissioner of Patents and Trademarks in the United States, as the case may be, to record this Agreement.
6. **Representations, Warranties and Covenants.** All of the representations and warranties contained in the Credit Agreement pertaining to or made by the Grantor, including, without limitation, by reference to any Secured Party are true, correct and complete as of the date hereof. The Grantor agrees to be bound by and comply with the covenants in the Credit Agreement pertaining to or made by the Grantor, or by reference to any Secured Party, as if an original party thereto.
7. **Administrative Agent's and Secured Parties' Rights.** The Administrative Agent and the Secured Parties shall have the right, but not the obligation, to take, at the Grantor's sole expense, any actions that the Grantor is required under this Agreement to take but which the Grantor fails to take, after fifteen (15) business days' notice by the Administrative Agent to the Grantor. The Grantor shall reimburse and indemnify the Administrative Agent and the Secured Parties for all costs and expenses incurred in the exercise of their rights under this Section 7.
8. **License Agreements.** The security interest granted hereunder shall not extend or apply to any right, title or interest of the Grantor under any present or future license agreements pursuant to which the Grantor is a licensee, to the extent such license agreements prohibit such a security interest from being granted without the consent or approval of another person as specified in such agreement and the security interest or assignment granted hereunder shall only apply upon such consent or approval being obtained, but the Grantor shall hold its interest therein in trust for the benefit of the Administrative Agent and the Secured Parties and shall grant a security interest to the Administrative Agent forthwith upon obtaining the consent of the other party thereto.
9. **Inspection Rights.** The Grantor hereby grants to the Administrative Agent and the Secured Parties and each of its employees, representatives and agents the right to visit, during regular business hours upon reasonable prior notice to the Grantor, any of the Grantor's stores, head office and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property, and to inspect the products and quality control records relating thereto upon reasonable written notice to the Grantor and as often as may be reasonably requested, but not more than once in every six (6) months.
10. **Further Assurances: Attorney in Fact.**
 - (a) On a continuing basis, but subject to Section 19, the Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States and Canada, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the Canadian Intellectual Property Office and the United States Patent and Trademarks Office and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Administrative Agent or any Secured Party, to perfect the Administrative Agent's and the Secured Parties' security interests in all Copyrights, Patents, Trademarks and Designs, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and

confirming to the Administrative Agent and the Secured Parties the grant or perfection of a security interest in the Intellectual Property.

- (b) The Grantor hereby irrevocably appoints the Administrative Agent as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor, the Administrative Agent or otherwise upon the occurrence and during the continuance of an Event of Default, from time to time in the Administrative Agent's discretion, upon the Grantor's failure or inability to do so, to take any action and to execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including:
- (i) To modify, in its sole discretion, this Agreement without first obtaining the Grantor's approval of or signature to such modification by amending Schedule "A", Schedule "B", Schedule "C", Schedule "D" and Schedule "E" hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Designs or Trademarks in which the Grantor no longer has or claims any right, title or interest; and
 - (ii) To file, in its sole discretion, one or more financing, financing change or continuation statements and amendments thereto, relative to any of the Intellectual Property without the signature of the Grantor where permitted by law.

11. **Default.** The Grantor shall be in default under this Agreement upon the occurrence of an Event of Default under the Credit Agreement.
12. **Remedies.** If an Event of Default has occurred and is continuing, the Administrative Agent and the Secured Parties shall have the right to exercise all the remedies of a secured party under the PPSA including, without limitation, acceleration of the indebtedness (subject to the provisions of the Credit Agreement), the right to require the Grantor to assemble the Intellectual Property and any tangible property in which the Administrative Agent and the Secured Parties have a security interest and to make it available to the Administrative Agent at a place designated by the Administrative Agent. The Grantor will pay any expenses (including legal fees) incurred by the Administrative Agent and the Secured Parties in connection with the exercise of any of the Administrative Agent's and any Secured Parties' rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property. All of the rights and remedies of the Administrative Agent and the Secured Parties with respect to the Intellectual Property shall be cumulative.
13. **Appointment of Receiver.** Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent and the Secured Parties may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Administrative Agent or any Secured Party or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of the Intellectual Property (including any proceeds) and may remove any Receiver so appointed and appoint another in its stead. Any such Receiver shall, so far as concerns responsibility for its acts, be deemed the agent of the Grantor and not of the Administrative Agent or the Secured Parties, and the Administrative Agent and the Secured Parties shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such

Receiver, its servants, agents or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of the Intellectual Property, to preserve the Intellectual Property or its value and to sell, license or otherwise dispose of or concur in selling, licensing or otherwise disposing of the Intellectual Property. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Grantor, enter upon, use and occupy all premises owned or occupied by the Grantor wherein the Intellectual Property may be situated, maintain the Intellectual Property upon such premises, borrow money on a secured or unsecured basis and use the Intellectual Property as security for loans or advances, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Administrative Agent, all money received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Administrative Agent. Every such Receiver may, in the discretion of the Administrative Agent and the Secured Parties, be vested with all and any of the rights and powers of the Administrative Agent and a Lender.

14. Exercise of Rights by the Administrative Agent and the Secured Parties. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent and the Secured Parties may, either directly or through their nominees or agents, exercise any or all of the powers and rights given to a Receiver by virtue of Section 13.
15. Taking Possession of Intellectual Property. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent and the Secured Parties may take possession of, collect, demand, sue on, enforce, recover and receive the Intellectual Property and give valid and binding receipts and discharges therefor and in respect thereof, and, the Administrative Agent and the Secured Parties may sell, license or otherwise dispose of the Intellectual Property in such manner at such time or times and place or places, for such consideration and upon such terms and conditions as the Administrative Agent and the Secured Parties may deem reasonable.
16. Rights and Remedies of the Administrative Agent and the Secured Parties under the PPSA. In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Grantor, the Administrative Agent and the Secured Parties and in addition to any other rights the Administrative Agent and the Secured Parties may have at law or in equity, the Administrative Agent and the Secured Parties shall have, after the occurrence and during the continuance of an Event of Default, all rights and remedies of a secured party under the PPSA provided always, that the Administrative Agent and the Secured Parties shall not be liable or accountable for any failure to exercise their remedies, take possession of, collect, enforce, realize, sell, license or otherwise dispose of the Intellectual Property or to institute any proceedings for such purposes. Furthermore, the Administrative Agent and the Secured Parties shall have no obligation to take any steps to preserve rights against prior parties to any Instrument (as defined in the PPSA) or Chattel Paper (as defined in the PPSA) whether the Intellectual Property or proceeds and whether or not in the possession of the Administrative Agent and the Secured Parties and shall not be liable or accountable for failure to do so.
17. Cooperation of Grantor with respect to Taking Possession. The Grantor acknowledges that the Administrative Agent or any Secured Party or any Receiver appointed by the Administrative Agent or the Secured Parties may take possession of the Intellectual Property wherever it may be located and by any method permitted by law and the Grantor agrees upon the occurrence and during the continuance of an Event of Default and upon request from the Administrative Agent and the Secured Parties or any such Receiver to assemble and deliver possession of the Intellectual Property at such place or places as directed.

18. **Indemnity.**
- (a) The Grantor agrees to pay all amounts payable under and in accordance with Section 19.1 and any other applicable provisions of the Credit Agreement and all such amounts shall form part of the Secured Obligations.
 - (b) The Grantor will not assert, and hereby waives (to the fullest extent permitted by Applicable Law), (i) any claim against the Administrative Agent and the Secured Parties or any one of them, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, and (ii) all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute.
 - (c) The indemnifications set out in this Section will survive the Release Date and the release or extinguishment of the Security Interests.
19. **Notice of Sale.** The Administrative Agent will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of the Intellectual Property is to be made, as may be required by the PPSA.
20. **Reassignment.** At such time as the Grantor shall completely satisfy all of the obligations secured under this Agreement and Section 27 shall apply, the Administrative Agent shall execute and deliver to the Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in the Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.
21. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
22. **Amendments.** Subject to Section 10(b), this Agreement may be amended only by a written instrument signed by the Grantor and the Administrative Agent, on behalf of itself and the Secured Parties.
23. **Survival and Reliance.** All representations and warranties of the Grantor made in this Agreement or in any certificate or other document delivered by or on behalf of the Grantor for the benefit of the Administrative Agent and the Secured Parties will be considered to have been relied on by the Administrative Agent and the Secured Parties and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Administrative Agent and the Secured Parties and any disposition on payment of the Secured Obligations until repayment and performance in full of the Secured Obligations and termination of all rights of the Grantor that, if exercised, would result in the continued existence of the Secured Obligations.
24. **License/Assignment of Intellectual Property.** For the purpose of enabling the Administrative Agent and the Secured Parties or any Receiver to exercise the rights and remedies under Sections 12 and 13 (including, without limiting the terms of Sections 12 and 13, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of the Intellectual Property) at and for such time as the Administrative Agent and the Secured

Parties shall be lawfully entitled to exercise such rights and remedies, the Grantor grants (to the extent permitted by law and by any contract or agreement governing any of the Intellectual Property) to the Administrative Agent, for the benefit of itself and the Secured Parties, a non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sublicense any of the Intellectual Property now owned or hereafter acquired by the Grantor, and wherever the same may be located, and included in such license access to all media in which any of the licensed items may be recorded or stored and to all Software used for the compilation or printout thereof. This license is irrevocable until the Release Date. In addition, upon receiving written demand from the Administrative Agent after an Event of Default has occurred and is continuing, the Grantor shall assign the Intellectual Property to whomever the Administrative Agent directs, including to the Administrative Agent or any Secured Party.

25. **Grantor Remains Liable.** Notwithstanding any other provision in this Agreement, the Grantor shall remain liable under all license agreements under which the Grantor is a licensor. The Grantor shall perform all of its duties and obligations thereunder just as if this Agreement had not been executed. The Grantor shall not be released from any of its duties or obligations under such license agreements by the exercise of any rights by the Administrative Agent or any Secured Party. Neither the Administrative Agent nor any Secured Party shall have any obligation or liability under such license agreements by reason of this Agreement, nor shall the Administrative Agent or any Secured Party be obliged to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. The rights and powers conferred upon the Administrative Agent and the Secured Parties hereunder are solely to protect its interest in the Intellectual Property and shall not impose any duty upon them to exercise any such powers.
26. **Communication.** Any notice or other communication which may be or is required to be given or made under this Agreement will be in writing and will be effectively given if given to the Administrative Agent of the Grantor, as applicable, in accordance with the terms of the Credit Agreement.
27. **Release of Grantor.** Upon the written request of and at the expense of the Grantor given at any time on or after the Release Date, the Administrative Agent will release the Grantor and the Intellectual Property from the Security Interests and such release will serve to terminate any licence granted in this Agreement. Upon such release, and at the request and expense of the Grantor, the Administrative Agent will return any original Intellectual Property delivered to it by the Grantor and will execute and deliver to the Grantor such releases and discharges as the Grantor may reasonably request.
28. **Electronic Signature.** This Agreement, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and PDF transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof personally delivered.
29. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and will be treated, in all respects, as an Ontario contract. The Grantor submits and attorns to the non-exclusive jurisdiction of the courts of Ontario. To the extent permitted by Applicable Law, the Grantor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in courts of such Province.

30. **Confidentiality.** All information (other than periodic reports filed by the Grantor with any securities commission or regulatory authority) disclosed by the Grantor to the Administrative Agent or any Secured Party in writing or through inspection pursuant to this Agreement that is marked confidential shall be considered confidential. The Administrative Agent and the Secured Parties agree to use the same degree of care to safeguard and prevent disclosure of such confidential information as the Administrative Agent and the Secured Parties use with their own confidential information, but in any event no less than a reasonable degree of care. The Administrative Agent and the Secured Parties shall not disclose such information to any third party (other than the Administrative Agent's and the Secured Parties' attorneys, counsel, governmental regulators, and auditors, or to the Administrative Agent's and the Secured Parties' subsidiaries and affiliates for the purposes of evaluating the Administrative Agent's and the Secured Parties' rights, subject to the same confidentiality obligation set forth herein) and shall use such information only for purposes of making Borrowings under the Credits available under the Credit Agreement and the exercise of the Administrative Agent's and the Secured Parties' rights and the enforcement of their remedies and this Agreement and the other Loan Documents. The obligations of confidentiality shall not apply to any information that: (a) was known to the public prior to disclosure by the Grantor under this Agreement, (b) becomes known to the public through no fault of the Administrative Agent or any Secured Party, (c) is disclosed to the Administrative Agent or any Secured Party by a third party having a legal right to make such disclosure, or (d) is independently developed by the Administrative Agent or any Secured Party. Notwithstanding the foregoing, the Administrative Agent's and the Secured Parties' agreement of confidentiality shall not apply if the Administrative Agent and the Secured Parties have acquired indefeasible title to any Intellectual Property or in connection with any enforcement or exercise of the Administrative Agent's and the Secured Parties' rights and remedies under this Agreement following the occurrence and continuation of an Event of Default, including the enforcement of the Administrative Agent's and the Secured Parties' security interest in the Intellectual Property.
31. **Amalgamation.** The Grantor acknowledges and agrees that if it merges, amalgamates, continues, reorganizes or consolidates with any other Person, it is the intention of the parties to this Agreement that the security interest granted hereunder (i) shall extend to Intellectual Property owned by such Persons and the resultant Person at the time of merger, amalgamation, reorganization or consolidation and to any Intellectual Property thereafter owned or acquired by the resultant Person, such that the term the "Grantor" when used in this Agreement will apply to each of the amalgamating, merging, reorganizing or consolidating Persons and the resultant Person, and (ii) shall secure the Secured Obligations of each of the merging, amalgamating, reorganizing or consolidating Persons and the resultant Person to the Administrative Agent and the Secured Parties, at the time of merger, amalgamation or reorganization and any of the Secured Obligations of the resultant Person to the Administrative Agent and the Secured Parties, thereafter arising. The security interest shall attach to the additional Intellectual Property at the time of amalgamation, merger or reorganization and to any Intellectual Property thereafter owned or acquired by the resultant Person when such Intellectual Property is acquired by such Person.
32. **Attachment.** The Security Interest created hereby is intended to attach when this Agreement is signed by the Grantor and delivered to the Administrative Agent and the Secured Parties.
33. **Registration of Agreement.** The Grantor hereby acknowledges that the Administrative Agent, for and on behalf of itself and the Secured Parties, may register a copy of this Agreement or notice thereof. The Grantor shall cooperate with and assist the Administrative Agent, as requested by the Administrative Agent, with respect to any registrations or notice registrations of or relating to this Agreement which the Administrative Agent deems appropriate.


34. Severability of Provisions. If any term, covenant, obligation or agreement contained in this Agreement, or the application of any such term, covenant, obligation or agreement to any Person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, obligation or agreement to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability and each term, covenant, obligation or agreement contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
35. Successors and Assigns. This Agreement shall extend and enure to the benefit of the Administrative Agent and the Secured Parties and their respective successors and assigns, and shall be binding upon the Grantor and its successors and assigns. The Grantor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the Administrative Agent. The Administrative Agent and the Lenders may assign this Agreement and any and all benefits hereunder in accordance with the assignment provisions applicable to the Credit Agreement.
36. Administrative Agent and Lenders. The Grantor hereby acknowledges that the Administrative Agent acts for itself and on behalf of each of the Secured Parties as administrative agent in connection with the Credit Agreement and the assignments, transfers, pledges, hypothecations and other security interests granted in favour of the Administrative Agent and the Secured Parties hereunder are and shall be held by the Administrative Agent for the benefit of itself and the Secured Parties. The Administrative Agent and the Secured Parties shall not be liable to the Grantor for any negligence or any breaches or omissions on the part of the Administrative Agent or any Secured Party, or any of their respective employees, officers, directors or agents, or any receivers appointed by them in the course of any of their actions.
37. Conflict. In the event that there is any conflict or inconsistency between the provisions contained in this Agreement 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 Agreement 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.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Grantor has executed this Agreement as of the date first written above.

EASYFINANCIAL SERVICES INC.

Per:


Name: Steve Goertz

Title: Chief Financial Officer

I have authority to bind the Corporation.

EFSI - Intellectual Property Security Agreement

TRADEMARK
REEL: 004642 FRAME: 0941

SCHEDULE "A"

COPYRIGHTS

Nil.

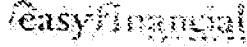

SCHEDULE "B"

PATENTS

NIL

SCHEDULE "C"

TRADEMARKS

Name	Application/Ser #	Registration #	Owner
 easyfinancial services & Design	1,302,208	TMA714,599	easyfinancial services Inc.
 EASYFINANCIAL SERVICES AND DESIGN	77012924	3585166	easyfinancial Services Inc.

SCHEDULE "D"

DESIGNS

Nil.

SCHEDULE "E"
LICENSES GRANTED

Nil.

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