

## 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
33Across Inc.		01/24/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AVAC LTD.		
Street Address:	6815-8th Street N.E.		
Internal Address:	Suite 220		
City:	Calgary, Alberta		
State/Country:	CANADA		
Postal Code:	T2E 7H7		
Entity Type:	Private Company: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3766302	SOCIALDNA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	sisun@clm.com		
Correspondent Name:	Rose Auslander		
Address Line 1:	2 Wall Street		
Address Line 2:	Carter Ledyard & Milburn LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	AVA06 001		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Rose Auslander

Signature:

/roseauslander/

Date:

05/31/2012

**Total Attachments: 6**

source=33ACROSS AVAC AMENDED AND RESTATED GENERAL SECURITY AGREEMENT#page1.tif

source=33ACROSS AVAC AMENDED AND RESTATED GENERAL SECURITY AGREEMENT#page2.tif

source=33ACROSS AVAC AMENDED AND RESTATED GENERAL SECURITY AGREEMENT#page3.tif

source=33ACROSS AVAC AMENDED AND RESTATED GENERAL SECURITY AGREEMENT#page4.tif

source=33ACROSS AVAC AMENDED AND RESTATED GENERAL SECURITY AGREEMENT#page5.tif

source=33ACROSS AVAC AMENDED AND RESTATED GENERAL SECURITY AGREEMENT#page6.tif

## AMENDED AND RESTATED GENERAL SECURITY AGREEMENT

1. **33Across Inc.**, a Delaware Corporation having offices at 229 West 28th Street, 12th Floor, New York, New York 10001, (the "Grantor") for valuable consideration grants to AVAC LTD., a private company, having a registered office at Suite 220, 6815 - 8th Street N.E., Calgary, Alberta, T2E 7H7, (the "Secured Party") to secure obligations due and owing by Grantors under an Investment Agreement of even date, between Grantor and the Secured Party (as the same may from time to time be amended, extended, supplemented or superseded, the "Investment Agreement") grants to the Secured Party, a security interest in the present and after acquired undertaking and property (other than consumer goods) of the Secured Party including all the right, title, interest and benefit which the Grantor now has or may hereafter have in all property of the kinds hereinafter described, wherever located (the "Collateral"):

(a) all Intellectual Property Rights owned, controlled or possessed by the Grantor where "Intellectual Property Rights" means any right or protection existing from time to time in a specific jurisdiction, whether registered or not, under any patent law or other invention or discovery law, copyright law, performance or moral rights law, trade-secret law, confidential information law (where confidential information includes "Know-How"), plant breeders law, integrated circuit topography law, semi-conductor chip protection law, trademark law, unfair competition law or other similar laws and includes legislation by competent governmental authorities and judicial decisions under common law or equity; "Know-How" means all factual or technical knowledge and information not capable of precise, separate description but which, in an accumulated form, after being acquired as the result of experience or trial and error, gives to the one acquiring it an ability to produce and/or market something which one otherwise would not as readily have known how to produce and/or market with the same accuracy or precision necessary for commercial success;

(b) all manuals or technical information pertaining to the Intellectual Property Rights and the technology related thereto, all as owned, possessed or controlled by the Grantor;

(c) all intangibles including but not limited to contracts, agreements, options, permits, licenses, consents, approvals, authorizations, orders, judgment certificates, rulings, insurance policies, agricultural and other quotas, subsidies, franchises, immunities, privileges, and benefits;

(d) all goods comprising the inventory of the Grantor including but not limited to goods held for sale or lease or that have been leased or consigned to or by the Grantor or furnished or to be furnished under a contract of service or that are raw materials, work in process or materials used or consumed in a business or profession or finished goods and timber cut or to be cut, oil, gas, hydrocarbons, and minerals extracted or to be extracted, all livestock and the young and unborn young thereof and all crops;

(e) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, whether described in Schedule "A" hereto or not;

(f) all accounts, including deposit accounts in banks, credit unions, trust companies and similar institutions, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Grantor, and all claims of any kind which the Grantor now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;

(g) all chattel paper;

(h) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(i) all instruments, shares, partnership interests, stock, warrants, bonds, debentures, debenture stock or other securities, money, letters of credit, advices of credit and checks, including, without limitation, any such interests described in Schedule "A" hereto;

~~(j) with respect to the personal property described in subparagraphs (a) to (i) inclusive, all books, accounts, invoices, letters, papers, documents, disks, and other records in any form, electronic or otherwise, evidencing or relating thereto; and all contracts, securities, instruments and other rights and benefits in respect thereof;~~

(k) with respect to the personal property described in subparagraphs (a) to (i) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and

(l) with respect to the personal property described in subparagraphs (a) to (i) inclusive, all proceeds therefrom (other than consumer goods), including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom, and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible chattel paper, instrument or security.

In this Agreement the words "goods", "consumer goods", "account", "account debtor", "inventory", "crops", "equipment", "fixtures", "chattel paper", "document of title", "instrument", "money", "security" or "securities", "intangible", "receiver", "proceeds" and "accessions" shall have the same meanings as their defined meanings where such words are defined in the Uniform Commercial Code as adopted in the State of New York, including any amendments thereto, being referred to in this Agreement as "the NYUCC". In this Agreement, "Collateral" shall refer to "Collateral or any item thereof".

2. The Grantor hereby represents and warrants to the Secured Party that:

(a) all of the Collateral is, or when the Grantor acquires any right, title or interest therein, will be the sole property of the Grantor free and clear of all security interests, mortgages, charges, hypothecs, liens or other encumbrances except as disclosed by the Grantor to the Secured Party in writing;

(b) none of the Collateral consists of consumer goods;

(c) the Grantor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and also against such other risks as AVAC may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to AVAC, and

(d) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Grantor in accordance with its terms.

3. Until an Event of Default occurs, as defined in the Investment Agreement, the Grantor may use the Collateral in any lawful manner not inconsistent with this Agreement, and the Secured Party shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may reasonably request in connection therewith, and for such purpose shall permit the Secured Party or its agent access to all places where Collateral may be located and to all premises occupied by the Grantor to examine and inspect the Collateral and related records and documents.

4. After an Event of Default occurs (subject to the remedy provision provided in the Investment Agreement):

(a) the Secured Party may take control of all proceeds of Collateral and may apply any money taken as Collateral to the satisfaction of the Obligations secured hereby;

(b) the Secured Party may give notice to any or all account debtors of the Grantor and to any or all persons liable to the Grantor under an instrument to make all further payments to the Secured Party and any payments or other proceeds of Collateral received by the Grantor from account debtors or from any persons liable to the Grantor under an instrument, whether before or after such notice is given by the Secured Party, shall be held by the Grantor in trust for the Secured Party and paid over to the Secured Party upon request;

(c) the Secured Party may take possession of the Collateral, enter upon any premises of the Grantor, otherwise enforce this Agreement and enforce any rights of the Grantor in respect of the Collateral by any manner permitted by law and may use the Collateral in the manner and to the extent that the Secured Party may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at a reasonably convenient place designed by the Secured Party.

(d) the Secured Party may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral and may remove any receiver so appointed by the Secured Party and appoint another in his stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by applicable law or to such lesser extent permitted, have all of the rights, benefits and powers of the Secured Party hereunder or under the NYUCC or otherwise and without limitation have power to take possession of the Collateral, to carry on all or any part or parts of the business of the Grantor, to borrow money required for the seizure, retaking, repossession, holding, insurance, repairing, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Collateral and for any other enforcement of this Agreement or for the carrying on of the business of the Grantor on the security of the Collateral in priority to the security interest created under this Agreement, and to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine provided that if any such disposition involves deferred payment the Secured Party will not be accountable for and the Grantor will not be entitled to be credited with the proceeds of any such disposition until the monies therefor are actually received; and further provided that any such receiver shall be deemed the agent of the Investee and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such receiver.

(e) the Secured Party may proceed to enforce payment of the Obligations and the Grantor and the Secured Party shall have, in addition to any other rights and/or other compliance with remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and other applicable legislation and those provided by this Agreement;

(f) the Secured Party may hold as additional security any increase or profits, except money, received from any Collateral in the Secured Party's possession, and may apply any money received from such Collateral to reduce the Obligations secured hereby and may hold any balance as additional security for such part of the Obligations as may not yet be due, whether absolute or contingent;

(g) the Secured Party will not be obligated to keep any Collateral separate or identifiable;

(h) in the case of any instrument, security or chattel paper comprising part of the Collateral, the Secured Party will not be obligated to take any necessary or other steps to preserve rights against other persons; and

(i) the Secured Party may have any Collateral comprising instruments, shares, partnership interests, equity interests, stock, warrants, bonds, debentures, debenture stock or other securities, registered in its name or in the name of its nominee and shall be entitled but not bound or required to vote in respect of such Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights

which the holder of such Collateral may at any time have; but the Secured Party shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof.

5. Where required to do so by the NYUCC, the Secured Party shall give to the Grantor the written notice required by the NYUCC of any intended disposition of the Collateral by serving such notice personally on the Grantor or by sending any notices to the Grantor in accordance with Section 9 hereof or by any other method authorized or permitted by the NYUCC.

6. Any proceeds of any disposition of any Collateral may be applied by the Secured Party to the payment of expenses incurred or paid in connection with seizing, repossessing, retaking, holding, repairing, processing, insuring, preserving, preparing for disposition and disposing of the Collateral or for the carrying on of the business of the Grantor (including reasonable solicitor's fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Secured Party towards the payment of the Obligations in such order of application as the Secured Party may from time to time effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 12 shall bear interest at the rate of 2% per annum over the Prime Lending Rate of The Bank of Nova Scotia in effect from time to time, calculated and compounded monthly on the last day of each month, shall be payable by the Investee upon demand and shall be Obligations under this Agreement.

7. The Grantor and the Secured Party further agree that:

(a) the Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Grantor, debtors of the Grantor, sureties and others and with the Collateral or other security as the Secured Party may see fit without prejudice to the liability of the Investee and the Secured Party's rights under this Agreement;

(b) any failure by the Secured Party to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations secured by this Agreement shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations secured by this Agreement;

(c) all rights of the Secured Party under this Agreement shall be assignable and in any action brought by an assignee to enforce such rights, the Grantor shall not assert against the assignee any claim or defense which the Grantor now has or may hereafter have against the Secured Party;

(d) all rights of the Secured Party under this Agreement shall enure to the benefit of its successors and assigns and all obligations of the Grantor under this Agreement shall bind the Grantor, his heirs, executors, administrators, successors and assigns;

(e) this Agreement shall be governed in all respects by the laws of the State of New York, without giving effect to its conflict of laws provisions; and

(f) the time for attachment of the security interest created hereby has not been postponed and is intended to attach when this Agreement is signed by the Grantor and attaches at that time to Collateral in which the Grantor then has any right, title or interest and attaches to Collateral in which the Grantor subsequently acquires any right, title or interest at the time when the Grantor first acquires such right, title or interest.

8. The Grantor acknowledges receiving a copy of this Agreement.

9. All notices required or contemplated to be given under this Agreement and all other communications required or permitted by this Agreement to be given by the Secured Party shall be in writing and shall be either delivered personally or telecopied by facsimile to the Grantor at the following address:

33Across Inc.  
229 West 28th Street, 12th Floor  
New York, New York 10001

~~The Grantor may from time to time by notice delivered in accordance with this paragraph change its address or number for notices hereunder. Communications given personally shall be deemed to have been given by the Secured Party and received by the Grantor on the date of delivery. Communications given by telecopy shall be deemed to have been given by the Secured Party and received by the Grantor on the date they are received by the Grantor.~~

10. The Grantor expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Secured Party in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

Signed as of this <sup>24<sup>th</sup></sup> day of January, 2012.



Eric Wheeler  
Chief Executive Officer  
33Across Inc.