

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
TYNT MULTIMEDIA INC.		08/07/2008	CORPORATION: CANADA
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:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3833295	TYNT	
Serial Number:	85248989	COPYCAT	
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:	auslander@clm.com, sisun@clm.com, frissora@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			

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Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Rose Auslander
Signature:	/roseauslander/
Date:	06/06/2012

Total Attachments: 7

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GENERAL SECURITY AGREEMENT

1. **TYNT MULTIMEDIA INC.**, an Alberta Corporation having offices at 1214C – 9 Avenue S.E., Calgary, Alberta, T2G 0T1 (the "Investee") 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 "Investor") as and by way of a general collateral security by way of a fixed and specific charge, grants to the Investor, a security interest in the present and after acquired undertaking and property (other than consumer goods) of the Investor including all the right, title, interest and benefit which the Investee now has or may hereafter have in all property of the kinds hereinafter described, wherever located (the "Collateral"). The Collateral hereinafter described is granted as a general and collateral security for the prompt and complete fulfilment of the performance by the Investee of its obligations under the Investment Agreement between the Investor and the Investee dated _____, 2008, as amended in writing by mutual agreement by the parties from time to time (the "Investment Agreement"):

- (a) all Intellectual Property Rights owned, controlled or possessed by the Investee 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 Investee;
- (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 Investee including but not limited to goods held for sale or lease or that have been leased or consigned to or by the Investee 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 Investee, and all claims of any kind which the Investee 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 cheques, including, without limitation, any such interests described in Schedule "A" hereto;
- (j) with respect to the personal property described in subparagraphs (a) to (l) 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 (l) 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 (l) 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 *Personal Property Security Act* of Alberta, including any amendments thereto, being referred to in this Agreement as "the PPSA". In this Agreement, "Collateral" shall refer to "Collateral or any item thereof".

2. The Investee hereby represents and warrants to the Investor that:

- (a) all of the Collateral is, or when the Investee acquires any right, title or interest therein, will be the sole property of the Investee free and clear of all security interests, mortgages, charges, hypothecs, liens or other encumbrances except as disclosed by the Investee to the Investor in writing;
- (b) none of the Collateral consists of consumer goods;

- (c) the Investee 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 Investee in accordance with its terms.

3. Until an Event of Default occurs, as defined in the Investment Agreement, the Investee may use the Collateral in any lawful manner not inconsistent with this Agreement, but the Investor 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 Investor may consider appropriate and the Investee agrees to furnish all assistance and information and to perform all such acts as the Investor may reasonably request in connection therewith, and for such purpose shall permit the Investor or its agent access to all places where Collateral may be located and to all premises occupied by the Investee 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 Investor 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 Investor may give notice to any or all account debtors of the Investee and to any or all persons liable to the Investee under an instrument to make all further payments to the Investor and any payments or other proceeds of Collateral received by the Investee from account debtors or from any persons liable to the Investee under an instrument, whether before or after such notice is given by the Investor, shall be held by the Investee in trust for the Investor and paid over to the Investor upon request;
- (c) the Investor may take possession of the Collateral, enter upon any premises of the Investee, otherwise enforce this Agreement and enforce any rights of the Investee 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 Investor may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Investee to assemble the Collateral and deliver or make the Collateral available to the Investor at a reasonably convenient place designed by the Investor.
- (d) the Investor 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 Investor 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 Investor hereunder or under the PPSA 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 Investee, 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 Investee 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 Investor will not be accountable for and the Investee 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 Investor shall not be in any way responsible for any misconduct or negligence of any such receiver.

- (e) the Investor may proceed to enforce payment of the Obligations and the Investee and the Investor 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 Investor may hold as additional security any increase or profits, except money, received from any Collateral in the Investor'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 Investor 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 Investor will not be obligated to take any necessary or other steps to preserve rights against other persons; and
- (i) the Investor 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 Investor 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 PPSA, the Investor shall give to the Investee the written notice required by the PPSA of any intended disposition of the Collateral by serving such notice personally on the Investee or by sending any notices to the Investee in accordance with Section 9 hereof or by any other method authorized or permitted by the PPSA.

6. Any proceeds of any disposition of any Collateral may be applied by the Investor 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 Investee (including reasonable solicitor's fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Investor towards the payment of the Obligations in such order of application as the Investor 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 Investee and the Investor further agree that:

- (a) the Investor may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Investee, debtors of the Investee, sureties and others and with the Collateral or other security as the Investor may see fit without prejudice to the liability of the Investee and the Investor's rights under this Agreement;
- (b) any failure by the Investor 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 Investor under this Agreement shall be assignable and in any action brought by an assignee to enforce such rights, the Investee shall not assert against the assignee any claim or defence which the Investee now has or may hereafter have against the Investor;
- (d) all rights of the Investor under this Agreement shall enure to the benefit of its successors and assigns and all obligations of the Investee under this Agreement shall bind the Investee, his heirs, executors, administrators, successors and assigns;
- (e) *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this Agreement, or to any agreement or instrument renewing or extending or collateral to this Agreement or to the rights, powers or remedies of the Investor under this Agreement;
- (f) this Agreement shall be governed in all respects by the laws of the Province of Alberta and the federal laws of Canada applicable therein; and
- (g) 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 Investee and attaches at that time to Collateral in which the Investee then has any right, title or interest and attaches to Collateral in which the Investee subsequently acquires any right, title or interest at the time when the Investee first acquires such right, title or interest.

8. The Investee 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 Investor shall be in writing and shall be either delivered personally or telecopied by facsimile to the Investee at the following address:

1214C - 9 Avenue S.E.
Calgary, AB T2G 0T1
(403) 775-4220 fax

The Investee may from time to time by notice delivered in accordance with this paragraph 9 change its address or number for notices hereunder. Communications given personally shall be deemed to have been given by the Investor and received by the Investee on the date of delivery. Communications given by telecopy shall be deemed to have been given by the Investor and received by the Investee on the date they are received by the Investee.

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

The Investee hereby irrevocably agrees to attorn and by execution of this Agreement does hereby attorn to the non-exclusive jurisdiction of the Courts of the Province of Alberta.

Signed as of this 7 day of August, 2008.

Per: _____



Name: Tynt Multimedia Inc.

Title: Derek Ball, CEO

SCHEDULE "A"

(Description of Collateral)

Tynt Multimedia Inc.'s rights under the following patents:

"Network Resource Annotation and Search System" – US Provisional Application #61/129,097, filed June 4, 2008.

PATENT FAMILY	COUNTRY	File Number	STATUS
Network Resource Annotation and Search System	USA	61/129,097	Pending