

## 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
TECHNOLOGIES 20-20 INC. / TECHNOLOGIES 20-20 INC.		09/12/2012	CORPORATION: QUEBEC
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as Agent		
Street Address:	One Boston Place, 201 Washington Street		
Internal Address:	Suite 1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4040083	SHOPWARE	
Registration Number:	3836537	SHOPVISION	
Registration Number:	2548749	20-20 TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.325		

OP \$90.00 4040083

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	09/12/2012
<b>Total Attachments: 6</b> source=20-20 Trademark Security Agreement#page1.tif source=20-20 Trademark Security Agreement#page2.tif source=20-20 Trademark Security Agreement#page3.tif source=20-20 Trademark Security Agreement#page4.tif source=20-20 Trademark Security Agreement#page5.tif source=20-20 Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of September, 2012, by and among TECHNOLOGIES 20-20 INC. / TECHNOLOGIES 20-20 INC., a corporation organized under the laws of Quebec ("Grantor"), and WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, an Ontario corporation ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among 9266-7658 Québec Inc., as parent ("Parent"), the Grantor, as Borrower, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that (i) Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Canadian Guaranty and Security Agreement, dated as of September 12, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Canadian Guaranty and Security Agreement") and that certain Deed of Hypothec, dated as of September 7, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Deed of Hypothec"), and (ii) 20-20 Technologies Commercial Corp., a Delaware corporation (the "US Sub"), a subsidiary of the Grantor organized under the laws of the State of Delaware in the United States, shall have executed and delivered that certain Guaranty and Security Agreement, dated as of September 12, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "US Guaranty and Security Agreement");

WHEREAS, pursuant to the Credit Agreement, the Canadian Guaranty and Security Agreement and the Deed of Hypothec, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, certain additional collateral and security documents; and

WHEREAS, Grantor owns certain trademarks that are registered with the United States Patent and Trademark Office (the "US Trademarks"), and Agent has determined that it is desirable that Grantor should execute this Trademark Security Agreement in order for Grantor to grant a security interest to Agent in the US Trademarks under this Trademark Security Agreement in addition to the grant of security therein provided under the Canadian Guaranty and Security Agreement and the Deed of Hypothec;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the US Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement (provided, however, that "Secured Obligations" shall instead have the meaning ascribed thereto in the Canadian Guaranty and Security Agreement), and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following (except for Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Deed of Hypothec and the Canadian Guaranty and Security Agreement. Grantor further acknowledges and affirms that (i) the terms of the grant of the Security Interest in the Trademark Collateral from the Grantor to the Agent, for the benefit of the Lender Group and the Bank Product Providers hereunder, shall be the same terms upon which security is granted by Grantors (as defined in the US Guaranty and Security Agreement) with respect to Trademark Collateral under the US Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein, the rights and remedies of Agent with respect to the Security

Interest in the Trademark Collateral made and granted hereby shall be those as are more fully set forth in the Canadian Guaranty and Security Agreement, the Deed of Hypothec and the US Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks (except for Excluded Assets), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new registered Trademarks or application of Grantor (except for those constituting Excluded Assets). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE US GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**TECHNOLOGIES 20-20 INC. / 20-20  
TECHNOLOGIES INC.**, a corporation organized  
under the laws of Quebec

By:   
Name: Steve Perrone  
Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA**, an Ontario corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**TECHNOLOGIES 20-20 INC. / 20-20  
TECHNOLOGIES INC.**, a corporation organized  
under the laws of Quebec

By: \_\_\_\_\_  
Name: Steve Perrone  
Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA**, an Ontario corporation

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sean M. Noonan  
Vice President, Relationship Manager  
Wells Fargo Capital Finance  
Corporation Canada

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Technologies 20-20 Inc. / 20-20 Technologies Inc.	USA	SHOPWARE	7753250 / 4040083	10/18/2011 (Reg Date)
Technologies 20-20 Inc. / 20-20 Technologies Inc.	USA	SHOPVISION	77553256 / 3836537	08/24/2010 (Reg Date)
Technologies 20-20 Inc. / 20-20 Technologies Inc.	USA	20-20 TECHNOLOGIES	75688167 / 2548749	03/19/2002 (Reg Date)