

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Deed of Hypothec - Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
20-20 TECHNOLOGIES INC.		09/12/2012	CORPORATION: QUEBEC
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA		
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2548749	20-20 TECHNOLOGIES	
Registration Number:	2898918	20-20 KITCHEN BUILDER	
Registration Number:	3836537	SHOPVISION	
Registration Number:	4040083	SHOPWARE	
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@goldbergekohn.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 \$115.00 2548749

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	09/19/2012
<p><b>Total Attachments: 32</b></p> <p>source=Deed of Hypothec#page1.tif source=Deed of Hypothec#page2.tif source=Deed of Hypothec#page3.tif source=Deed of Hypothec#page4.tif source=Deed of Hypothec#page5.tif source=Deed of Hypothec#page6.tif source=Deed of Hypothec#page7.tif source=Deed of Hypothec#page8.tif source=Deed of Hypothec#page9.tif source=Deed of Hypothec#page10.tif source=Deed of Hypothec#page11.tif source=Deed of Hypothec#page12.tif source=Deed of Hypothec#page13.tif source=Deed of Hypothec#page14.tif source=Deed of Hypothec#page15.tif source=Deed of Hypothec#page16.tif source=Deed of Hypothec#page17.tif source=Deed of Hypothec#page18.tif source=Deed of Hypothec#page19.tif source=Deed of Hypothec#page20.tif source=Deed of Hypothec#page21.tif source=Deed of Hypothec#page22.tif source=Deed of Hypothec#page23.tif source=Deed of Hypothec#page24.tif source=Deed of Hypothec#page25.tif source=Deed of Hypothec#page26.tif source=Deed of Hypothec#page27.tif source=Deed of Hypothec#page28.tif source=Deed of Hypothec#page29.tif source=Deed of Hypothec#page30.tif source=Deed of Hypothec#page31.tif source=Deed of Hypothec#page32.tif</p>	

## DEED OF HYPOTHEC

ON THIS Seventh day of September, Two Thousand and Twelve,

BEFORE Mre Shalini Sangani, the undersigned Notary, practising in the City and District of Montreal, Province of Quebec,

APPEARED:

**WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, a legal person, having its registered office at 199 Bay Street, Suite 2800, Toronto (Ontario) M5L 1A9, herein acting as "fondé de pouvoir" under Article 2692 of the *Civil Code of Quebec*, herein acting and represented by Martin Sills, hereunto duly authorized by a power of attorney dated September 7, 2012, a copy or duplicate of which is attached hereto as Appendix "A", after having been acknowledged true and signed for identification by the said representative with and in the presence of the undersigned Notary,

(hereinafter called the "Attorney"):

AND:

**9266-7674 QUÉBEC INC.**, a legal person existing under the laws of Quebec, having its registered office at 1000 de La Gauchetière St. West, Suite 2100, Montreal, Québec, H3B 4W5, herein acting and represented by Constantine Troulis, hereunto duly authorized by a resolution of the board of directors dated September 7, 2012, a copy or duplicate of which is attached hereto as Appendix "B", after having been acknowledged true and signed for identification by the said representative with and in the presence of the undersigned Notary,

(hereinafter called the "Grantor")

**WHEREAS** as continuing collateral security for the due payment, *inter alia*, of the Bonds (as hereinafter defined), the Grantor has agreed to hypothecate all present and future movable property more fully described herein;

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

**ARTICLE 1  
INTERPRETATION**

**Section 1.1 Definitions**

Capitalized terms used herein and defined in the Credit Agreement (as hereinafter defined) shall have the meaning ascribed to them in the Credit Agreement unless otherwise defined therein and, as used herein, the following terms have the following meanings unless there is something in the subject matter or context inconsistent therewith:

“Agent” means Wells Fargo Capital Finance Corporation Canada, as administrative agent under the Credit Agreement, together with any successor administrative agent appointed in accordance with the terms of the Credit Agreement.

“Applicable Law” means, with respect to any Person, any federal, provincial, state, local, municipal or foreign (including the European Union) law, statute, treaty, rule or regulation or final, non-appealable determination of any arbitrator or any court or other Governmental Authority, in each case having legally binding effect upon and applicable to such Person or to any of its property.

“Attorney” means the Attorney defined above, acting as *fondé de pouvoir* under Article 2692 of the *Civil Code of Quebec*, and its successors and assigns.

“Bondholder” means any Person holding at any time any one or more of the Bonds and any Person with whom any Bond has been deposited as security or in whose favour a Bond has been pledged.

“Bonds” means the bonds which have been or may be issued hereunder from time to time and “Bond” means any one of them.

“Charged Property” means the universality of all of the movable property, rights and assets of the Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation:

- (a) all present and future:
  - (i) Claims;
  - (ii) Contractual Rights;
  - (iii) Equipment;
  - (iv) Hypothecated Securities;

- (v) Insurance Policies;
- (vi) Intellectual Property;
- (vii) Inventory;
- (viii) Proceeds;
- (ix) Records; and
- (x) Title Documents;

(b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing.

As used in this Hypothec, the term "**Charged Property**" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a grant of a hypothec in, and the term "**Charged Property**" shall not include any Excluded Assets, provided, however, that to the extent permitted by applicable law, this Hypothec shall create a hypothec in the Proceeds of the Excluded Assets.

"**Claims**" means all claims of the Grantor, including, without limitation, all cash, cash equivalents, bank accounts, accounts receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Grantor or anyone on behalf of the Grantor in respect of the foregoing or any part thereof.

"**Contractual Rights**" means all present and future rights of the Grantor arising under or in connection with any agreements (such as, by way of example only, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements and service contracts), permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property or any part thereof.

"**Credit Agreement**" means the Credit Agreement dated or to be dated on or about September 11, 2012, by and among, *inter alios*, 9266-7658 Québec Inc., as parent, the Grantor, as borrower, the banks, financial institutions and other institutional lenders listed on the signature pages thereof as lenders, and the Agent, as the same may be amended, modified, supplemented, revised, restated or replaced from time to time.

**"Equipment"** means all present and future equipment and machinery of the Grantor of whatever kind and wherever situated, including, without limitation, all machinery, equipment, tools, apparatus, furniture, fixtures and vehicles of whatsoever nature or kind.

**"Event of Default"** means (a) any "Event of Default" under, and as defined in, the Credit Agreement, and (b) any failure by the Grantor to pay any amount payable under any of the Bonds when due.

**"Excluded Assets"** means motor vehicles of the Grantor that are subject to certificates of title.

**"General Security Agreement"** means the Canadian Guarantee and Security Agreement dated or to be dated on or about September 11, 2012, among the Grantor, as borrower, 9266-7658 Québec Inc., as parent, and the Agent, as the same may be amended, modified, supplemented, revised, restated or replaced from time to time.

**"Governmental Authority"** means any federal, provincial, state, regional, municipal or foreign (including the European Union) court, government or governmental agency, board, tribunal, authority, instrumentality or regulatory body and includes Her Majesty the Queen in right of Canada or any province or territory thereof.

**"Grantor"** means the Grantor defined above and its successors and permitted assigns, including, without limitation, the corporation to be known as Technologies 20-20 Inc. / 20-20 Technologies Inc. resulting from the amalgamation of the Grantor with Technologies 20-20 Inc. / 20-20 Technologies Inc. and 9267-7749 Québec Inc.

**"Hypothec"** means this deed and all amendments, replacements, restatements, supplements and substitutions thereto.

**"Hypothecated Securities"** means all securities, security entitlements, financial assets, investment property, investment certificates, futures contracts, shares, options, warrants, interests, participations, units or other equivalents of, in or issued by a trust, legal person, partnership, limited partnership or other entity, whether voting or non-voting or participating or non-participating, now or hereafter owned by the Grantor. For greater certainty, the Grantor hereby acknowledges that all present and future securities, security entitlements and financial assets described as being hypothecated hereunder shall include all securities, security entitlements and financial assets as such terms are used in the *Act Respecting the transfer of Securities and the Establishment of Security Entitlements* (Québec).

**"Indebtedness"** means all existing and future indebtedness, obligations and liabilities owing by the Grantor to the Bondholders or the Attorney from time to time under or pursuant to the Bonds or this Hypothec.

**"Insurance Policies"** means all present and future insurance policies maintained by the Grantor in respect of the Charged Property (or a portion thereof) or the life of any individual and all insurance proceeds or indemnities in respect of the Charged Property or the life of any individual payable thereunder from time to time.

**"Intellectual Property"** means all of the right, title and interest of the Grantor in the intellectual property and industrial property now or hereafter owned or used by the Grantor, including, without limitation, all patents, Trademarks, industrial designs (as well as applications for patents, Trademarks or industrial designs), copyrights, inventions, trade secrets, know-how, plant breeder's rights, topography of integrated circuits, rights related to the Grantor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Grantor, including the intellectual property set out in the Second Schedule hereof.

**"Inventory"** means all of the inventory of the Grantor, both present and future, including, without limitation, all raw materials, work in progress or materials used or consumed in the business of the Grantor and all other goods and all products and by-products thereof or derived therefrom, manufactured, produced or purchased for sale, lease or resale by the Grantor, or procured for such manufactured products, sale, lease or resale and all goods, wares and merchandises used or procured for the packing or shipping of any of the foregoing, and all the goods, wares and merchandises, products and by-products thereof or derived therefrom, so manufactured, produced or purchased for sale, lease or resale.

**"Lien"** means any mortgage, deed of trust, pledge, hypothec, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a capital lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

**"Person"** means any individual, corporation, partnership (including, without limitation, any limited partnership), joint venture, association, joint stock company, trust, trustee, limited liability company, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

**"Proceeds"** means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

"Records" means all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), access codes, recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

"Title Documents" means all present and future warehouse receipts and similar documents of title relating to Inventory.

"Trademarks" means any and all trade-marks, trade names, registered trade-marks, trade-mark applications, service marks, registered service marks and service mark applications (whether statutory or common law and whether established or registered in Canada, the United States or any other country or any political subdivision thereof) including those set out on the Second Schedule, (A) all renewals thereof, income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (B) the right to sue for past, present and future infringements and dilutions thereof, (C) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith, and (D) all of the Grantor's rights corresponding thereto throughout the world.

#### Section 1.2 Severability

If any one or more of the provisions contained in this Hypothec or any Bond shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Attorney, be severable from and shall not affect any other provision of this Hypothec or the Bond, as the case may be, but this Hypothec or the Bond shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Hypothec or the Bond.

#### Section 1.3 Interpretation and Headings

The Grantor acknowledges that this Hypothec is the result of negotiations between the parties and shall not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation or negotiation. The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to the whole of this Hypothec including, without limitation, these additional provisions, and not to any particular Section or other portion thereof or hereof and extend to and include any and every document supplemental or ancillary hereto or in implementation hereof. Words in the singular



include the plural and words in the plural include the singular. Words importing the masculine gender include the feminine and neuter genders where the context so requires. Words importing the neuter gender include the masculine and feminine genders where the context so requires. The headings do not form part of this Hypothec and have been inserted for convenience of reference only. Any reference to "including" shall mean "including without limitation" whether or not expressly provided.

**Section 1.4 Effective Date**

This Hypothec shall take effect upon execution of this Hypothec by the parties hereto notwithstanding that all or any part of the principal amount secured by this Hypothec or by any deposit or pledge of a Bond has not been advanced.

**Section 1.5 Currency**

Unless otherwise specified in this Hypothec, all dollar references in this Hypothec are expressed in Canadian dollars.

**ARTICLE 2  
ISSUE OF BONDS**

**Section 2.1 Limitation of Issue**

The Bonds which may be created and issued under this Hypothec are limited to a principal amount of ONE HUNDRED MILLION DOLLARS (\$100,000,000) and may be created and issued for such amounts and on such terms as any director, officer or other Person designated by the Grantor or any Person who has signed this Hypothec for and on behalf of the Grantor may determine.

**Section 2.2 Form of Bonds**

The Bonds shall be substantially in the form set out in the First Schedule of this Hypothec. The Bonds shall bear the date of their issuance and shall be payable at the place indicated therein or at any other place subsequently designated by the Attorney. The Bonds shall bear interest from the date of their issuance, both before and after maturity, at the rate of twenty-five percent (25%) per annum. The principal and interest of the Bonds shall be payable on demand, with interest on overdue interest at the aforementioned rate.

**Section 2.3 Signature of Bonds**

The Bonds may be signed for and on behalf of the Grantor by any officer or director of the Grantor or any other Person designated by the Grantor, or any Person who has signed this Hypothec for and on behalf of the Grantor.

**Section 2.4 Execution**

The execution of the Bonds by the Grantor shall constitute conclusive evidence that the Bonds have been issued hereunder but shall not be construed as a representation or warranty by the Attorney as to the validity of this Hypothec, the security constituted hereby or the Bonds, and the Attorney shall in no way be liable for the use made of the Bonds or the proceeds thereof.

**Section 2.5 Hypothecation, Deposit and Assignment**

The Bonds are created and may be issued solely for the purposes of being hypothecated, pledged or deposited by the Grantor as security for any indebtedness or any other obligations, direct or indirect, present or future, of the Grantor or any other person arising under or in connection with the Credit Agreement. In the event of such hypothec, pledge or deposit, the extinction of the underlying indebtedness or obligation being secured shall not constitute payment of the Bonds.

**Section 2.6 Rank**

All Bonds shall rank equally and shall be equally and rateably secured by the hypothec constituted hereunder.

**Section 2.7 Replacement of Bonds**

Upon request from a Bondholder and subject to such reasonable requirements as the Attorney may prescribe, including an appropriate indemnity by such Bondholder to the Grantor, the Grantor shall issue and deliver a new Bond certificate in place of a Bond certificate requiring replacement by reason of such certificate having been lost, mutilated or destroyed or for any other reason.

**ARTICLE 3  
CHARGE**

**Section 3.1 Hypothec**

(a) To secure the payment of the Indebtedness and of the expenses and charges incurred by the Attorney to obtain payment of the Indebtedness or to conserve the Charged Property, the Grantor hereby hypothecates the Charged Property in favour of the Attorney for the principal sum of ONE HUNDRED MILLION DOLLARS (\$100,000,000), together with interest thereon from the date hereof at the rate of twenty-five percent (25%) per annum, calculated semi-annually and not in advance.

(b) The hypothec granted hereunder does not constitute and shall not constitute nor be construed as a floating hypothec within the meaning of Article 2715 of the *Civil Code of Quebec*.

**Section 3.2 Suspensive Condition**

If the hypothecation or assignment of any rights or interest in any contract, lease, permit, license, or license agreement covering movable or immovable property of the Grantor constituting Charged Property is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement, then the hypothec created hereby on any such contract, lease, permit, license, or license agreement shall be under the suspensive condition of the such prohibition or restriction being waived or the consent of the third party to such contract, lease, permit, license, or license agreement being obtained (provided, that, (A) the foregoing suspensive condition shall in no way be construed to apply to the extent that any described prohibition or restriction is ineffective or unenforceable under applicable law, and (B) the foregoing suspensive condition shall in no way be construed to limit, impair, or otherwise affect any of Attorney's continuing hypothec on any rights or interests of the Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement or Hypothecated Securities (including any Claims or Hypothecated Securities), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement or Hypothecated Securities). Upon such prohibition or restriction being waived or the consent of the third party being obtained, the hypothec created under this Hypothec shall apply to the applicable contract, lease, permit, license, or license agreement without regard to this section and without the necessity of any further act or assurance to effect the hypothecation thereof.

To the extent that any Hypothecated Securities in certain joint ventures of the Grantor as may be mutually agreed by the Grantor and the Required Lenders following the date hereof cannot be hypothecated or assigned without the consent of one or more third parties or is prohibited by such joint venture's organizational documents or documents related thereto or other agreements expressly permitted by the Credit Agreement relating to any such joint venture, then the hypothec created hereby on any such Hypothecated Securities shall be under the suspensive condition of such prohibition ceasing to exist or being waived or the consent of the third party or parties being obtained. Upon such prohibition or restriction ceasing to exist or being waived or the consent of the third party or parties being obtained, the hypothec created under this Hypothec shall apply to such Hypothecated Securities without regard to this section and without the necessity of any further act or assurance to effect the hypothecation thereof.

To the extent that the hypothecation or assignment of any Charged Property subject to Liens permitted by the Credit Agreement securing Permitted Purchase Money Indebtedness is prohibited by or results in a breach or termination of, or constitutes a default under, the documentation governing such Liens or the obligations secured by such Liens, then the hypothec created hereby on any such Charged Property shall be under the

suspensive condition of the ineffectiveness, lapse or termination of such prohibition or the consent to such hypothecation being obtained. Upon such prohibition ceasing to exist or consent being obtained, the hypothec created under this Hypothec shall apply to the applicable Charged Property without regard to this section and without the necessity of any further act or assurance to effect the hypothecation thereof.

### **Section 3.3 Continuing Security**

The hypothec created herein is continuing security and will subsist notwithstanding any fluctuation or repayment of the obligations hereby secured. The Grantor shall be deemed to obligate itself again, as provided in Article 2797 of the *Civil Code of Quebec*, with respect to any future obligation hereby secured.

### **Section 3.4 Release of Charged Property**

Upon the consummation of any disposition of Charged Property to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and receipt by the Attorney or Agent of the Net Cash Proceeds thereof to the extent required pursuant to the terms of the Credit Agreement, the hypothec granted hereby to the extent of such Charged Property shall be automatically released but shall affect the proceeds or products thereof. The Attorney shall, at the request and expense of the Grantor, arrange for execution and filing of the necessary application for registration of such release at the Register of Personal and Movable Real Rights and any other applicable office of public record.

### **Section 3.5 Representations, covenants, etc.**

(a) Each of the representations and warranties of the Grantor contained in the General Security Agreement is incorporated in this Hypothec by reference, is restated and shall apply *mutatis mutandis* to the present Hypothec and the Charged Property (with all adjustments to the language of such representations and warranties which may be necessary or desirable to conform to the laws of the Province of Québec).

(b) The Grantor hereby agrees to perform each of its covenants contained in Section 7 of the General Security Agreement and to the extent not incompatible with the laws of the Province of Québec, each of such covenants is incorporated herein, with all adjustments to the language of such provisions which may be necessary or desirable to conform to the laws of the Province of Québec and to give full effect to the spirit and intent of this Hypothec.

**ARTICLE 4  
ADDITIONAL PROVISIONS WITH RESPECT TO THE  
HYPOTHEC ON CLAIMS**

**Section 4.1 Debt Collection**

The Attorney hereby authorizes the Grantor to collect all Claims forming part of the Charged Property as the same fall due and payable according to the terms of each of the documents evidencing such Claims.

**Section 4.2 Withdrawal of Authorization to Collect**

The Attorney may, at its sole discretion, upon the occurrence and during the continuance of an Event of Default, withdraw the authorization granted above, by giving notice as prescribed by Applicable Law, whereupon the Attorney shall immediately be entitled to collect all Claims referred to in such notice. The debtors under such Claims shall comply with the notice sent by or on behalf of the Attorney and thereafter shall pay all Claims to the Attorney without inquiry into the state of accounts between the Attorney and the Grantor or between any Bondholder and the Grantor.

**Section 4.3 Accounts and Records**

Should the Attorney serve a notice withdrawing the authorization granted to the Grantor to collect the Claims as provided for above, the Grantor hereby agrees that all accounts and records maintained by the Attorney with respect to any such Claims received and their application by the Attorney shall be prima facie conclusive and binding unless proven to be wrong or incorrect.

**Section 4.4 Powers in Connection with Collection of Claims**

Without limiting or otherwise restricting the Attorney's rights as set forth herein or under Applicable Law, upon the occurrence and during the continuance of an Event of Default, the Attorney is irrevocably authorized in connection with the collection of the Claims, as the Grantor's agent and mandatary, to:

- (a) grant delays, take or abandon any security;
- (b) grant releases and discharges, whole or partial, with or without consideration;
- (c) endorse all cheques, drafts, notes and other negotiable instruments issued to the order of the Grantor in payment of the Claims;
- (d) take conservatory measures and appropriate proceedings to obtain payment of the Claims;

(e) negotiate and settle out of Court with the debtors of the Claims, their trustee if there is a bankruptcy or insolvency, or any other legal representative, the whole as it deems appropriate; and

(f) deal with any other matter relating to the Claims, in its discretion, without the intervention or the consent of the Grantor;

the Attorney shall not however be liable for any damages or prejudice which may result from its fault, other than its intentional or gross fault.

**Section 4.5 Collection of Debts by Grantor**

If, despite the withdrawal of authorization by the Attorney in accordance with the terms hereof, any Claims are paid to the Grantor, the Grantor shall be deemed to have received such amounts for the account and on behalf of the Attorney and shall pay all such amounts to the Attorney forthwith upon receipt.

**Section 4.6 Further Assurances**

Subject to the limitations in this Hypothec and the other Loan Documents, if and when requested by the Attorney, in writing, the Grantor shall remit to the Attorney all documents which are useful or necessary for the purposes set forth in this Article 4, shall sign any useful or necessary documents without delay, and, as the case may be, shall collaborate in the collection by the Attorney of the Claims.

**Section 4.7 Waiver**

The Grantor hereby waives any obligation the Attorney may have to inform the Grantor of any irregularity in the payment of any Claims.

**Section 4.8 Limitation of Attorney's Liability**

The Attorney shall not be liable or accountable for any failure to collect, realize, dispose of, enforce or otherwise deal with the Claims or any part thereof and shall not be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Attorney, the Grantor or any other Person in respect of the Claims and shall not be liable or responsible for any loss or damage whatsoever which may accrue in consequence of any such failure whether resulting from the negligence of the Attorney or any of its officers, employees, mandataries, solicitors, attorneys, receivers or otherwise other than by way of their intentional or gross fault.

**ARTICLE 5**  
**ADDITIONAL PROVISIONS WITH RESPECT TO THE**  
**HYPOTHEC ON HYPOTHECATED SECURITIES**

**Section 5.1**

Unless an Event of Default has occurred and is continuing, the Grantor shall be entitled to exercise all voting rights and power from time to time exercisable in respect of the Hypothecated Securities and give consents, waivers and ratifications in respect thereof; provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken which would be prejudicial to the interests of the Attorney or which would have the effect of reducing the value of the Hypothecated Securities as security for the Indebtedness or imposing any restriction on the transferability of any of the Hypothecated Securities. Unless an Event of Default has occurred and is continuing, the Attorney shall, from time to time at the request and expense of the Grantor, execute or cause to be executed, in respect of all Hypothecated Securities that are registered in the name of the Attorney or its nominee, if any, valid proxies appointing the Grantor as its (or its nominee's) proxy to attend, vote and act for and on behalf of the Attorney or such nominee, as the case may be, at any and all meetings of each entity which issued Hypothecated Securities that are registered in the name of the Attorney or such nominee, as the case may be, and to execute and deliver, consent to or approve or disapprove of or withhold consent to any resolutions in writing of shareholders or debt holders of each such entity for and on behalf of the Attorney or such nominee, as the case may be, provided however that no such action by the Grantor shall be taken which would be prejudicial to the interests of the Attorney or which would have the effect of reducing the value of the Hypothecated Securities as security for the Indebtedness or imposing any restriction on the transferability of any of the Hypothecated Securities.

Unless an Event of Default has occurred and is continuing, all cash dividends, distributions or other amounts payable in respect of the Hypothecated Securities shall be paid to the Grantor and, if any of the Hypothecated Securities has been registered in the name of the Attorney or its nominee, the Attorney shall execute and deliver (or cause to be executed and delivered) to the Grantor all such dividend orders and other instruments as the Grantor may request for the purpose of enabling the Grantor to receive the dividends or other amounts which the Grantor is authorized to receive and retain pursuant to this Section.

Notwithstanding the foregoing, all dividends, distributions or other amounts payable in respect of Hypothecated Securities which represent an extraordinary, liquidating or other distribution in return of capital not permitted by the Credit Agreement shall be paid to the Attorney.

All dividends, distributions or other payments which are received by the Grantor contrary to the provisions of this Section 5.1 shall be received by the Grantor as mandatary of the Attorney, shall be segregated

from other property or funds of the Grantor and shall be forthwith paid over to the Attorney as Charged Property in the same form as so received (with any necessary endorsement), the whole at the sole expense of the Grantor.

**Section 5.2 Appointment of Attorney.**

The Grantor hereby irrevocably appoints any officer or employee of the Attorney as its attorney with full power of substitution and authority to execute such documents necessary to render effective the rights granted to the Attorney pursuant to this ARTICLE 5.

**ARTICLE 6  
REMEDIES**

**Section 6.1 Acceleration**

Upon the occurrence and during the continuance of an Event of Default, the entire Indebtedness shall, at the option of the Attorney in its sole discretion, immediately become due and payable, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each of which are hereby expressly waived, and all the Attorney's rights and remedies under this Hypothec and otherwise under Applicable Law shall immediately become enforceable and the Attorney shall, in addition to any other rights, recourses and remedies it has, forthwith be entitled to exercise any and all hypothecary rights prescribed by the *Civil Code of Quebec*.

**Section 6.2 Agent**

The Attorney may appoint any one or more agents who shall be entitled to exercise the powers and rights vested in the Attorney pursuant to this Hypothec and under Applicable Law.

**Section 6.3 Attorney May Act on Advice of Professionals**

The Attorney may execute any of the powers imposed or conferred upon it under this Hypothec, and perform any duties required of it, by or through attorneys or agents and, in relation to this Hypothec, may act on the opinion or advice of or information obtained from any lawyer, valuer, surveyor, broker, auctioneer, accountant or other expert, whether obtained by the Attorney or by the Grantor or otherwise, and shall not be responsible for any loss occasioned by acting or not acting thereon, unless occasioned by its intentional or gross fault, and shall be entitled to take legal or other advice and employ such assistance as may be necessary to the proper discharge of its duties, and to pay proper and reasonable compensation to such agents and attorneys for all such legal and other advice or assistance as aforesaid.



**Section 6.4 Attorney's Right to Perform Obligations**

If the Grantor shall fail, refuse or neglect to make any payment or perform any act required hereunder, then while any Event of Default exists which is continuing, and without notice to or demand upon the Grantor and without waiving or releasing any other right, remedy or recourse the Attorney may have as a result of or in relation to such Event of Default, the Attorney may (but shall not be obligated to) make such payment or perform such act for the account of and at the reasonable expense of the Grantor, and shall have the right to take all such action and undertake such expenditures as it may deem necessary or appropriate. If the Attorney shall elect to pay any sum due with reference to the Charged Property, the Attorney may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created hereunder, the Attorney shall not be bound to inquire into the validity of any apparent or threatened adverse title, hypothec, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same.

**Section 6.5 Mise en demeure**

Except as otherwise expressly provided herein or in the Credit Agreement, no notice or *mise en demeure* of any kind shall be required to be given to the Grantor by the Attorney for the purpose of putting the Grantor in default, the Grantor being in default by the mere lapse of time allowed for the performance of an obligation or by the mere happening of an event constituting an Event of Default.

Moreover, notwithstanding anything to the contrary herein or in the Credit Agreement, in furtherance of the hypothecary rights available to the Attorney, the Attorney may sell or otherwise dispose of any Hypothecated Securities which are "securities" or "security entitlements" (within the meaning of *An Act Respecting the Transfer of Securities and Establishment of Security Entitlements (Québec)*) which are dealt in or traded on securities exchanges or financial markets, without having to give a prior notice, obtain voluntary surrender thereof or observe the time limits prescribed by Applicable Law.

**Section 6.6 Exercise of Recourses**

In exercising any of the rights, recourses or remedies available hereunder, the Attorney may at its discretion, in respect of all or any part of the Charged Property or any other security held by the Attorney, exercise such rights, recourses and remedies as are available hereunder or under Applicable Law, as it elects to exercise, without prejudicing the other rights, recourses and remedies available to the Attorney in respect of all or part of the Charged Property or any other hypothec or other security held by the Attorney. The Attorney may exercise any of such rights,

recourses and remedies in respect of all or any part of the Charged Property (or any other security held by the Attorney), simultaneously or successively. It is further understood that the Attorney shall be entitled to exercise and enforce all of the rights and remedies available to it, free from any control of the Grantor provided, however, that the Attorney shall not be bound to realize any specific security nor exercise any right or remedy as aforesaid and shall not be liable for any loss which may be occasioned by any failure to do so.

**Section 6.7 Surrender**

If a prior notice of the Attorney's intention to exercise a hypothecary right is given to the Grantor, the Grantor shall, and shall cause any other Person in possession of the Charged Property subject to such prior notice, to immediately surrender same to the Attorney and shall execute, and cause to be executed all deeds and documents required to evidence such surrender to the Attorney.

**Section 6.8 Extension of Time and Waiver**

Neither any extension of time given by the Attorney to the Grantor or any Person claiming through the Grantor, nor any amendment to this Hypothec or other dealing by the Attorney with a subsequent owner of the Charged Property will in any way affect or prejudice the rights of the Attorney against the Grantor or any other Person or Persons liable for payment of the Indebtedness or any indebtedness secured by any pledge or deposit of a Bond. The Attorney may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Attorney will extend to, or affect, any subsequent Event of Default or the rights of the Attorney arising from such Event of Default. Any such waiver must be in writing and signed by the Attorney. No failure on the part of the Attorney or the Grantor to exercise, and no delay by the Attorney or the Grantor in exercising, any right pursuant to this Hypothec will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right.

**Section 6.9 Cancellation of Hypothec and Release**

The Attorney will have a reasonable period of time after full payment and satisfaction of the Indebtedness to prepare and execute a cancellation of this Hypothec. All reasonable legal and other expenses for the preparation, execution, delivery and registration of the cancellation shall be paid by the Grantor upon demand. The Grantor shall register such cancellation. The Attorney may release in its discretion and at any time any Person or any part or parts of the Charged Property from all or any part of the Indebtedness or the security either with or without any consideration and without releasing any other part of the Charged Property or any other Person from this Hypothec or from any of the covenants

contained in this Hypothec, and without being accountable to the Grantor for the value of the Charged Property released or for any money except that actually received by the Attorney. The Attorney may grant renewals, extensions, indulgences, releases and discharges, may take security from and give the same up, may abstain from taking security from, may accept compositions and proposals, and may otherwise deal with the Grantor and all other Persons and security as the Attorney may see fit without prejudicing the rights of the Attorney hereunder.

**ARTICLE 7**  
**ADDITIONAL RIGHTS OF THE ATTORNEY**

**Section 7.1 Additional Rights**

The Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the following provisions shall apply to supplement the provisions of any Applicable Law and without limiting any other provisions of this Hypothec dealing with the same subject matter:

(a) The Attorney shall be the irrevocable mandatary and agent of the Grantor, with power of substitution, in respect of all matters relating to the enforcement of all rights, recourses and remedies of the Attorney. The Attorney shall, as regards all of the powers, authorities and discretions vested in it hereunder, have the absolute and unfettered discretion as to the exercise thereof whether in relation to the manner or as to the mode or time for their exercise.

(b) Without limiting the generality of Section 7.1(a), the Grantor agrees that the Attorney may but is not obliged to, at the expense of the Grantor, for the purposes of protecting or realizing upon the value of the Charged Property or its rights:

- (i) cease or proceed with, in any way the Attorney sees fit, any enterprise of the Grantor, and the administration of the Charged Property, including, without limiting the generality of the foregoing:
  - A) sign any credit agreement, security document, lease, service contract, maintenance contract or any other agreement, contract, deed or other document in the name of and on behalf of the Grantor in connection with the Charged Property or any enterprise of the Grantor and renew, cancel or amend from time to time any such agreement, contract, deed or other document;
  - B) maintain, repair, operate, alter, complete, preserve or extend any part of the Charged Property in the name of the Grantor;

- C) reimburse for and on behalf of the Grantor any third person having a claim against any part of the Charged Property;
  - D) borrow money or lend its own funds for any purposes related to the Charged Property; and
  - E) receive the revenues, rents, fruits, products and profits from the Charged Property and endorse any cheque, securities or other instrument;
- (ii) dispose of any part of the Charged Property likely to rapidly depreciate or decrease in value;
  - (iii) use the information it has concerning the Grantor or any information obtained during the exercise of its rights in accordance with the Credit Agreement or any confidentiality agreement;
  - (iv) fulfil any of the undertakings of the Grantor or of any other Person;
  - (v) use, administer and exercise any other right pertaining to the Charged Property; and
  - (vi) do all such other things and sign all documents in the name of the Grantor as the Attorney may deem necessary or useful for the purposes of exercising its rights, recourses and remedies hereunder or under Applicable Law.
- (c) In the event of the exercise by the Attorney of any right, recourse or remedy following the occurrence of an Event of Default:
- (i) the Attorney shall only be accountable to the Grantor to the extent of its commercial practice and within the delays normally observed by the Attorney and the Attorney shall not be obliged to with respect to the Charged Property or any enterprise operated by or on behalf of the Grantor;
    - A) make inventory, take out insurance or furnish any security;
    - B) advance any sums of money in order to pay any expenses not even those expenses that may be necessary or useful; or
    - C) maintain the use for which the enterprise of the Grantor or any Charged Property is normally intended, make it productive or continue its use;

and shall not be held liable for any loss whatsoever other than as a result of its intentional or gross fault;

- (ii) any and all sums of money remitted to or held by the Attorney may be invested at its discretion, without the Attorney being bound by any legislative provisions relating to the investment or administration of the property of others; the Attorney is not obliged to invest or pay interest on amounts collected even where such amounts exceed the amounts due by the Grantor;
  - (iii) the Attorney may itself, directly or indirectly, become the owner of the whole or any part of the Charged Property to the extent not prohibited by Applicable Law;
  - (iv) the Attorney may, at the time it exercises its rights, renounce to a right belonging to the Grantor, make settlements and grant discharges and mainlevées, even without consideration;
  - (v) in the event the Attorney exercises its hypothecary right of taking in payment and the Grantor requires the Attorney to sell the whole or any part of the Charged Property, the Grantor acknowledges that the Attorney shall not be required to renounce to its hypothecary right of taking in payment unless, prior to the expiration of the time limit to surrender, the Attorney (i) shall have received security, which the Attorney deems satisfactory, to the effect that the sale will be made at a price sufficient to pay all amounts owing under the Bonds and to enable the Attorney to be paid its claim in full, (ii) shall have been reimbursed the costs it shall have incurred, and (iii) shall have been advanced all amounts necessary for the sale of the Charged Property;
  - (vi) in the event that the Attorney sells the whole or any part of the Charged Property, it will not be required to obtain any prior appraisal from a third party; and
  - (vii) the sale of the Charged Property may be made with legal warranty on the part of the Grantor or, at the option of the Attorney, with total or partial exclusion of warranty.
- (d) The Attorney shall only be bound to exercise reasonable prudence and diligence in the execution of its rights and performance of its obligations under the terms of this Hypothec or under Applicable Law and the Attorney shall not be responsible for prejudice that may result from its fault or that of its agents or representatives, with the exception of its intentional or gross fault.

(e) The Attorney shall not be responsible in respect of any obligations undertaken in the exercise of its powers under the terms of this Hypothec or under Applicable Law, even in any case where the Attorney may have exceeded its powers, or by reason of any delay, omission or any other act made in good faith by the Attorney or its representatives with the exception of obligations undertaken or acts made further to intentional or gross fault.

## ARTICLE 8 THE ATTORNEY

### Section 8.1 Acting as the Person Holding the Power of Attorney

The Grantor hereby acknowledges and consents that the Attorney shall hold the hypothec granted pursuant to this Hypothec for the benefit of the Bondholders and shall act as "*fondé de pouvoir*" of the Bondholders within the meaning of Article 2692 of the *Civil Code of Quebec*. The Attorney may perform any act necessary to the performance of its duties.

To the extent necessary or otherwise required by Applicable Law, and without prejudice to any such appointment or designations in the Credit Agreement or any other agreement or instrument, the Grantor hereby (i) appoints and designates the Attorney as the "*fondé de pouvoir*" of the Bondholders within the meaning of Article 2692 of the *Civil Code of Quebec*, and (ii) waives any right the Grantor may have under Section 32 of the *Act respecting the Special Powers of Legal Persons (Quebec)*.

### Section 8.2 Subsequent Holders of Bonds

Any Person who becomes a Bondholder shall benefit from the provisions hereof and the appointment of the Attorney as "*fondé de pouvoir*" of the Bondholders and, upon becoming a Bondholder, irrevocably authorizes the Attorney to perform such function. Each holder of a Bond, by its acceptance thereof (a) acknowledges that the first issue of a Bond has been or may be purchased from the Grantor by the Agent, by underwriting, purchase, subscription or otherwise, and (b) waives any right it may have under Section 32 of the *Act respecting the Special Powers of Legal Persons (Quebec)*.

### Section 8.3 Protection of Persons Dealing with Attorney

No Person dealing with the Attorney or its agents need inquire whether the hypothec hereby constituted has become enforceable or whether the powers which the Attorney is purporting to exercise have become exercisable.

### Section 8.4 Delegation of Powers

The Attorney may delegate the exercise of its rights or the performance of its obligations hereunder to another Person, including a

Bondholder. In that event, the Attorney may furnish that Person with any information it may have concerning the Grantor or the Charged Property. The Attorney shall not be responsible for damages resulting from such delegation or from any fault committed by such delegate.

**Section 8.5 Successors**

The rights of the Attorney hereunder shall benefit any successor of the Attorney, including any Person resulting from the amalgamation of the Attorney with any other Person.

**Section 8.6 Possession or Production of Bonds not Required**

The Attorney may exercise all of its rights hereunder without possession of the Bonds and without having to produce same in support of any judicial proceeding or trial in connection therewith.

**Section 8.7 Resignation and Removal of Attorney**

The Attorney may at any time resign hereunder upon not less than thirty (30) day notice in writing to the Grantor and to the Bondholders or upon such shorter notice as the Bondholders may accept; the Bondholders may then appoint a new "*fondé de pouvoir*". The Bondholders may also remove the Attorney and appoint a new "*fondé de pouvoir*" in its place and stead, upon not less than thirty (30) day notice in writing to the Attorney and to the Grantor or upon such shorter notice as the Attorney may accept. Such new "*fondé de pouvoir*", without further act, shall be vested with and have the rights and powers granted to the Attorney hereunder and shall be subject in all respects to the conditions and provisions hereof.

**Section 8.8 Liability of Attorney**

The Attorney shall only be accountable for reasonable diligence in the performance of its duties and the exercise of its rights hereunder, and shall only be liable for its own intentional or gross fault.

**Section 8.9 Unfettered Discretion to Exercise Powers**

The Attorney, except as herein otherwise provided, shall, with respect to all rights, powers and authorities vested in it, have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the mode and time for the exercise thereof, and in the absence of fraud, it shall be in no way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

**Section 8.10 Attorney not Required to Act and Limitation of Attorney's Liability in Acting**

The Attorney shall have the rights in its discretion to proceed in its name as the person holding the power of attorney (*fondé de pouvoir*) hereunder to the enforcement of the security hereby constituted by any remedy provided by Applicable Law, whether by legal proceedings or otherwise but it shall not be bound to do or to take any act or action in virtue of the powers conferred on it by these presents unless and until it shall have been required to do so by way of an instrument signed by the Bondholders; the Attorney shall not be responsible or liable, otherwise than as the person holding the power of attorney (*fondé de pouvoir*), for any debts contracted by it, for damages to Persons or property of for salaries or non-fulfilment of contracts during any period for which the Attorney shall take possession of the Charged Property pursuant to Applicable Law, nor shall the Attorney be liable to account for anything except actual revenues or be liable for any loss on realization or for any default or omission for which a hypothecary creditor might be liable; the obligation of the Attorney to commence or continue any act, action or proceeding under this Hypothec shall, at the option of the Attorney, be conditional upon the Bondholders furnishing, when required, sufficient funds to commence or continue such action or proceeding and indemnity reasonably satisfactory to the Attorney.

**Section 8.11 Obligation to Act on Instructions of Bondholders**

The Attorney shall be obliged to act and shall act and be fully protected in acting pursuant to the written instructions of the Bondholders in connection with any proceedings, act, power, right, matter or thing relating to or conferred by or to be done under this Hypothec.

**ARTICLE 9  
SCHEDULES**

**Section 9.1 First Schedule**

The following is the First Schedule referred to in this Hypothec:

**BOND**

CANADA  
PROVINCE OF QUEBEC

No.: \_\_\_\_\_  
Cdn\$ \_\_\_\_\_

TECHNOLOGIES 20-20 INC. / 20-20 TECHNOLOGIES INC., a legal person governed by the laws of Quebec (hereinafter called the "Grantor"), for value received, promises to pay, on demand, to Wells Fargo Capital Finance Corporation Canada as Agent (as defined in the Deed of Hypothec hereinafter described) or to its order, at its office



located at \_\_\_\_\_, or at such other place as it may direct, the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), in lawful money of Canada, with interest thereon from the date hereof at the rate of twenty-five percent (25%) per annum, both before and after maturity, with interest on overdue interest at the same rate from the date that the interest becomes due to the actual date of payment.

This Bond is issued under and secured by a Deed of Hypothec (as amended, modified or supplemented from time to time, the "Deed of Hypothec") executed by 9266-7674 Québec Inc. (as a pre-amalgamation predecessor to the Grantor) before Notary Shalini Sangani, on September 7, 2012, in favour of Wells Fargo Capital Finance Corporation Canada *as fondé de pouvoir* for the Bondholders (as defined in the Deed of Hypothec) for all purposes of Article 2692 of the *Civil Code of Quebec* and this Bond is subject to, and its holder is bound by, the provisions of the Deed of Hypothec.

This Bond shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Grantor has caused this Bond to be signed by its undersigned representative and to be dated the \_\_\_\_\_ day of \_\_\_\_\_.

**TECHNOLOGIES 20-20 INC. / 20-20  
TECHNOLOGIES INC.**

Per: \_\_\_\_\_  
\_\_\_\_\_

**Section 9.2 Second Schedule**

The following is the Second Schedule referred to in this Hypothec:

**Copyrights, Patents and Trademarks**

Mark	Registered Owner	Registration Number
<b>Australia</b>		
20.20	Technologies 20-20 Inc.	471606
20.20	Technologies 20-20 Inc.	471607
<b>Canada</b>		
Cuisi-Boutique	Technologies 20-20 Inc.	TMA332,322
Cuisi Boutique MKS & dessin	Technologies 20-20 Inc.	TMA376,091
Informusic	Technologies 20-20 Inc.	TMA351,327

Kitchen Boutique	Technologies 20-20 Inc	TMA333,423
MKS	Technologies 20-20 Inc.	TMA346,286
MKS & dessin	Technologies 20-20 Inc.	TMA349,727
MKS compu-group & dessin	Technologies 20-20 Inc.	TMA344,722
MKS Informatique & dessin	Technologies 20-20 Inc.	TMA344,723
20-20 & dessin	Technologies 20-20 Inc.	TMA320,120
Twenty-twenty	Technologies 20-20 inc.	TMA320,121
Vingt-vingt	Technologies 20-20 inc.	TMA320,122
20-20 Technologies	Technologies 20-20 Inc.	TMA533,597
Cercles & carre dessin	Technologies 20-20 inc.	TMA 541,009
20-20 Sales Chain	Technologies 20-20 Inc.	TMA563,039
20-20 Electronic Vault	Technologies 20-20 Inc.	TMA562,025
Jack	Technologies 20-20 inc.	TMA618,328
SHOPVISION	Technologies 20-20 inc.	TMA746,756
SHOPWARE	Technologies 20-20 inc.	TMA790,954
Technologies 20 20 (Logo)	Technologies 20-20 inc.	TMA775,330
<b>United States of America</b>		
20-20 Technologies	Technologies 20-20 inc.	2,548,749
20-20 Kitchen Builder	Technologies 20-20 inc.	2,898,918 (lapsed)
SHOPVISION	Technologies 20-20 inc.	3,836,537
SHOPWARE	Technologies 20-20 inc.	4,040,083
<b>France</b>		
20.20	Technologies 20-20 inc.	3,723,211
<b>European Union</b>		
20.20	Technologies 20-20 inc.	003723211
<b>New Zealand</b>		
20.20 & dessin (classe 9)	20-20 Technologies Inc.	174240
20.20 & dessin (classe 16)	20-20 Technologies Inc.	174241
<b>United Kingdom</b>		
20.20 & dessin	Technologies 20-20 inc.	1321750

Owner/Applicant	Country	Patent or Application No.	Issue Date
20-20 Technologies, Inc.; Stiles Machinery, Inc.	Canada	2,496,258	n/a (application stage)
20-20 Technologies, Inc.; Stiles Machinery, Inc.	USA	7,072,729	July 4, 2006
20-20 Technologies, Inc.; Stiles Machinery, Inc.	USA	7,353,072	April 1, 2008

Owner/Applicant	Country	Title	Registration Number
20-20 Technologies, Inc.	USA	20-20 Design (v.8.1)	TX 6-834-799
20-20 Technologies, Inc.	USA	20-20 Design (v.6.0)	TX 6-836-379
20-20 Technologies, Inc.	USA	20-20 Design (v.6.1)	TX 6-945-788
20-20 Technologies, Inc.	USA	20-20 Design (v.6.40)	TX 7-272-631

Intellectual Property Licenses

None.

**ARTICLE 10  
MISCELLANEOUS**

**Section 10.1 General Indemnity**

The Grantor agrees to indemnify Attorney from and against all claims, lawsuits and liabilities (including reasonable legal fees and expenses) growing out of or resulting from this Hypothec (including enforcement of this Hypothec) in accordance with and to the extent set forth in Section 10.3 of the Credit Agreement. This provision shall survive the termination of this Hypothec and the Credit Agreement and the repayment of the Secured Obligations (as defined in the General Security Agreement).

**Section 10.2 Amendments and Waivers**

No amendment or waiver of any provision of this Hypothec shall be effective unless in writing and signed by the party against whom enforcement is sought.

**Section 10.3 Waivers**

No course of dealing on the part of the Attorney, its officers, employees, consultants or agents, nor any failure or delay by the Attorney with respect to exercising any right, power or privilege of the Attorney shall operate as a waiver thereof.

**Section 10.4 Payment to Third Parties**

If the Attorney is at any time or from time to time required to make a payment in connection with the security constituted by this Hypothec, such payment and all reasonable expenses of the Attorney (including reasonable legal fees and other expenses) shall be immediately payable by the Grantor to the Attorney.

**Section 10.5 Notices**

All notices and communications hereunder shall be given to the addresses and otherwise made in accordance with the Credit Agreement.

**Section 10.6 Governing Law**

This Hypothec shall be governed by and construed in accordance with the Applicable Law of the Province of Quebec and the Applicable Law of Canada.

**Section 10.7 Paramountcy**

In the event of inconsistency or contradiction between the provisions of this Hypothec and those of the Credit Agreement, the provisions of the Credit Agreement shall prevail except that the provisions hereof shall prevail insofar as they relate to the creation and enforcement of the hypothec created hereby.

Notwithstanding anything to the contrary in this Hypothec, the terms of the General Security Agreement, any pledge agreement, mortgage over securities or other agreement providing for the pledge of any of the Hypothecated Securities in favour of the Agent shall prevail over the terms hereof.

**Section 10.8 Security Document**

This Hypothec shall be deemed to be a "Security Document" as such term is defined in the Credit Agreement.

**Section 10.9 Language**

The parties hereto confirm that they have requested that this Hypothec and all related documents be drafted in English. *Les parties aux présentes ont exigé que le présent acte et tous les documents connexes soient rédigés en anglais.*

**WHEREOF ACTE:**

**THUS DONE AND PASSED**, at the City of Montréal, Province of Quebec, and remaining of record in the office of the undersigned Notary, under the minute number **FIFTY-SIX (56)**.

**AND** after the Grantor and the Attorney had declared to the undersigned Notary that they had taken cognizance of the present deed and had exempted the undersigned Notary from reading same or causing same to be read, the said representatives of the Grantor and the Attorney signed this deed in the presence of the undersigned Notary who also signed.

**WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA**



Per: Martin Sillis

9266-7674 QUÉBEC INC.



Per: Constantine Troulis



Shalini Sangani, Notary



## Statuts d'arrangement

Ce formulaire s'adresse à toute société par actions qui désire demander des statuts d'arrangement. Veuillez lire les renseignements à la page 5 avant de remplir ce formulaire.

### 1 Nom du ou des requérants

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) du ou des requérants.

1.1	Technologies 20-20 Inc. / 20-20 Technologies Inc.	Numéro d'entreprise du Québec (NEQ) 1, 1, 4, 9, 6, 9, 4, 2, 0, 1
1.2	9266-7674 Québec Inc.	Numéro d'entreprise du Québec (NEQ) 1, 1, 6, 8, 4, 3, 0, 1, 3, 1
1.3	9267-7749 Québec Inc.	Numéro d'entreprise du Québec (NEQ) 1, 1, 6, 8, 4, 8, 3, 7, 4, 2
1.4		Numéro d'entreprise du Québec (NEQ)

### 2 Nom de la ou des sociétés dont les statuts sont modifiés par l'arrangement

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) de la ou des sociétés dont les statuts sont modifiés par l'arrangement.

2.1		Numéro d'entreprise du Québec (NEQ)
2.2		Numéro d'entreprise du Québec (NEQ)
2.3		Numéro d'entreprise du Québec (NEQ)
2.4		Numéro d'entreprise du Québec (NEQ)

### 3 Nom de la ou des sociétés issues de la ou des fusions

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) de la ou des sociétés issues de la ou des fusions.

3.1 Technologies 20-20 Inc. / 20-20 Technologies Inc.

Numéro d'entreprise du Québec (NEQ)

3.2

Numéro d'entreprise du Québec (NEQ)

3.3

Numéro d'entreprise du Québec (NEQ)

3.4

Numéro d'entreprise du Québec (NEQ)

### 4 Nom de la ou des sociétés dissoutes

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) de la ou des sociétés dissoutes.

4.1

Numéro d'entreprise du Québec (NEQ)

4.2

Numéro d'entreprise du Québec (NEQ)

4.3

Numéro d'entreprise du Québec (NEQ)

4.4

Numéro d'entreprise du Québec (NEQ)



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**5 Nom de toute autre société en cause (le cas échéant)**

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) ou la référence exacte de la loi sous le régime de laquelle toute autre société en cause s'est constituée.

Nom

5.1

Numéro d'entreprise du Québec (NEQ)

Référence exacte de la loi sous le régime de laquelle la société s'est constituée

Nom

5.2

Numéro d'entreprise du Québec (NEQ)

Référence exacte de la loi sous le régime de laquelle la société s'est constituée

Nom

5.3

Numéro d'entreprise du Québec (NEQ)

Référence exacte de la loi sous le régime de laquelle la société s'est constituée

Nom

5.4

Numéro d'entreprise du Québec (NEQ)

Référence exacte de la loi sous le régime de laquelle la société s'est constituée



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**6 Modalités déterminées par le tribunal**

Cochez la ou les cases appropriées.

 Les statuts de la ou des sociétés mentionnées à la partie 2 sont modifiés conformément à l'arrangement ci-joint.

Le nom de la société \_\_\_\_\_

est modifié pour \_\_\_\_\_

 Dans le cas d'un nouveau nom, nous confirmons avoir pris des moyens raisonnables pour nous assurer que le nom choisi est conforme à la loi. Les sociétés ont fusionné conformément à l'arrangement ci-joint. La ou les sociétés mentionnées à la partie 4 ont été dissoutes et liquidées conformément à l'arrangement ci-joint. L'arrangement ci-joint concernant la ou les sociétés mentionnées aux parties 1 et 3 prend effet le 2, 0, 1, 2, 0, 9, 1, 2à 0, 0, 0, 1 ( avant-midi  après-midi ).  
heures minutes

Signé à \_\_\_\_\_

Javal, Quebec  
Localité

le \_\_\_\_\_

12 septembre 2012  
Date\_\_\_\_\_  
Signature de l'administrateur ou du dirigeant autorisé par le tribunal

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