

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
Nature's Path Foods, Inc.		10/31/2012	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Marie Zallen
Street Address:	3374 Fairmont Road
City:	North Vancouver
State/Country:	CANADA
Postal Code:	V7R 2W6
Entity Type:	INDIVIDUAL: CANADA

Name:	Lynda Zallen
Street Address:	3374 Fairmont Road
City:	North Vancouver
State/Country:	CANADA
Postal Code:	V7R 2W6
Entity Type:	INDIVIDUAL: CANADA

Name:	Judith Zallen
Street Address:	3374 Fairmont Road
City:	North Vancouver
State/Country:	CANADA
Postal Code:	V7R 2W6
Entity Type:	INDIVIDUAL: CANADA

Name:	Keith Bloxham
Street Address:	3374 Fairmont Road
City:	North Vancouver
State/Country:	CANADA
Postal Code:	V7R 2W6

OP \$115.00 2343857

Entity Type: INDIVIDUAL: CANADA

Name:	Hercia Delgado
Street Address:	3374 Fairmont Road
City:	North Vancouver
State/Country:	CANADA
Postal Code:	V7R 2W6
Entity Type:	INDIVIDUAL: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2343857	QUE PASA
Registration Number:	3347213	QUE PASA
Registration Number:	2469901	QUE BIEN
Registration Number:	3377394	QUE BIEN

CORRESPONDENCE DATA

Fax Number: 2066237789
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 206-470-7636
Email: rvc@hcmp.com
Correspondent Name: Robert Van Cleve
Address Line 1: 1221 Second Ave., Suite 500
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 20816.002

DOMESTIC REPRESENTATIVE

Name: Robert Van Cleve
Address Line 1: 1221 Second Ave., Suite 500
Address Line 4: Seattle, WASHINGTON 98101

DOMESTIC REPRESENTATIVE

Name: Robert Van Cleve
Address Line 1: 1221 Second Ave., Suite 500
Address Line 4: Seattle, WASHINGTON 98101

DOMESTIC REPRESENTATIVE

Name: Robert Van Cleve
Address Line 1: 1221 Second Ave., Suite 500

Address Line 4: Seattle, WASHINGTON 98101

DOMESTIC REPRESENTATIVE

Name: Robert Van Cleve
Address Line 1: 1221 Second Ave., Suite 500
Address Line 4: Seattle, WASHINGTON 98101

DOMESTIC REPRESENTATIVE

Name: Robert Van Cleve
Address Line 1: 1221 Second Ave., Suite 500
Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER:	Robert Van Cleve
--------------------	------------------

Signature:	/Robert Van Cleve/
------------	--------------------

Date:	12/04/2012
-------	------------

Total Attachments: 14

- source=Trade-marks Security Agreement#page1.tif
- source=Trade-marks Security Agreement#page2.tif
- source=Trade-marks Security Agreement#page3.tif
- source=Trade-marks Security Agreement#page4.tif
- source=Trade-marks Security Agreement#page5.tif
- source=Trade-marks Security Agreement#page6.tif
- source=Trade-marks Security Agreement#page7.tif
- source=Trade-marks Security Agreement#page8.tif
- source=Trade-marks Security Agreement#page9.tif
- source=Trade-marks Security Agreement#page10.tif
- source=Trade-marks Security Agreement#page11.tif
- source=Trade-marks Security Agreement#page12.tif
- source=Trade-marks Security Agreement#page13.tif
- source=Trade-marks Security Agreement#page14.tif

TRADE-MARKS SECURITY AGREEMENT

THIS SECURITY AGREEMENT made October 31, 2012

FROM:

NATURE'S PATH FOODS INC., a British Columbia company having an address
at 9100 Van Horne Way, Richmond, BC V6X 1W3

(the "Debtor")

TO:

**MARIE ZALLEN, LYNDA ZALLEN, JUDITH ZALLEN
KEITH BLOXHAM and HERCIA DELGADO**, businesspersons having an
address at c/o Morris Zallen, 3374 Fairmont Road, North Vancouver, BC V7R 2W6

(collectively, the "Secured Parties")

FOR VALUE RECEIVED, the Debtor covenants, agrees, warrants, represents, acknowledges, and confirms to and with the Secured Parties and creates and grants the mortgages, charges and security interests as follows:

1. SECURITY INTEREST

1.1 As security for the payment and performance of the Obligations (as defined in paragraph 2), the Debtor grants to the Secured Parties a security interest in, mortgages, and charges in favour of the Secured Parties, all of the following:

- (a) the trade-marks listed in the attached Schedule "A" to this Agreement and the goodwill associated with use of the Trade-marks (collectively, the "Trade-marks");
- (b) all registrations and applications in relation to the Trade-marks; and
- (c) all rights of the Debtor granted pursuant to any licensing agreement(s) in relation to the Trade-marks.

1.2 The security interests, mortgages and charges created or granted under paragraph 1.1 of this Agreement are collectively called the "Security Interest", and all property, assets, interests, and undertakings (including Proceeds) subject to the Security Interest or otherwise charged or secured by this Agreement or expressed to be charged, assigned or transferred, or secured by any instruments supplemental to this Agreement or in implementation of this Agreement are collectively called the "Collateral".

2. OBLIGATIONS SECURED

This Agreement and the Security Interest are in addition to and not in substitution for any other security interest now or in future held by the Secured Parties from the Debtor or from any other person and are general and continuing security for the obligations of the Debtor to the Secured Parties under the Guarantee granted by the Debtor to the Secured Parties dated October 31, 2012 (the "Obligations").

3. PROHIBITIONS

Without the prior written consent of the Secured Parties, on or after the date of this Agreement, the Debtor will not and does not have the power to grant, create, or permit to be created any security interest in, charge, encumbrance, or lien over, or claim against any of the Collateral.

4. ATTACHMENT

The Debtor acknowledges and confirms that:

- (a) there is no intention to delay the time of attachment of the Security Interest created by this Agreement and the Security Interest will attach at the earliest time permissible under the laws governing this Agreement;
- (b) that value has been given; and
- (c) that the Debtor has (or in the case of any after-acquired property, will have at the time of acquisition) rights in the Collateral.

5. REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants to the Secured Parties that:

- (a) this Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Debtor, and that all other matters and things have been done and performed so as to authorize and make the execution and delivery of this Agreement, and the performance of the Debtor's obligations hereunder, legal, valid, and binding;
- (b) the Debtor lawfully owns all presently held Collateral and has good title thereto, free from all security interests, charges, encumbrances, liens, and claims, save only the charges or security interests shown on Schedule "B" to this Agreement and those consented to in writing by the Secured Parties, and the Debtor has good right and lawful authority to grant a security interest in the Collateral as provided by this Agreement;
- (c) the Debtor's chief executive office is located in British Columbia and for the purposes of section 7 of the *Act*, the Debtor is located in British Columbia; and

- (d) the Debtor and the Licensee (as defined below) are both wholly-owned subsidiaries of Manna Food Company Ltd.

6. COVENANTS OF THE DEBTOR

The Debtor covenants with the Secured Parties that at all times while this Agreement remains in effect the Debtor will:

- (a) at the Debtor's sole expense, perform all acts and execute all documents including, without limitation, grants of security interest in the form suitable for filing with the Intellectual Property Offices, reasonably requested by the Secured Parties, in their sole discretion, at any time to evidence, perfect, maintain, record or enforce the Secured Interest or otherwise in furtherance of the provisions of this Agreement;
- (b) forthwith pay all taxes, assessments, rates, governmental charges and other charges of every nature that may be lawfully levied, assessed, or imposed upon it or the Collateral when due, including for greater certainty and without limitation any renewal fees for registrations of the Trade-marks, unless the Debtor in good faith contests its obligations so to pay and furnishes good security as the Secured Parties reasonably require;
- (c) perform all acts required to maintain the validity, enforceability and value of the Collateral, including, without limitation, performing all acts required to maintain all trade-mark registrations and applications in good standing, defend any proceeding or action relating to the Collateral in the Intellectual Property Offices or a court of law and perform all acts required to enforce rights in the Collateral against material infringers or maintain the distinctiveness of the Trade-marks, including without limitation, initiating and pursuing proceedings or actions in the Intellectual Property Offices or any other court or tribunal;
- (d) not, unless the Secured Parties approve in writing:
 - (i) do any act or omit to do any act that causes or allows or may reasonably cause or allow any of the Collateral to lapse or become abandoned, invalid or unenforceable; or
 - (ii) discontinue use of any of the Trade-marks;
- (e) within 30 days of the date of this Agreement, execute an exclusive license agreement granting Que Pasa Mexican Foods Ltd. (the "Licensee") the rights to use the Trade-marks (the "License Agreement") and will provide a copy the License Agreement and any variations or modifications thereof to the Secured Parties;
- (f) not assign the Trade-marks to any other person, and not license the Trade-marks to any person other than the Licensee, unless it has received the prior written consent of the Secured Parties, not be unreasonably withheld, and such person is

carrying on the business formerly carried on by the Licensee (and for the purposes of this Agreement, any such person taking the place of the Licensee will be the "Licensee" and the agreement with that person will be the "License Agreement");

- (g) otherwise exercise sufficient control over the Licensee such that use of the Trade-marks by the Licensee is deemed to be use by the Debtor, in accordance with the *Trade-marks Act* (Canada);
- (h) forthwith reimburse and indemnify the Secured Parties for all costs, charges, expenses, and legal fees and disbursements that may be incurred by the Secured Parties in all actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this Agreement and of any other Security Interest held by the Secured Parties as security for the Obligations;
- (i) notify the Secured Parties promptly if it knows of any reason why any trade-mark, trade-mark registration or trade-mark application forming part of the Collateral may become barred, abandoned, refused, rejected, forfeited, withdrawn, expired, lapsed, cancelled, expunged or opposed, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the Intellectual Property Offices, or any other court or tribunal) regarding the Debtor's ownership of any of the Collateral, its right to register or otherwise protect the same, or to keep and maintain the exclusive rights, subject to the rights of the Licensee in the same or the validity of the same;
- (j) notify the Secured Parties promptly of any change in the information contained in this Agreement relating to the Debtor, its address, its business, or the Collateral, including without limitation any change of name or address of the Debtor or its chief executive office.
- (k) deliver to the Secured Parties from time to time promptly upon request the License Agreement or other agreements relating to the Collateral; and
- (l) carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep accurate and complete records concerning the Collateral.

7. COLLECTION OF ROYALTIES

If the Debtor is in default of its obligations to the Secured Parties, without notice to the Debtor, the Secured Parties may notify the Licensee of the Security Interest and may also direct the Licensee to make all payments for royalties and other amounts owing to the Debtor under the License Agreement to the Secured Parties.

8. DISPOSITION OF MONIES

Subject to any applicable requirements of the Act, all monies collected or received by the Secured Parties under or in exercise of any right they possess with respect to Collateral may be applied on account of the Obligations in such manner as the Secured Parties deem best or, at the option of the Secured Parties, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Secured Parties under this Agreement, and any surplus will be accounted for as required by law.

9. PERFORMANCE OF OBLIGATIONS

If the Debtor fails to perform any of its obligations under this Agreement, the Secured Parties may, but are not obliged to, perform any or all of those obligations without prejudice to any other rights and remedies of the Secured Parties under this Agreement, and any payments made and any costs, charges, expenses, and legal fees and disbursements (on a solicitor and own client basis) incurred in connection therewith will be payable by the Debtor to the Secured Parties forthwith with interest until paid at the highest rate borne by any of the Obligations and such amounts will be secured by this Agreement and rank prior to all claims subsequent to this Agreement.

10. DEFAULT

10.1 Unless waived by the Secured Parties, it is an event of default (“default”) under this Agreement and the security constituted by this Agreement immediately becomes enforceable if any of the following events occur, which are not cured within 5 days after written notice from the Secured Parties:

- (a) any term, covenant, or representation of this Agreement is breached; or
- (b) the Obligations are not paid when due; or
- (c) the Debtor or any guarantor of the Debtor declares itself to be insolvent, makes an assignment for the benefit of its creditors, is declared bankrupt, declares bankruptcy, makes a proposal, or otherwise takes advantage of provisions under the *Bankruptcy and Insolvency Act*, the *Companies Creditors' Arrangement Act*, or similar legislation in any jurisdiction, or fails to pay its debts generally as they become due; or
- (d) a receiver or receiver-manager is appointed; or
- (e) the Licensee ceases to carry on all or a substantial part of its business, or sells its assets not in the ordinary course of business; or
- (f) the Debtor amalgamates or merges without the Secured Parties' consent.

11. ACCELERATION

The Secured Parties, in their sole discretion, may declare all or any part of the Obligations that are not by their terms payable on demand to be immediately due and payable in the event of any default and such default is not cured within any applicable cure period.

12. ENFORCEMENT

12.1 If the Debtor is in default and such default is not cured within any applicable cure period, then the Secured Parties are entitled, subject to the security interests listed in the attached Schedule "B", at their option, to exercise the rights as and remedies of a secured party under the Act, including the following:

- (a) execute assignments transferring the Trade-marks and the License Agreement to themselves and file notice of any such assignments with the Intellectual Property Offices;
- (b) perform acts required to maintain the validity, enforceability and value of the Collateral, including, without limitation, perform acts required to maintain all trade-mark registrations and applications in good standing, defend any proceeding or action relating to the Collateral in the Intellectual Property Offices or any other court or tribunal and perform acts required to enforce rights in the Collateral against material infringers or maintain the distinctiveness of the Trade-marks, including without limitation, initiating and pursuing proceedings or actions in the Intellectual Property Offices or any other court or tribunal; and
- (c) assign, sell or otherwise dispose of all or any part of the Collateral, whether by public or private sale or otherwise, in such manner, at such price as can be reasonably obtained, and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Parties may seem reasonable.

12.2 Subject to the claims, if any, of the creditors of the Debtor ranking in priority to this Agreement, all amounts realized from the disposition of Collateral under this Agreement shall be applied as follows:

- (a) in payment of all reasonable costs, charges, and expenses (including legal fees and disbursements on a solicitor and own client basis) incurred by the Secured Parties in connection with or incidental to the exercise by the Secured Parties of all or any of the powers granted to them under this Agreement; and
- (b) in or toward payment of the Obligations;

Subject to applicable law and the claims, if any, of other creditors of the Debtor, any surplus will be paid to the Debtor.

12.3 Upon any default under this Agreement, the Debtor will:

- (a) subject to the security interest of The Bank of Nova Scotia, upon request of the Secured Parties, transfer and assign the Collateral to the Secured Parties or such persons as may be designated by the Secured Parties and execute all documents required to file notice of such transfer and assignment in the Intellectual Property Offices; and
- (b) not challenge the validity of any registrations nor oppose any applications for the Trade-marks.

13. DEFICIENCY

If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full, the Debtor will pay to the Secured Parties the amount of such deficiency immediately upon demand for the same.

14. RIGHTS CUMULATIVE

All rights and remedies of the Secured Parties set out in this Agreement are cumulative, and no right or remedy contained in this Agreement is intended to be exclusive but each is in addition to every other right or remedy contained in this Agreement or in any existing or future security agreement or now or in future existing at law, in equity or by statute, or under any other agreement between the Debtor and the Secured Parties that may be in effect from time to time.

15. APPOINTMENT OF ATTORNEY AND DEED

15.1 The Debtor irrevocably appoints the Secured Parties or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Debtor for and in the name of the Debtor to sign, endorse, or execute under seal or otherwise any assignments or transfers that the Debtor is obliged to sign under paragraph 12.3(a).

15.2 Whether or not the Debtor attaches its corporate seal, if a corporation, this Agreement is intended to be and is deemed to be a deed given under seal.

16. WAIVER

The Secured Parties may from time to time and at any time waive in whole or in part any right, benefit, or default under any section of this Agreement but any such waiver of any right, benefit, or default on any occasion is deemed not to be a waiver of any such right, benefit, or default thereafter, or of any other right, benefit or default, as the case may be, and no delay or omission by the Secured Parties in exercising any right or remedy under this Agreement or with respect to any default operates as a waiver thereof or of any other right or remedy.

17. NOTICE

Any notice, demand, or other communication required or permitted to be given under this Agreement is effectually made or given if delivered by prepaid private courier or by facsimile transmission to the address of each party set out below:

To the Debtor: 9100 Van Horne Way
Richmond, BC
V6X 1W3
Attention: Neil Mandelman

To the Secured Parties: c/o Morris Zallen
3374 Fairmont Road
North Vancouver, BC
V7R 2W6

or to such other address or facsimile number as either party may designate in the manner set out above. Any notice, demand, or other communication is deemed to have been given and received on the day of prepaid private courier delivery or facsimile transmission.

18. EXTENSIONS

The Secured Parties may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of the Security Interest, and otherwise deal with the Debtor, account debtors of the Debtor, sureties, and others and with the Collateral, the Security Interest, and other security interests as the Secured Parties see fit without prejudice to the liability of the Debtor or the Secured Parties' right to hold and realize on the security constituted by this Agreement.

19. NO MERGER

This Agreement does not operate to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, mortgage, contract, promissory note, bill of exchange, or security interest of any form held or which may in future be held by the Secured Parties from the Debtor or from any other person. The taking of a judgment with respect to any of the Obligations does not operate as a merger of any of the covenants contained in this Agreement.

20. ASSIGNMENT

The Secured Parties may, without further notice to the Debtor, at any time assign, transfer, or grant a security interest in this Agreement and the Security Interest. The Debtor expressly agrees that the assignee, transferee, or secured party, as the case may be, will have all of the Secured Parties' rights and remedies under this Agreement, and the Debtor will not assert any defence, counterclaim, right of setoff, or otherwise with respect to any claim that the Debtor now has or in future acquires against the Secured Parties in any action commenced by such assignee, transferee, or secured party, as the case may be, and will pay the Obligations to the assignee, transferee, or secured party, as the case may be, as the Obligations become due.

21. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Secured Parties, is deemed not to be a redemption or discharge of this Agreement.

The Debtor is entitled to a release and discharge of this Agreement upon full payment and satisfaction of all Obligations and upon written request by the Debtor and payment to the Secured Parties of all reasonable costs, charges, expenses, and legal fees and disbursements (on a solicitor and own client basis) incurred by the Secured Parties in connection with the Obligations and such release and discharge.

22. ENUREMENT

This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, personal representatives, successors, and permitted assigns.

23. INTERPRETATION

23.1 In this Agreement:

- (a) "Act" means the British Columbia *Personal Property Security Act* and all regulations thereunder as amended;
- (b) the terms "Proceeds", "financing statement", "financing change statement", "verification statement", and "Control", unless otherwise defined in this Agreement or otherwise required by the context, have their respective meanings as set out in the British Columbia *Personal Property Security Act*, as amended;
- (c) unless the context otherwise requires, any reference in this Agreement to "Collateral" is deemed to be a reference to "Collateral or any part thereof" and any reference to the "Trade-marks" is deemed to be a reference to "one or more of the Trade-marks";
- (d) the term "Proceeds", whenever used and interpreted as above, by way of example, includes trade-ins, equipment, cash, bank accounts, notes, chattel paper, goods, contract rights, accounts, and any other personal property or obligation received when such collateral or proceeds are sold, exchanged, collected, or otherwise disposed of;
- (e) the term "licence" means any licence or similar right at any time owned or held by the Debtor including without limitation a "licence" as defined in the Act;
- (f) "Intellectual Property Offices" means the Canadian Intellectual Property Office, the United States Patent and Trademark Office, any other similar office or agency in any other country or political subdivision or any combination thereof.

23.2 Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.

23.3 Should any provision of this Agreement be declared or held invalid or unenforceable in whole or in part or against or with respect to the Debtor by a court of competent jurisdiction, such invalidity or unenforceability does not affect the validity or enforceability of any or all of

the remaining provisions of this Agreement, which continue in full force and effect and are construed as if this Agreement had been executed without the invalid or unenforceable provision.

23.4 The headings of the paragraphs of this Agreement have been inserted for reference only and do not define, limit, alter, or enlarge the meaning of any provision of this Agreement.

23.5 This Agreement is governed by and should be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Without prejudice to the right of the Secured Parties to commence any proceedings with respect to this Agreement in any other proper jurisdiction, the Debtor hereby irrevocably attorns and submits to the jurisdiction of the courts of the Province of British Columbia.

24. MISCELLANEOUS

24.1 The Debtor authorizes the Secured Parties to file such financing statements, financing change statements, notice of security interest and other documents, and do such acts, matters, and things as the Secured Parties may deem appropriate, to perfect on an ongoing basis and continue the Security Interest, to protect and preserve the Collateral, and to realize upon the Security Interest.

24.2 The Debtor covenants that it will not amalgamate with any other company or entity without first obtaining the written consent of the Secured Parties. The Debtor acknowledges and agrees that if it amalgamates with any other company or companies, then it is the intention of the parties that the term "Debtor" when used in this Agreement applies to each of the amalgamating companies and to the amalgamated company, so that the Security Interest granted by this Agreement:

- (a) extends to "Collateral" (as that term is defined in this Agreement) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" owned or acquired by the amalgamated company thereafter, and
- (b) secures the "Obligations" (as that term is defined in this Agreement) of each of the amalgamating companies and the amalgamated company to the Secured Parties at the time of amalgamation and any "Obligations" of the amalgamated company to the Secured Parties arising thereafter. The Security Interest will attach to "Collateral" owned by each company amalgamating with the Debtor, and by the amalgamated company, at the time of amalgamation, and will attach to any "Collateral" thereafter owned or acquired by the amalgamated company when that Collateral becomes owned or is acquired.

24.3 The Debtor authorizes the Secured Parties to provide a copy of this Agreement and such other information and documents specified under the Act to any person entitled under the Act to demand and receive them.

25. SECURED PARTIES' AGENT

The Secured Parties hereby give notice to the Debtor that the following person has been appointed by the Secured Parties as their agent with respect to this Agreement and has the authority to exercise any rights of the Secured Parties under this Agreement on behalf of the Secured Parties:

Secured Parties' Agent: Morris Zallen
 3374 Fairmont Road
 North Vancouver, BC
 V7R 2W6

Such agency relationship and the authority conferred on the agent continue unless and until the Secured Parties notify the Debtor of the termination thereof.

26. COPY OF AGREEMENT AND FINANCING STATEMENT

The Debtor:

- (a) acknowledges receiving a copy of this Agreement, and
- (b) waives all rights to receive from the Secured Parties a copy of any financing statement, financing change statement, or verification statement filed, issued, or obtained at any time in respect of this Agreement.

[Signature page follows.]

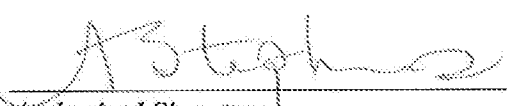
IN WITNESS WHEREOF the Debtor has executed this instrument on the day and year first above written.

EXECUTED by NATURE'S PATH FOODS INC. in the presence of:

) NATURE'S PATH FOODS INC.
) per:



Witness

) 

) *Authorized Signatory*
) *Kevin Stephens*

GEOFF LYSTER
Barrister & Solicitor
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 4836

SCHEDULE "A"

List of Trade-marks

Trade-mark	Registration No.	Country of Registration	Date of Registration
QUE PASA	TMA484343	Canada	October 21, 1997
	2343857	United States	April 18, 2000
QUE PASA & DESIGN	TMA342392	Canada	July 8, 1988
	3347213	United States	December 4, 2007
QUE BIEN	TMA623641	Canada	October 26, 2004
	2469901	United States	July 17, 2001
QUE BIEN & DESIGN	TMA714056	Canada	May 9, 2008
	3377394	United States	February 5, 2008

SCHEDULE "B"

Pre-existing Security Interests

Base registration no. 5640804 secured by The Bank of Nova Scotia, Vancouver, Business Service Centre, 409 Granville Street, 7th Floor, Vancouver, BC V6C 1T2