

900249189 03/12/2013

TR/ 03/22/2013

Electronic Version v1.1
Stylesheet Version v1.1



103656486

RE 900249189 3-22-13

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of indebtedness and security	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Landmark Global Financial Corporation		11/29/2006	CORPORATION:
CentSource Corp.		11/29/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Studio Moderna SA		
City:	Lugano		
State/Country:	Switzerland		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3022323	CENTRSOURCE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	619.236.1414		
Email:	mbrook@mckennalong.com, mlaip@mckennalong.com, vmcauliffe@mckennalong.com		
Correspondent Name:	Mitchell P. Brook		
Address Line 1:	600 West Broadway, Suite 2600		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	136583.00005		
NAME OF SUBMITTER:	Vanessa McAuliffe		
Signature:	/Vanessa McAuliffe/		
Date:	03/12/2013		

CH \$40.00 3022323

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

03/12/2013
 900249189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of indebtedness and security		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Landmark Global Financial Corporation		11/29/2006
	CentrSource Corp.		11/29/2006
			Entity Type
			CORPORATION:
			CORPORATION:
RECEIVING PARTY DATA			
Name:	Studio Moderna SA		
City:			
State/Country:			
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3022323	CENTRSOURCE
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	619.236.1414		
Email:	mbrook@mckennalong.com, mlaip@mckennalong.com, vmcauliffe@mckennalong.com		
Correspondent Name:	Mitchell P. Brook		
Address Line 1:	600 West Broadway, Suite 2600		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	136583.00005		
NAME OF SUBMITTER:	Vanessa McAuliffe		
Signature:	/Vanessa McAuliffe/		
Date:	03/12/2013		

CH \$40.00 3022323

Total Attachments: 18

source=Assignment#page1.tif
source=Assignment#page2.tif
source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif
source=Assignment#page6.tif
source=Assignment#page7.tif
source=Assignment#page8.tif
source=Assignment#page9.tif
source=Assignment#page10.tif
source=Assignment#page11.tif
source=Assignment#page12.tif
source=Assignment#page13.tif
source=Assignment#page14.tif
source=Assignment#page15.tif
source=Assignment#page16.tif
source=Assignment#page17.tif
source=Assignment#page18.tif

ASSIGNMENT

THIS ASSIGNMENT is made the 29th day of November, 2006.

BETWEEN:

LANDMARK GLOBAL FINANCIAL CORPORATION, an Ontario corporation having an address at 220 Superior Boulevard, Mississauga, Ontario, L5T 2L2 (hereinafter the "Assignor");

- and -

STUDIO MODERNA, SA, a Swiss corporation having an address at Via Pretorio 22, Lugano 6900, Switzerland (hereinafter the "Assignee");

- and -

CENTRSOURCE CORP., an Ontario corporation having an address at Wildboer Delleos Place, Suite 800, 365 Bay Street, Toronto, Ontario, M5H 2V1 (hereinafter the "Debtor");

WHEREAS:

A. the Debtor is indebted to the Assignor in the amount set forth in Schedule A attached to this assignment (the "Indebtedness") pursuant to the terms of a line of credit agreement made as of April 25, 2000 (the "Credit Agreement") between the Assignor and the Debtor;

B. as security for payment of the Indebtedness, the Assignor holds the security documents listed in Schedule B attached to this assignment (the "Security"); and

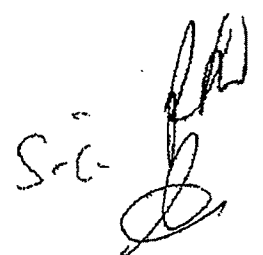
C. the Assignor has agreed to sell and assign the Indebtedness and the Security to the Assignee in consideration of the payment by the Assignee to the Assignor of the amount of _____ (the "Purchase Price").

IN CONSIDERATION of payment by the Assignee to the Assignor of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor hereby transfers, assigns and sets over to the Assignee, all of the right, title and interest of the Assignor in the Indebtedness and all of the right, title and interest of the Assignor in and to the Security, together with the full benefit of all powers, covenants and provisions contained in the Security and any promissory notes or other evidence of Indebtedness owing by the Debtor. The Assignee shall have and hold the Indebtedness, the Security and all moneys arising in respect thereof and to accede thereon together with the interest and costs properly exigible thereon and the property, assets and undertaking of the Debtor thereby secured, mortgaged, charged and assigned to the use of the Assignee absolutely but subject always to the terms and provisions contained herein and in the Security. This assignment is subject to the following terms and conditions:

1. Assignor's Representations and Warranties

The Assignor represents and warrants to the Assignee as follows:

- (a) the Indebtedness is outstanding as provided in Schedule A;

S-c


- (b) the Assignor has not encumbered the Indebtedness or the Security;
- (c) none of the Security nor any part thereof is currently assigned by the Assignor;
- (d) Schedule B constitutes a full and complete list of all Security held by the Assignor in respect of the Indebtedness;
- (e) the Security is valid and binding on the Debtor in accordance with its terms; and
- (f) the Assignor has the right, power and authority to assign the Indebtedness and the Security.

2. Limit of Assignor's Representations and Warranties

Except as expressly provided in this assignment, the Assignor gives no representations or warranties of any kind whatsoever, including, without limitation, as to the validity or enforceability of the Security.

3. Debtor's Representations, Warranties and Covenants

(1) The Debtor represents and warrants to the Assignee that:

- (a) the Debtor is indebted to the Assignor in the amount of the Indebtedness;
- (b) the Security is valid and binding upon the Debtor in accordance with its terms; and
- (c) the Debtor has either paid, or made adequate provision for the payment of, all Taxes which are due and payable, or has accrued such amounts in its financial statements for the payment of such Taxes, except for charges, fees or dues which are not material in amount, and which are not delinquent or if delinquent are being contested in good faith and through appropriate proceedings, and there is no material action, suit, proceeding, investigation, audit or claim now pending or, to the best knowledge of the Debtor, threatened by any governmental authority regarding any Taxes, nor has the Debtor agreed to waive or extend any statute or limitations with respect to the payment or collection of Taxes.

(2) The Debtor will promptly, following demand from time to time by the Assignee, authorize, execute and deliver any and all agreements, instruments, documents and papers that the Assignee may reasonably request to evidence the Assignee's security interests in the assets, property and undertaking of the Debtor.

(3) For purposes of section 3(1)(c), "Taxes" means taxes, charges, fees, levies, imposts and other assessments, including income, sales, use, goods and services, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments, royalties, duties, deductions, compulsory loans or similar charges in the nature of a tax, including Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers' compensation premiums, together with any instalments, and any interest, fines and penalties, imposed by any governmental authority, whether disputed or not.

S.C.
[Handwritten signature]

3

4. Assignment without Recourse

This assignment is made without recourse to the Assignor.

5. Consent and Acceptance by the Debtor

The Debtor hereby consents to the within assignment and accepts the Assignee as a party to the indebtedness and the Security and hereby covenants and agrees that the Assignee shall be entitled to hold and enforce all the rights and privileges of the Assignor in and under the indebtedness and the Security, and the indebtedness and Security shall continue in full force and effect with the Assignee substituted as a party thereto in the place and stead of the Assignor.

6. Confirmation of Indebtedness and Security

Except as specifically amended by this assignment, the Debtor hereby acknowledges that the indebtedness and the Security shall remain in full force and effect and is hereby ratified and confirmed.

7. Successor and Assigns

This assignment cures to the benefit of and is binding upon the parties and their respective successors and assigns.

8. Authority to Amend Filings

The Assignee is irrevocably authorized to make such filings and registrations in all jurisdictions in Canada in which the Security or any part thereof may be registered, filed or recorded for the purpose of giving notice of this assignment, recording the Assignee as the secured party or secured creditor of record and otherwise amending, modifying, releasing or partially releasing all or any part of the Security or any filing, registration or recording relating thereto. The Assignor and the Debtor each expressly agree to provide assistance in such filings and registrations, as requested by the Assignee and at Assignee's expense.

9. Governing Law

This assignment shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of laws principles. The parties hereby irrevocably affirm to the exclusive jurisdiction of the courts of the Province of Ontario.

10. Entire Agreement

This assignment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. In the event of a conflict between this assignment and the Credit Agreement or the Security, the provisions of this assignment shall govern.

S-
R
A


11. Execution by Facsimile and Counterparts

This assignment may be executed manually or by facsimile signature by any party and may be executed in separate counterparts, each of which shall be regarded as an original assignment and all of which shall be read together as a single assignment.

IN WITNESS WHEREOF the parties hereto have executed this assignment as of the date first written above.


LANDMARK GLOBAL FINANCIAL CORPORATION

Per:


S. Allan Maganuca
President

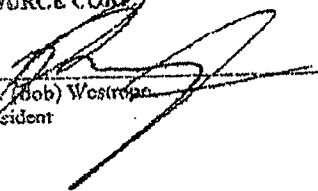
STUDIO MODERNA, SA

Per:


Svatko Cesko
President

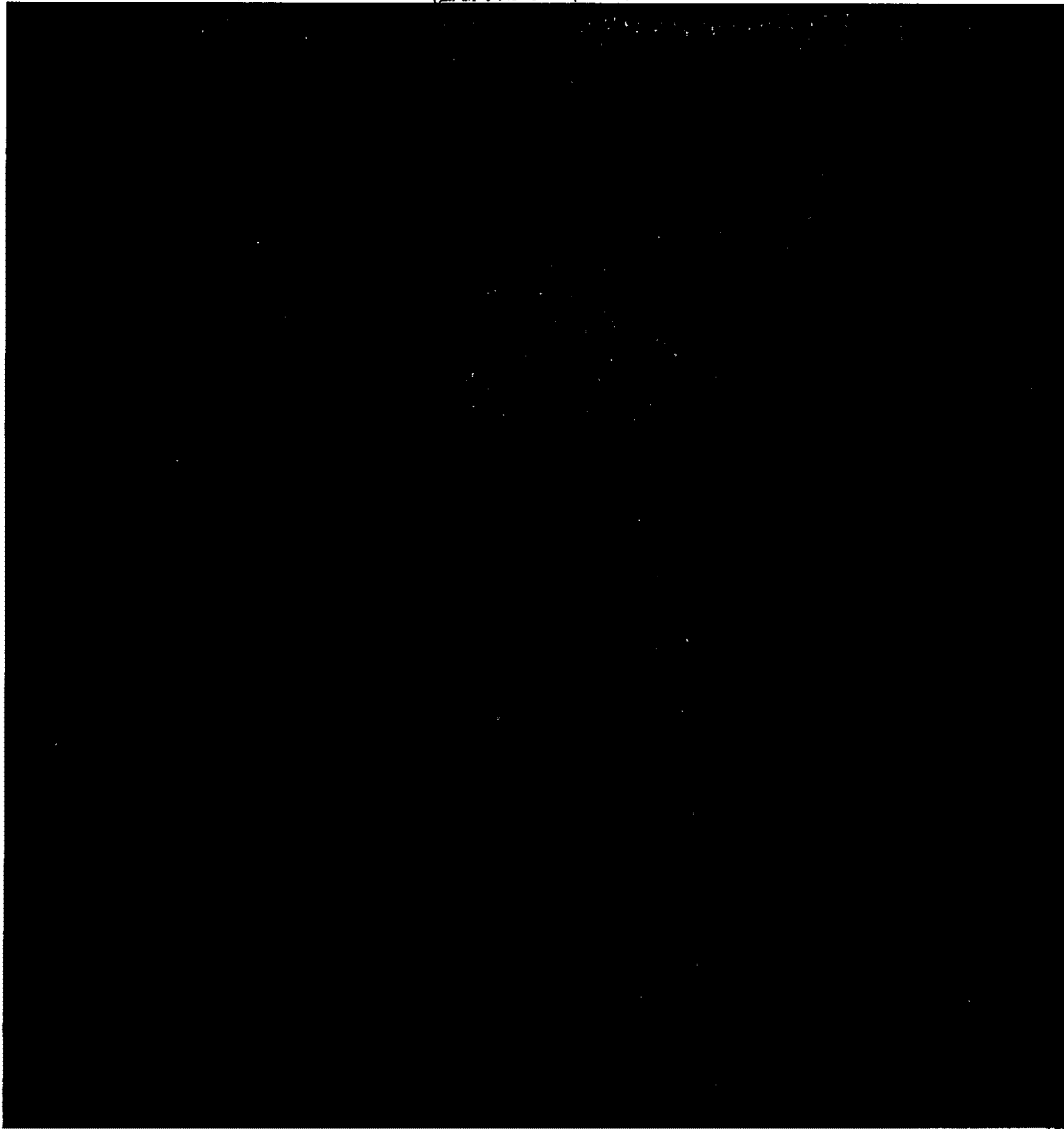
CENTRSOURCE CORE

Per:


R. J. (Bob) Westman
President

Schedule A

Statement of Indebtedness
(as at October 31, 2006)





J.C. [Signature]
[Signature]

Schedule B

Security

1. General security agreement made as of April 25, 2000 between ConSource Corp. and Landmark Global Financial Corporation.

S.C. 


STUDIO MODERNA SA
Via Pretorio 22
Lugano 6900
Switzerland

December 1, 2006

Delivered

CentrSource Corp.
Suite 810, P.O. Box 4
One First Canadian Place
100 King Street West
Toronto, ON
M5X 1A9

and

CentrSource Corp.
Suite 800
Wildeboer Dellelce Place
365 Bay Street
Toronto, Ontario
M5H 2V1

Dear Sirs:

Re: **Indebtedness of CentrSource Corp (the "Corporation") to Studio Moderna SA (the "Secured Creditor")**

You are indebted to us in the principal amount of [REDACTED] together with interest thereon to October 31, 2006 in the amount of [REDACTED]. Interest continues to be payable on the aforementioned amounts at [REDACTED] per annum after October 31, 2006 and the per diem interest rate is [REDACTED] (collectively, the "Indebtedness").

The Indebtedness is evidenced by a line of credit agreement dated April 25, 2000 (the "Credit Agreement") between the Corporation and Landmark Global Financial Corporation ("Landmark"), which Credit Agreement was subsequently assigned to the Secured Party by assignment agreement made on November 29, 2006 (the "Assignment") between Landmark, the Secured Creditor and the Corporation. The Indebtedness is secured by a general security agreement made as of April 25, 2000 between the Corporation and Landmark, as assigned by Landmark to the Secured Party by the Assignment. The Security was registered under the

Personal Property Security Act (Ontario) (the "PPSA") on April 27, 2000 as registration number 20000427 1700 9065 7919, and re-registered under the PPSA on November 17, 2006 as registration number 20061117115318624063. The Assignment was registered under the PPSA on November 29, 2006 as registration number 20061129162218624965.

The Indebtedness became due and payable on June 30, 2000 and we hereby formally demand payment of the Indebtedness pursuant to the Credit Agreement and the Security on or before the close of business on December 5, 2006.

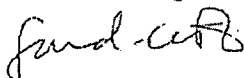
If payment of the Indebtedness is not received on or before the close of business on December 5, 2006, we will issue a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act (Canada)*, which will allow you a further 10 days to pay the Indebtedness. If payment of the Indebtedness has not been made following the expiry of the period referred to in the Notice of Intention to Enforce Security, we will take such steps as we may see fit to collect the Indebtedness, including, without limitation, the appointment of a receiver and/or manager.

We also reserve in the interim the right to take appropriate action required to preserve and protect our interest in the property subject to the Security.

Yours truly,

STUDIO MODERNA, SA

By:



Sandi Cerško
President

RESOLUTION OF THE DIRECTORS
OF
CENTRSOURCE CORP.
(the "Corporation")

Demand for Payment of Loan

WHEREAS:

- A. Landmark Global Financial Corporation ("Landmark") made available to the Corporation a line of credit pursuant to a line of credit agreement dated April 25, 2000 (the "Credit Agreement");
- B. as collateral security for the Corporation's obligations under the Credit Agreement, the Corporation granted to Landmark a security interest in all of its personal property and undertaking pursuant to a general security agreement made as of April 25, 2000 (the "Security");
- C. the Corporation has borrowed the aggregate principal amount of [REDACTED] (the "Indebtedness") from Landmark pursuant to the Credit Agreement, which Indebtedness was repayable in full on June 30, 2000 but remains outstanding as at the date hereof;
- D. Landmark has assigned its interests in the Credit Agreement and the Security to Studio Moderna, SA ("Studio Moderna") pursuant to an assignment agreement between Landmark, Studio Moderna and the Corporation; and
- E. Studio Moderna has delivered to the Corporation a demand for payment of the Indebtedness, together with all accrued interest, before December 5, 2006, and stated that if the Corporation fails to make payment by such date, it will issue a notice of intention to enforce security pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") and, if no payment is made within 10 days thereafter, to take such steps as it may see fit to collect the Indebtedness and all other obligations owed to it;

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. having regard to the financial circumstances of the Corporation, it is hereby determined that the Corporation is unable to pay the Indebtedness and otherwise satisfy the obligations owed to Studio Moderna;
2. the Corporation is hereby authorized and directed to irrevocably waive all requirements, whether under the BIA, the *Personal Property Security Act* (Ontario) or any other statute or law, for further notice of demand and time for payment of its liabilities to Studio Moderna, which liabilities are hereby acknowledged, and to consent to the earlier enforcement of the Security;

- 3. the officers and directors of the Corporation (or any one of them) are hereby authorized to do such further acts and things and to execute and deliver such instruments and documents as may be necessary or desirable in connection with the foregoing; and
- 4. all actions taken by the officers and directors of the Corporation prior to the date hereof and in furtherance of the foregoing are hereby ratified, approved and confirmed in all respects.

All of the directors of the Corporation hereby consent in writing to the foregoing resolution pursuant to subsection 129(1) of the *Business Corporations Act* (Ontario) this 2nd day of December, 2006.

Larry Dare



David Hennigar

Martin J. Rothstein

R.J. (Bob) Westrope

Robert Woodroffe

- 3. the officers and directors of the Corporation (or any one of them) are hereby authorized to do such further acts and things and to execute and deliver such instruments and documents as may be necessary or desirable in connection with the foregoing; and
- 4. all actions taken by the officers and directors of the Corporation prior to the date hereof and in furtherance of the foregoing are hereby ratified, approved and confirmed in all respects.

All of the directors of the Corporation hereby consent in writing to the foregoing resolution pursuant to subsection 129(1) of the *Business Corporations Act* (Ontario) this 27 day of December, 2006.

Larry Dare

David Hennigar



Martin J. Rothstein

R.J. (Bob) Westrope

Robert Woodrooffe

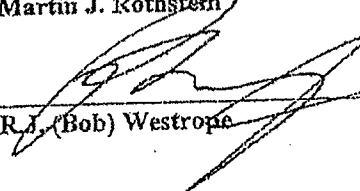
3. the officers and directors of the Corporation (or any one of them) are hereby authorized to do such further acts and things and to execute and deliver such instruments and documents as may be necessary or desirable in connection with the foregoing; and
4. all actions taken by the officers and directors of the Corporation prior to the date hereof and in furtherance of the foregoing are hereby ratified, approved and confirmed in all respects.

All of the directors of the Corporation hereby consent in writing to the foregoing resolution pursuant to subsection 129(1) of the *Business Corporations Act* (Ontario) this 5th day of December, 2006.

Larry Dare

David Hennigar

Martin J. Rothstein



R.J. (Bob) Westrope

Robert Woodrooffe

- 3. the officers and directors of the Corporation (or any one of them) are hereby authorized to do such further acts and things and to execute and deliver such instruments and documents as may be necessary or desirable in connection with the foregoing; and
- 4. all actions taken by the officers and directors of the Corporation prior to the date hereof and in furtherance of the foregoing are hereby ratified, approved and confirmed in all respects.

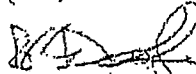
All of the directors of the Corporation hereby consent in writing to the foregoing resolution pursuant to subsection 129(1) of the *Business Corporations Act* (Ontario) this 5th day of December, 2006.

Larry Dare

David Hennigar

Martin J. Rothstein

R.J. (Bob) Westrope



Robert Woodrooffe

Dec 04 06 09:02a
Yahoo! Mail - lgdare@yahoo.co.uk

P. 3
Page 2 of 2

Larry Dare



David Hennigar

Martin J. Rothstein

R.J. (Bob) Westrope

Robert Woodrooffe

http://us.f250.mail.yahoo.com/ym/ShowLetter?box=Inbox&MsgId=6188_19136891_2512... 12/4/2006

TRADEMARK
REEL: 004990 FRAME: 0741

**NOTICE OF INTENTION TO ENFORCE SECURITY
UNDER THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)
(Section 244(1))**

To: **CentrSource Corp., an insolvent person**

TAKE NOTICE that:

1. Studio Moderna, SA, a secured creditor, intends to enforce its security on all personal property, assets and undertaking of the insolvent person wheresoever located.
2. The security that is to be enforced is in the form of a general security agreement made as of April 25, 2000 granted by the insolvent person to Landmark Global Financial Corporation, which general security agreement was subsequently assigned to Studio Moderna SA pursuant to an assignment agreement dated November 29, 2006 between Landmark Global Financial Corporation, Studio Moderna, SA and the insolvent person.
3. The total principal amount of indebtedness secured by the security is [REDACTED] together with (i) interest in the amount of [REDACTED] as at October 31, 2006 and continuing thereafter at the per diem rate of [REDACTED] and (ii) all costs incurred by the secured creditor.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period after this notice is sent, unless the insolvent person consents to an earlier enforcement.

Dated at lj, this 4th day of December, 2006.

STUDIO MODERNA, SA

By: [Signature]

Sandi Češko
President

The insolvent person named herein waives the 10 day advance notice period referred to in section 244(2) of the *Bankruptcy and Insolvency Act (Canada)* and consents to earlier enforcement of the security referred to herein.

Dated at Toronto, Ontario, this 5th day of December, 2006.

CENTRSOURCE CORP.

By: [Signature]

R.J. (Bob) Westrop
President

ACKNOWLEDGEMENT AND CONSENT

To: Studio Moderna, SA (the "Secured Creditor")

CENTRSOURCE CORP. (the "Debtor") hereby acknowledges receipt from the Secured Creditor of both a formal demand for the payment and satisfaction of its obligations, indebtedness and liabilities to the Secured Creditor and a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) and hereby irrevocably waives all requirements of further notice of such demand and time for payment of its liabilities and acknowledges its liabilities, including without limitation the 10-day period pursuant to the Notice of Intention to Enforce Security, to the Secured Creditor.

The Debtor hereby irrevocably consents to and agrees with the appointment by the Secured Creditor of R.J. (Bob) Westrope (the "Receiver") as receiver and manager under the general security agreement made as of April 25, 2000 granted by the Debtor to Landmark Global Financial Corporation (which was subsequently assigned to the Secured Creditor pursuant to an assignment agreement dated November 29, 2006 between Landmark Global Financial Corporation, the Secured Creditor and the Debtor) (the "Security"), which was registered under the *Personal Property Security Act* (Ontario) (the "PPSA") on April 27, 2000 as registration number 20000427 1700 9065 7919, and re-registered under the PPSA on November 17, 2006 as registration number 20061117115318624063, as amended on November 29, 2006 as registration number 20061129162218624965, created by the Debtor in favour of the Secured Creditor and to the due exercise of the powers exercisable by the Receiver under the terms of the Security.

DATED at Toronto, Ontario, this 5TH day of December, 2006.

CENTRSOURCE CORP.

By: 

R.J. (Bob) Westrope
President

TRADEMARK

REEL: 004990 FRAME: 0743

**NOTICE OF FORECLOSURE PURSUANT TO SUBSECTION 65(2)
OF THE PERSONAL PROPERTY SECURITY ACT (ONTARIO)**

To: The persons named in Schedule A annexed to this notice

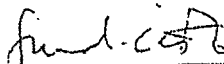
TAKE NOTICE that CentrSource Corp. ("CentrSource") has defaulted in the payment or in the performance of its obligations to Studio Moderna, SA (the "Secured Creditor") and that, pursuant to the security listed and described in Schedule B annexed to this notice and presently held by the Secured Creditor (the "Security Agreements"), the Secured Creditor intends to accept the collateral secured by the Security Agreements (the "Collateral") in satisfaction of the obligations thereby secured unless the Collateral is redeemed.

1. This notice is being delivered to you in accordance with subsection 65(2) of the *Personal Property Security Act* (Ontario) (the "PPSA") as you may have an interest in the Collateral and you may be entitled to redeem the Collateral, but the delivery of this notice is not an acknowledgement of the existence or validity of any security interest you may have in all or part of the Collateral.
2. The Collateral consists of all the assets, property and undertaking of CentrSource.
3. The amount required to satisfy the obligations of CentrSource secured by the Security Agreements is the amount of [REDACTED] as at October 31, 2006 plus the expenses of enforcement incurred by the Secured Creditor.
4. If you are entitled to notification and if your interest in the Collateral would be adversely affected by the Secured Creditor's proposal, you may object to the Secured Creditor's proposal by delivering to the Secured Creditor a written objection within 30 days after service of this notice. If effective objection is received, the Secured Creditor shall dispose of the Collateral in accordance with section 63 of the PPSA.
5. If you object, you may be required to furnish proof of your interest in the Collateral and unless you furnish such proof within 10 days after demand, the Secured Creditor may proceed as if no objection had been made.
6. If no effective objection is made, the Secured Creditor is, at the expiration of 30 days after service of this notice, deemed to have irrevocably elected to accept the Collateral in full satisfaction of the obligations secured by the Security Agreements, and thereafter is

entitled to the Collateral free from all rights and interests therein of any persons entitled to notification whose interest is subordinate to that of the Secured Creditor and who were served with this notice.

DATED this 5th day of December, 2006.

STUDIO MODERNA, SA

By: 
Sandi Ceško
President

by its solicitors, Wildeboer Dellelce LLP
Wildeboer Dellelce Place, Suite 800
365 Bay Street
Toronto, Ontario
M5H 2V1