

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
Viceroy Homes Limited		12/21/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Callidus Capital Corporation		
Street Address:	77 King Street West		
Internal Address:	Suite 4320, Royal Trust Tower		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1K2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3255205	VICEROY HOMES	
Serial Number:	77172885	VICEROY BUILDING SYSTEMS	
Registration Number:	2939187	VICEROY	
Registration Number:	2868868	VICEROY	
Registration Number:	2868867	VICEROY	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2486411600		
Email:	docketingTM@hdp.com, rwilson@hdp.com		
Correspondent Name:	Harness, Dickey and Pierce, P.L.C.		
Address Line 1:	5445 Corporate Drive, Suite 200		
Address Line 2:	c/o Elizabeth K. Brock		
Address Line 4:	Troy, MICHIGAN 48098		

CH \$140.00 3255205

ATTORNEY DOCKET NUMBER:	8521-500015
DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Elizabeth K. Brock
Signature:	/ekb/
Date:	09/06/2013
Total Attachments: 6 source=SecurityAgreementSchedule#page1.tif source=SecurityAgreementSchedule#page2.tif source=SecurityAgreementSchedule#page3.tif source=SecurityAgreementSchedule#page4.tif source=SecurityAgreementSchedule#page5.tif source=SecurityAgreementSchedule#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT effective as of December 21, 2012 is made by **VICEROY HOMES LIMITED**, a company incorporated under the laws of the Province of Ontario (together with its successors and permitted assigns, the “**Grantor**”) in favour of **CALLIDUS CAPITAL CORPORATION** (together with its successors and assigns, the “**Lender**”).

WHEREAS the Grantor has executed and delivered to the Lender a general security agreement dated as of December 21, 2012 (as amended, restated, supplemented, modified or replaced from time to time, the “**Security Agreement**”) as continuing collateral security for all indebtedness, liabilities and obligations of the Grantor to the Lender under a letter loan agreement dated as of December 21, 2012 between the Grantor and Canada Wood Frame Solutions Inc., as borrowers and guarantors, San Bao Investment Inc., C2 Global Holdings Inc., Viceroy Homes, Inc., Viceroy Building Solutions Limited, Kuen Yu Kwok, Harpal Dhillon, Ming Tang Liang and Jasbinder Hayre, as guarantors, and the Lender, as amended and restated pursuant to an amended and restated letter loan agreement among the same parties dated December 21, 2012.

AND WHEREAS as general and continuing collateral security for the payment and fulfillment of the Obligations, the Grantor has agreed, *inter alia*, to grant, charge and pledge to the Lender a security interest in the Intellectual Property (as defined below).

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Grantor, the Grantor agrees and covenants with the Lender as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Security Agreement.
2. **Grant of Security Interest.** As general and continuing collateral security for the prompt and complete payment and performance of the Obligations, the Grantor hereby grants to the Lender a security interest in all of the Grantor's registered and unregistered intellectual property (all of which shall collectively referred to as the “**Intellectual Property**”) including, without limitation, the following:
 - (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter acquired or held including, without limitation, those set forth in Schedule “A” attached hereto (collectively, the “**Copyrights**”);
 - (b) Any and all confidential, proprietary, and/or trade secret information now or hereafter acquired or held, including without limitation, plans, data, prototypes, manuals, documents, technical information, non-public information regarding patents, or patentable subject matter, research results, and strategies and tactics for researching;

- (c) Any and all property rights in all computer programs and databases and portions of each of the foregoing owned by the Grantor, in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored from time to time (collectively the "**Software**"), including any copyright in such Software, including, without limitation, any such copyright registrations and copyright applications set forth on Schedule "A" attached hereto, and both the object code and the source code versions of each such program and portions thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto;
- (d) Any and all right, title, and interest to patents, patent applications, and including, without limitation, the patents and patent applications listed in Schedule "B" attached hereto, and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part thereof, such rights including, without limitation, any and all priority rights deriving therefrom, and any and all right, title, and interest to the inventions described in the patents or patent applications listed in Schedule "B" attached hereto (collectively, the "**Patents**");
- (e) Any and all trademark and service mark rights, slogans, trade dress, tradenames and internet domain names, registered or not, applications to register and registrations of the same and like protections (excluding any intent to use filings) now or hereafter acquired or held, and the entire goodwill of the business of the Grantor associated therewith including, without limitation, those trademark registrations and trademark applications listed in Schedule "C" attached hereto (collectively the "**Trademarks**");
- (f) Any and all industrial design rights now or hereafter acquired or held including, without limitation, the registrations and applications listed in Schedule "B" attached hereto (collectively, the "**Designs**");
- (g) All licenses or other rights to use any of the Copyrights, Patents, Software, Designs, Trademarks, trade secrets, and all license fees and royalties due and/or payable to the Grantor arising from such use, to the extent permitted by such license or rights including, without limitation, those material licenses listed in Schedule "D" attached hereto;
- (h) Any and all claims for damages or compensation for past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property identified above;

- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Designs; and
 - (j) All proceeds from disposition of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 3. **Limitation on Grant of Security; Exception Regarding Last Day.** If the grant of any Security Interest in any Intellectual Property under Section 2 would result in the termination or breach of the governing agreement relating to such Intellectual Property or impairment or adverse effect on the validity or enforceability of such Intellectual Property (including, without limitation, any intent-to-use trademark applications), then the applicable Intellectual Property will not be subject to any Security Interest under Section 2 but will be held in trust by the Grantor for the benefit of the Lender. The last day of the term of each license granted to the Grantor pursuant to any license agreement shall be excepted from this Agreement and shall not form part of the Intellectual Property. The Grantor shall stand possessed of that day in trust to assign and dispose of it as the Lender directs.
- 4. **License Agreements.** The Security Interest granted hereunder shall not extend or apply to any right, title or interest of the Grantor under any present or future license agreements pursuant to which the Grantor is a licensee, to the extent such license agreements prohibit such a Security Interest from being granted without the consent or approval of another person as specified in such agreement and the Security Interest or assignment granted hereunder shall only apply upon such consent or approval being obtained, but the Grantor shall hold its interest therein in trust for the benefit of the Lender and shall grant a Security Interest to the Lender forthwith upon obtaining the consent of the other party thereto.
- 5. **Attachment.** The Grantor confirms that value has been given by the Lender to the Grantor, that the Grantor has rights in the Intellectual Property (other than as set out in Section 3 and Section 4) and, subject to Section 3 and Section 4, that the Grantor and the Agent have not agreed to postpone the time for attachment of the Security Interest created by this Agreement to any of the Intellectual Property. Subject to Section 3 and Section 4, the Security Interest created by this Agreement is intended to attach to: (i) existing Intellectual Property when the Grantor signs this Agreement, and (ii) Intellectual Property subsequently acquired by the Grantor immediately upon the Grantor acquiring any rights in such Intellectual Property. The Security Interest created by this Agreement will have effect and be deemed to be effective whether or not the Obligations or any part thereof are owing or in existence before or after or upon the date of this Agreement, and the execution of this Agreement shall not oblige the Lender to advance any funds or any additional funds.
- 6. **Additional Security.** The security in respect of the Intellectual Property provided for hereunder is in addition to and not in substitution for any other security now or hereafter held by the Lender in relation to the Obligations.

7. **Authorization and Request.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the Security Interest of the Lender in the Intellectual Property with a register (a “**Register**”) maintained under the legislative or regulatory authority of a nation, country, state, municipality or other political subdivision, or with a register maintained by an authority established pursuant to a treaty, wherein the purpose of the register is to maintain records of documents received by the authority and relating to Intellectual Property registrations or applications for Intellectual Property registration. The Grantor authorizes and requests that the Register record this Agreement.
8. **Registration of Agreement.** The Grantor hereby acknowledges that the Lender may register a copy of this Agreement or notice thereof. The Grantor shall cooperate with and assist the Lender, as requested by the Lender, with respect to any registrations or notice registrations of or relating to this Agreement which the Lender deems appropriate.
9. **Amendments.** This Agreement may not be amended unless the prior written consent of the Lender has been obtained.
10. **Electronic Transmission.** This Agreement, to the extent signed and delivered by means of electronic transmission (including facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in Person.
11. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
12. **Incorporation by Reference; Conflict.** The Security Interests created pursuant to this Agreement have been granted in conjunction with the Security Interests granted by the Grantor to the Lender under the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interests created pursuant to this Agreement are without prejudice to, and are in addition to, those rights and remedies set forth in the Security Agreement. All of the Lender’s rights and remedies with respect to the Intellectual Property shall be cumulative. In the event that there is any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Security Agreement, then the provisions of the Security Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency.

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IN WITNESS WHEREOF the Grantor has executed this Agreement as of the day and year first written above.

VICEROY HOMES LIMITED

Per:

Name:

Title:


Sasindar Mayre
Director

Name:

Title:

I have authority to bind the Corporation.

Intellectual Property Security Agreement -- Viceroy

TRADEMARK
REEL: 005106 FRAME: 0575

SCHEDULE "C"**TRADEMARKS****CANADIAN TRADE-MARKS**

TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER	STATUS	RENEWAL DATE
SUPERWINDOW DESIGN	0623230	TMA383777	Registered	May 3, 2021
VICEROY	0427097	TMA245178	Registered	May 23, 2025
VICEROY HOMES	1287897	TMA681510	Registered	February 12, 2022
Viceroy Logo THE FINEST HOMES OF THEM ALL.	1287896	TMA681508	Registered	February 12, 2022
VICEROY BUILDING SYSTEMS LIMITED	1348248		Allowed	Declaration of Use and Registration Fee due on November 15, 2010
VICEROY DESIGN	1182951	TMA619981	Registered	September 20, 2019
VICEROY & DESIGN	0430974	TMA245215	Registered	May 23, 2025
VICEROY BUILDING SOLUTIONS	1513678	TMA825135	Registered	

UNITED STATES TRADE-MARKS

TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER	STATUS	RENEWAL DATE
VICEROY HOMES	78/794746	3255205	Registered	June 26, 2017
VICEROY BUILDING SYSTEMS	77/172885		Pending	Suspension pending foreign registration
VICEROY DESIGN	76/537061	2939187	Registered	April 12, 2015
VICEROY DESIGN	76/532991	2868868	Registered	August 3, 2014
VICEROY	76/532990	2868867	Registered	August 3, 2014