

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL INTERNATIONAL MFG. CO. LTD.		12/13/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	1 Place Ville Marie, Suite 300		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B 4R8		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1507811	EXCALIBUR	
Registration Number:	2823670	EXCALIBUR	
Registration Number:	4148588	I-CARVER	
Registration Number:	4148589	I-PICTURE	
Registration Number:	2817619	ULTIMATE	
CORRESPONDENCE DATA			
Fax Number:	2167713804		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	216-771-3800		
Email:	dphdocket@dpeterhochberg.com		
Correspondent Name:	D. Peter Hochberg		
Address Line 1:	1940 East 6th St. - 6th Floor		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	BF-1 (#90724)		

OP \$140.00 1507811

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

sean f. mellino

Signature:

/sean f. mellino/

Date:

02/12/2014

Total Attachments: 3

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Intellectual Property Security Agreement

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 13, 2013 (this "Security Agreement"), is made by GENERAL INTERNATIONAL MFG CO. LTD., a Canadian corporation (the "Grantor"), in favor of ROYAL BANK OF CANADA (the "Lender").

WHEREAS, the Lender and the Grantor have entered into a Loan Agreement dated December 13, 2013 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Grantor has entered into a Movable Hypothec dated as of December 2, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Hypothec"), in favor of the Lender; and

WHEREAS, the Loan Agreement and the Hypothec require the Grantor to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan Agreement and the Hypothec, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

SECTION 2. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all present and future obligations of the Grantor in favour of the Lender, including under the Loan Agreement, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following collateral (the "Trademark Collateral"):

(i) all of its trademarks and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark, including those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at

law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Hypothec. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Hypothec, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Hypothec, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed by the parties to this Security Agreement in separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GENERAL INTERNATIONAL MFG
CO. LTD.**

By:



Name: Christian Chénier

Title: PRESIDENT

SCHEDULE I

I. REGISTERED TRADEMARKS IN USA

Word Mark	Registration Number	Registration Date
EXCALIBUR	1,507,811	1988-10-11
EXCALIBUR	2,823,670	2004-03-16
i-Carver	4,148,588	2012-05-29
i-Picture	4,148,589	2012-05-29
ULTIMATE	2,817,616	2004-02-24