Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	RE	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FILOGIX (REAL ESTATE INFORMATION SYSTEMS TECHNOLOGY) INC. *7·17·03*

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State XXX Canada
- ☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: NORVEST MEZZANINE GENERAL
Internal PARTNER (NO. 1) CORP.
Address: _____
        1 Adelaide Street East
Street Address: Suite 2800
City: Toronto   State: Ontario   Zip: M5C 2V9

- ☐ Individual(s) citizenship_____
- ☐ Association_____
- ☐ General Partnership_____
- ☐ Limited Partnership _____
- ☒ Corporation-State Canada
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other_____

Execution Date: June 19, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
   2369647

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gabrielle S. Roth

Internal Address: Dickstein Shapiro Morin & Oshinsky LLP

Street Address: 2101 L Street, NW

City: Washington   State: DC   Zip: 20037

6. Total number of applications and registrations involved: .... ☐ 1

7. Total fee (37 CFR 3.41).................$ 40.00

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account (Any deficiencies)

8. Deposit account number:
   04-1073

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gabrielle S. Roth
Name of Person Signing

Gabrielle S. Roth
Signature

7/17/03
Date

Total number of pages including cover sheet, attachments, and document: ☐ 26

TRADEMARK
REEL: 002793 FRAME: 0543

INTELLECTUAL PROPERTY AGREEMENT

This Agreement is made as of June 19, 2003 between:

FILOGIX (REAL ESTATE INFORMATION SYSTEMS TECHNOLOGY) INC.,
a Canada corporation
(together with its successors and assigns, the "**Borrower**")

-and-

NORVEST MEZZANINE GENERAL PARTNER (NO. 1) CORP., AS GENERAL PARTNER FOR NORVEST MEZZANINE FUND LIMITED PARTNERSHIP,
(together with its successors and assigns, the "**Lender**")

A.   The Borrower, the other borrowers party thereto (collectively, the "**the Borrowers**") and the Lender have entered into a credit agreement dated as of June 19, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") under which the Lender has agreed to provide to the Borrowers a non-revolving term loan in the principal amount of Three Million Dollars ($3,000,000).

B.   It is a condition precedent to the effectiveness of the Credit Agreement that the Borrower execute and deliver, among other things, this intellectual property security agreement (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**") as continuing collateral security for the complete and irrevocable payment and performance of its Obligations (as herein defined).

FOR VALUE RECEIVED, the Borrower agrees as follows:

SECTION 1 – INTERPRETATION

1.1   Definitions

Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed thereto in the Credit Agreement and:

(1)   *Agreement* has the meaning assigned to it in Recital B hereof. All uses of the words "hereto", "herein", "hereof", "hereby" and "hereunder" and similar expressions refer to this Agreement and not to any particular section or portion of it.

(2)   *Collateral* means all of the Intellectual Property Rights (including Software), Records, Replacements and Proceeds and any item or part thereof.

(3)   *Obligations* means all obligations, indebtedness and liability, now and hereafter existing, direct and indirect, absolute and contingent, matured and not, extended and renewed, wheresoever and howsoever incurred, of the Borrower to the Lender under and pursuant to the Credit Agreement and the other Documents to which the Borrower is party and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Borrower be bound alone or with another or others and whether as principal or surety.

(4)   *PPSA* means Ontario's *Personal Property Security Act*, as amended.

(5)   *Proceeds* means all fixtures, accounts, Chattel Paper, documents of title, Instruments, money, securities, proceeds, earnings, income, royalties, rents, issues, profits and personal property in any form derived directly or indirectly from any dealing with or use of any item or part of the Collateral or that indemnifies or compensates for such property destroyed, damaged, infringed upon or used without authorization and proceeds of Proceeds whether or not of the same type, class or kind as the original Proceeds and any item or part thereof.

(6)   *Records* means:

     (a)   all copies and representations of the Intellectual Property Rights 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, charts, drawings, materials and diagrams created in the process of developing the Intellectual Property Rights;

     (b)   all books, accounts, invoices, letters, papers, security certificates, documents and other records in any form evidencing or relating in any way to the Collateral;

     (c)   all contracts, securities, instruments and other rights and benefits in respect of the Collateral; and

     (d)   any item or part of any of the preceding.

(7)   *Replacements* means all increases, additions and accessions to, and all substitutions for and replacements of, and all corrections, updates, enhancements, translations, modifications, adaptations and new versions of, any item or part of, the Collateral and any item or part thereof.

(8)   *Software* means all computer programs and databases now or hereafter owned by the Borrower in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored from time to time, and the copyrights therein. Software includes both the object code and source code versions of each such program and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof, together with both the media upon or in which such software and databases 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.

1.2 PPSA

Words and phrases defined in the PPSA and used without initial capitals in this Agreement and the terms "Instrument" and "Chattel Paper" have the meanings assigned to them in the PPSA, unless the context otherwise requires.

SECTION 2 - GRANT OF SECURITY INTEREST

2.1 Security Interest

(1) As general and continuing security for the due payment and performance of all of the Obligations, the Borrower grants to the Lender a security interest (the "**Security Interest**") in all of the Collateral now or hereafter owned by the Borrower including, without limitation, all of the Collateral described in Schedule "A". Notwithstanding the foregoing, where the Borrower does not itself own the source code for any Software, the Security Interest shall not apply to such Software.

(2) If the Collateral is realized upon and the Security Interest in the Collateral is not sufficient to satisfy all of the Obligations, the Borrower acknowledges and agrees that the Borrower shall continue to be liable for any Obligations remaining outstanding and the Lender shall be entitled to pursue full payment thereof.

2.2 Last Day of Licence

The last day of the term of each licence granted to the Borrower pursuant to the Licensee Licence Agreements shall be excepted from the Security Interest and shall not form part of the Collateral. The Borrower shall stand possessed of that day in trust to assign and dispose of it as the Lender directs.

2.3 Attachment

The Borrower and the Lender hereby acknowledge that (1) value has been given; (2) the Borrower has rights in the Collateral or will have rights in the case of after-acquired Collateral; and (3) the Security Interest created hereby is intended to attach when this Agreement is signed by the Borrower and delivered to the Lender.

2.4 Use of the Collateral

Prior to the occurrence of an Event of Default that is continuing, the Borrower shall have the right to use, enforce and defend the Collateral, subject to compliance with the Credit Agreement.

SECTION 3 – COVENANTS OF THE BORROWER

3.1 Covenants of the Borrower

The Borrower covenants and agrees with the Lender that, until the Obligations are paid, satisfied and terminated in full, it shall comply with the following:

(a)   subject to Section 5.2(2) hereof, the Borrower shall, from time to time, upon each request from the Lender, at the Borrower's sole cost and expense in each case, make, do, execute and cause to be made, done and executed, all such further and other lawful acts, documents and assurances whatsoever which the Lender reasonably determines may be necessary in order to give effect to the provisions, purposes and intent of this Agreement; and

(b)   within 30 days from the date of this Agreement, the Borrower shall enter into a source code escrow agreement for all of its Software with an external escrow agent acceptable to the Lender and shall comply with the terms thereof.

SECTION 4- EVENTS OF DEFAULT AND REMEDIES

4.1 Events of Default

The happening of an Event of Default as defined in the Credit Agreement shall constitute an Event of Default hereunder (each, an "**Event of Default**"). The Security Interest shall be and only become enforceable against the Borrower at any time upon the occurrence of and during the continuance of an Event of Default.

4.2 Receiver

Upon the occurrence of and during the continuance of an Event of Default, the Lender may appoint or reappoint by instrument in writing, any Person(s), whether an officer or officers or an employee or employees of the Lender or not, to be a receiver or receivers (a "**Receiver**", which term shall include a receiver and manager) of the Collateral (including any Proceeds) and may remove any Receiver so appointed and appoint another in its stead. Any such Receiver shall, so far as concerns responsibility for its acts, be deemed the agent of the Borrower and not of the Lender, and the Lender shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, its servants, agents or employees. Subject to the provisions of the instrument appointing the Receiver, any such Receiver shall have power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the Business and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Borrower, enter upon, use and occupy all premises owned or occupied by the Borrower wherein the Collateral may be situate, maintain the Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on the Business or as security for loans or advances to enable the Receiver to carry on the Business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the

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Lender, all money received from time to time by such Receiver in carrying out its appointment shall be received in trust for and paid over to the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender.

Upon the occurrence of and during the continuance of an Event of Default, the Lender may, either directly or through its agent(s) or nominee(s), exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing paragraph.

4.3 Additional Rights

(1)   At any time after the occurrence of and during the continuance of an Event of Default, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce all of the Collateral of the Borrower and, if the Lender shall determine that it shall commence any such suit, the Borrower shall do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Borrower shall, promptly, upon demand from the Lender, reimburse and indemnify the Lender for all reasonable costs and expenses incurred by the Lender in the exercise of its rights hereunder.

(2)   At any time after the occurrence of and during the continuance of an Event of Default, the Lender may take possession of, collect, demand, sue on, enforce, recover and receive the Collateral and give valid and binding receipts and discharges therefor and in respect thereof, and the Lender may sell, lease, license or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Lender may determine reasonable in its sole and absolute discretion.

(3)   In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Borrower and the Lender and in addition to any other rights the Lender may have at law or in equity, the Lender shall have, both before and after an Event of Default, all rights and remedies of a secured party under the PPSA or similar legislation in any jurisdiction wherein any of the Collateral is located; provided always, that the Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of the Collateral or to institute any proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether the Collateral or Proceeds and whether or not in the Lender's possession and shall not be liable or accountable for failure to do so.

4.4 Expenses

Without limiting the provisions of the Credit Agreement, the Borrower agrees to pay all reasonable costs, charges and expenses incurred by the Lender or any Receiver appointed by it, whether directly or for services rendered (including reasonable legal counsels' and auditors' costs and other reasonable legal expenses and Receiver remuneration), in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, registering, licensing, repairing, processing, preparing for disposition and disposing of the Collateral and in enforcing or collecting Obligations and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Lender or any Receiver appointed by it, as permitted

hereby, shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

4.5 Power of Attorney

Upon the occurrence of and during the continuance of an Event of Default, the Borrower (a) acknowledges that the Lender or any Receiver appointed by it may take possession of the Collateral wherever it may be located and by any method permitted by law and, in such event, the Borrower agrees upon request from the Lender or any such Receiver to assemble and deliver possession of the Collateral at such place or places as directed and (b) shall take such further action as may be necessary to evidence and effect an assignment or licensing of any of the Collateral to whomever the Lender directs, including the Lender. The Borrower hereby authorizes the Lender to file financing statements and other documents and do such acts, matters and things as the Lender may deem appropriate to perfect on an ongoing basis and continue the Security Interest and to protect and preserve the Collateral. Upon the occurrence and during the continuance of an Event of Default, the Borrower hereby irrevocably constitutes and appoints the Lender, or any officer or director or manager of the Lender, whenever and wherever it may be deemed necessary or expedient, its true and lawful attorney in accordance with applicable legislation, with full power of substitution, to do on the Borrower's behalf anything that is required to (a) assign, licence or transfer, and to record any assignment, licence or transfer of, the Collateral, (b) preserve and protect the Collateral and (c) realize upon the Security Interest hereunder. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest by the Lender.

SECTION 5 – GENERAL

5.1 Performance of the Borrower's Duties by the Lender

Upon the Borrower's failure to perform any of its duties hereunder, the Lender may, but shall not be obligated to, perform any or all of such duties, and the Borrower shall pay to the Lender, forthwith upon written demand therefor, an amount equal to the reasonable expense incurred by the Lender in so doing, plus interest thereon from the date such expense is incurred until it is paid at a rate per annum equal to the interest rate applicable to the Loan under the Credit Agreement.

5.2 Extensions, Delays, etc.

(1)   The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Borrower, debtors of the Borrower, sureties and others and with the Collateral and other security as the Lender may see fit without prejudice to the Obligations of the Borrower or the Lender's right to hold and realize the Security Interest. Furthermore, upon the occurrence of and during the continuance of an Event of Default, the Lender may demand, collect and sue on the Collateral in either the Borrower's or the Lender's name, at the Lender's option, and may endorse the Borrower's name on any and all cheques, commercial paper and any other Instruments or documents pertaining to or constituting the Collateral in order to facilitate such collection or suit.

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(2)   No delay or omission by the Lender in exercising any right or remedy hereunder or with respect to any of the Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Lender may, but shall not be obligated to, remedy any Event of Default by the Borrower hereunder or with respect to any of the Obligations in any reasonable manner without waiving the Event of Default remedied and without waiving any other prior or subsequent Event of Default by the Borrower. All rights and remedies of the Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

5.3   Assignment and Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Borrower shall not assert against the assignee any claim or defence the Borrower has or hereafter may have against the Lender. Any assignment or other transfer by the Borrower or the Lender of their respective rights or obligations hereunder shall be prohibited unless done in accordance with the provisions of the Credit Agreement.

5.4   Amendments

No modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

5.5   Notice

Any notice or other communication required or permitted to be given to the Borrower or the Lender under this Agreement, shall be in writing and shall be given in accordance with the notice provisions of the Credit Agreement.

5.6   Additional Security

This Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Lender and is, and is intended to be, a continuing security agreement and shall remain in full force and effect until all Obligations shall be irrevocably paid, satisfied and terminated in full.

5.7   Headings and Table of Contents

The headings and table of contents used in this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

5.8 Number and Gender

When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the Person referred to being a male, female, firm or corporation.

5.9 Severability

In the event any provisions of this Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.

5.10 No Further Obligations

Nothing herein contained shall in any way obligate the Lender to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Obligations.

5.11 Amalgamation

The Borrower acknowledges and agrees that in the event that it amalgamates with any other company or companies, it is the intention of the parties hereto that the term the "Borrower" shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:

(a)   shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company; and

(b)   shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Lender at the time of amalgamation and any "Obligations" of the amalgamated company to the Lender thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with the Borrower, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

5.12 Governing Law

This Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein as the same may from time to time be in effect, including, where applicable, the PPSA.

5.13   Limitation of Civil Rights Act

The Limitation of Civil Rights Act (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement.

5.14   Public Registration

The Borrower hereby acknowledges that the Lender may register a copy of this Agreement and in such event it will be available to the public for inspection. The Borrower shall cooperate with and assist the Lender, as requested by the Lender, with respect to any registrations of or relating to this Agreement which the Lender deems appropriate.

5.15   Paramountcy

To the extent of any conflict or inconsistency between the provisions of the Credit Agreement and this Agreement, the Credit Agreement shall prevail, except as explicitly provided in this Agreement.

5.16   Copy of Agreement

The Borrower hereby acknowledges receipt of a copy of this Agreement.
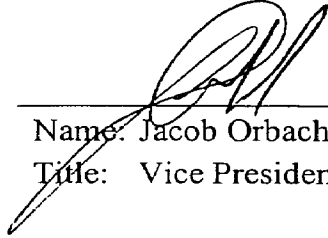
5.17   Counterparts

This Agreement may be executed in any number of counterparts, by original or facsimile, each of which shall collectively and separately constitute one and the same agreement.

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The Borrower has executed this Agreement as of the date first written above.

FILOGIX (REAL ESTATE INFORMATION SYSTEMS TECHNOLOGY) INC.

By: _____

Name: Jacob Orbach

Title: Vice President and Secretary

Schedule A – Collateral

Schedule A-Collateral

Intellectual Property Rights

A. **CANADA**

(a) **Trademarks:**

Trademark	Status	Current Owner
PowerAgent	REGISTERED App #:0734207 FILING DATE: 1993-08-03 Reg #: TMA437709 REGN. DATE: 1994-12-30	Centric Systems Corporation *(letter sent to TM office on May 22, 2003 to change the name of the owner to FiLogix Inc.)*
POWERAGENT DESIGN		
FILOGIX	REGISTERED App #:1056589 FILING DATE: 2000-04-26 Reg#: TMA 580,957 REGN. DATE: May 7, 2003	FiLogix Inc.
NETEDIT	REGISTERED App #:0812952 FILING DATE: 1996-05-21 Reg #: TMA504057 REGN. DATE: 1998-11-13	FiLogix Real Estate Information Systems Technology Inc.
MILESTONE	REGISTERED App #:0797137 FILING DATE: 1995-11-10 Reg #: TMA503909 REGN. DATE: 1998-11-10	FiLogix Real Estate Information Systems Technology Inc.
CELERITY	REGISTERED App #:0802422 FILING DATE: 1996-01-24 Reg #: TMA503915 REGN. DATE: 1998-11-10	FiLogix Real Estate Information Systems Technology Inc.
THE CELERITY REAL ESTATE NETWORK	REGISTERED App #:0765789	FiLogix Real Estate Information Systems Technology Inc.

Trademark	Status	Current Owner
	FILING DATE: 1994-10-12 Reg #: TMA458444 REGN. DATE: 1996-05-31	
GUI'S REAL FORMS	REGISTERED App #:0763786 FILING DATE: 1994-09-13 Reg #: TMA449441 REGN. DATE: 1995-10-27	GUI Software Systems Corp. *(letter sent to TM office on May 22, 2003 to change the name of the owner to FiLogix (Real Estate Technology) Inc.)*
GUI SOFTWARE SYSTEMS CORP.	REGISTERED App #:0763785 FILING DATE: 1994-09-13 Reg #: TMA448124 REGN. DATE: 1995-09-22	GUI Software Systems Corp. *(letter sent to TM office on May 22, 2003 to change the name of the owner to FiLogix (Real Estate Technology) Inc.)*
BOS BACK OFFICE SYSTEM	SEARCHED App #:0892247 FILING DATE: 1998-10-06	GUI Software Systems Corp. *(letter sent to TM office on May 22, 2003 to change the name of the owner to FiLogix (Real Estate Technology) Inc.)*
CONSUMERBASE	SEARCHED App #:1,107,345 FILING DATE: 2001-06-21	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
HOMEBASE	SEARCHED App #:1,107,344 FILING DATE: 2001-06-21	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
MORTGAGEBASE	SEARCHED App #:1,107,346 FILING DATE: 2001-06-21	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
THE 2 MINUTE MORTGAGE	SEARCHED App #:1,054,637 FILING DATE: 2000-04-11	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
MORTGAGEBASE PLUS	Unregistered	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
LENDERBASE	Unregistered	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*

(b) Copyrights:

Copyright	Status	Current Owner
"CELERITY REAL ESTATE DATABASE MANAGEMENT SYSTEM" BY SHARON EDITH WAHL	REGISTERED Regn. 451102 REGN. DATE: March 26, 1996	Celerity Real Estate Systems Ltd. *(letter sent to TM office on May 23, 2003 to change the name of the owner to FiLogix (Real Estate Information Systems Technology) Inc.)*
"CELERITY PROCESS KIT" BY SHARON E. WAHL	REGISTERED Regn. 452857 REGN. DATE: May 23, 1996	Celerity Real Estate Systems Ltd. *(letter sent to TM office on May 23, 2003 to change the name of the owner to FiLogix (Real Estate Information Systems Technology) Inc.)*
"THE GEOSCIENCE NETWORK" BY JOHN LESSLIE WAHL (Assignment Regn. 47035 affecting #451102 and 452857 from Sharon Edith Wahl to Celerity Holdings Ltd. Assignment Regn. 46848 affecting #446320 from John Lesslie Wahl to Celerity Holdings Ltd. Certificate of Amalgamation No. 47340 from Celerity Enterprises Ltd., Celerity Holdings Ltd. and Celerity Real Estate Systems Ltd. to Celerity Real Estate Systems Ltd.)	REGISTERED Regn. 446320 REGN. DATE: Sept. 21, 1995	Celerity Real Estate Systems Ltd. *(letter sent to TM office on May 23, 2003 to change the name of the owner to FiLogix (Real Estate Information Systems Technology) Inc.)*

(c) Patents:

Nil

(d)   Domain Names

Domain Name	Renewal Date	Registrant/Owner
celerity.ca	10/07/05	Celerity Enterprises Ltd. *(letter sent to the registrar on June 16, 2003 to transfer the registrant to FiLogix (Real Estate Information Systems Technology) Inc.)*
appraisalsacrosscanada.com	03/05/04	FiLogix Inc.
lawyersacrosscanada.com	03/05/04	FiLogix Inc.
lendersacrosscanada.com	03/05/04	FiLogix Inc.
mlsacrosscanada.com	17/08/05	FiLogix Inc.
mortgagesacrosscanada.com	03/05/04	FiLogix Inc.
mycibcmortgage.ca	07/02/04	Centric Systems *(letter sent to the registrar on June 16, 2003 to transfer the registrant to FiLogix Inc.)*
mycibcmortgage.com	07/02/04	FiLogix Inc.
realtorsacrosscanada.com	03/05/04	FiLogix Inc.
rentalsacrosscanada.com	17/08/05	FiLogix Inc.
scotia-mortgage-broker-unit.ca	27/09/03	Centric Systems *(letter sent to the registrar on June 16, 2003 to transfer the registrant to FiLogix Inc.)*
tdctmsf.ca	26/02/04	Centric Systems *(letter sent to the registrar on June 16, 2003 to transfer the registrant to FiLogix Inc.)*
enabledcommerce.net	03/12/03	Enabled Commerce Network Inc. *(letter sent to the registrar on June 16, 2003 to transfer the registrant to FiLogix Inc.)*
centricsystems.ca	23/06/04	FiLogix Inc.
datx.ca	08/05/04	FiLogix Inc.
filogic.ca	26/06/05	FiLogix Inc.
filogic.com	10/04/06	FiLogix Inc.

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Domain Name	Registration Date	Registrant/Owner(s)	
filogic.net	10/04/06	FiLogix Inc.	
filogix.ca	19/06/04	FiLogix Inc.	
filogix.com	11/04/06	FiLogix Inc.	
filogix.net	14/04/06	FiLogix Inc.	
filogix.org	14/04/06	FiLogix Inc.	
gcmc.net	12/07/07	FiLogix Inc.	
guisoftware.com	28/08/04	FiLogix Inc.	
myrealdesktop.com	31/01/05	FiLogix Inc.	
myrealdesktop.net	16/02/05	FiLogix Inc.	
myrealoffice.com	16/02/05	FiLogix Inc.	
realeasy.com	17/05/06	FiLogix Inc.	
realeasylearning.com	11/09/04	FiLogix Inc.	
realgateway.com	16/02/05	FiLogix Inc.	
homesacrosscanada.com	02/17/05	FiLogix Inc.	
kelon.ca	23/05/03	Kelon Computer Corp. Inc. *(letter sent to the registrar on June 16, 2003 to transfer the registrant to FiLogix Inc.)*	
kelon.on.ca	23/05/03	Kelon Computer Corp. Inc. *(letter sent to the registrar on June 16, 2003 to transfer the registrant to FiLogix Inc.)*	
Mortgagebase.ca	04/26/05	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*	
Consumerbase.ca	04/26/04	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*	
Mortgagebase.info	09/18/03	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*	

Domain Name	Issue/Renewal Date	Registrant/Owner
Consumerbase.info	10/01/03	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
Morty.com	04/19/04	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
enetcanada.com	11/29/05	Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*

(e) Tradenames

Nil.

(f) Software

(i) Filogix Group

Product	Description/Additional Information	Owner
1. Broker Products		
Lender Specific Systems (LSS) and ECNI	Create a residential mortgage application on a LSS/ECNI workstation, obtain an Equifax credit bureau, select a connected lender and submit the application for underwriting via the broker's server and FiLogix data room. Broker has ability to send creditor life application on behalf of customer as well as apply for home closing services and Visa cards. Upon the completion of underwriting FiLogix retrieves the commitment/decline and makes the commitment/decline available to the LSS/ECNI broker server for pickup and subsequent delivery to the LSS/ECNI workstation. LSS is an Apple MacIntosh based system while ECNI is a Windows platform, but both share a common back end delivery to underwriting	FiLogix Inc.
Mortgage Centre (MC):	Create a residential mortgage application on a MC workstation, obtain an Equifax credit bureau, submit the application simultaneously to the market lenders (as amended from time to time through the execution of the Mortgage Market Addendum with Mortgage Centre Canada a div of	FiLogix Inc.

Product	Description/Additional information	Owner
	CIBC Mortgages, for underwriting via the MC broker's server and FiLogix data room). Broker has ability to send creditor life application on behalf of customer. Upon the completion of underwriting FiLogix retrieves the commitment(s)/decline(s) and makes the commitment(s)/decline(s) available to the MC broker server for pickup and subsequent delivery to the MC workstation.	
CMI Sales Force	Create a residential mortgage application on a LSS workstation, obtain an Equifax credit bureau, and select a CMI Corporately authorized and connected LSS lender and submit the application for underwriting via the CMI Sales Force Broker server and FiLogix data room. Upon the completion of underwriting FiLogix retrieves the commitment/decline and makes the commitment/decline available to the CMI Sales Force Broker server for pickup and subsequent delivery to the LSS workstation. The CMI Corporately authorized and connected LSS underwriting system contains some custom FiLogix software tools built to return against a CMI proprietary scoring model.	FiLogix Inc.
2. Appraisal		
FiLogix Appraisal System used by independents and TDCT Internal appraisers	Obtains an Appraisal Order from the TD Bank (and other lenders) system, allows an individual to review the order and manually allocate FiLogix connected appraiser for fulfillment. The order is picked up FiLogix and delivered to the designated appraisal firm. The orde accepted or declined by the appraisal firm, and assuming acce commences their review of the property, inputting pictures and data ir standard appraisal review template along with an opinion of value. completed order, once authorized through the input of a pers Identification number (PIN), that attaches a digital signature associated the PIN, is returned to FiLogix for delivery to TD Bank." In addition all Lender underwriting terminals may also initiate appraisal orders to a FiLogix connected appraiser for fulfillment.	FiLogix Inc.
3. Lender Systems		
Lender Underwriting Version 3 and 4/Appraisal/CMHC/GE	The lender systems have been designed to review and commit/de LSS,,ECNI, MC, CMI and WAPP submitted mortgage applications consistent methodology, on a workstation in a client server model desi by FiLogix. The reviewing underwriter can submit the applications to e CMHC or GE as applicable based upon the appropriate hardware bein place to FiLogix standards.	FiLogix Inc.

Product	Description/Additional Information	Owner
	Appraisals received by the lender server(s) can be reviewed on either the same underwriting workstations or specialized appraisal workstations.	
4. Browser Based Systems		
Celerity DMS	Using an internet browser, authorized licensees are allowed to access a web site protected by name and password conventions to allow access of listing and sold data for real estate boards they are authorized to access	FiLogix (Real Estate Information Systems Technology) Inc.
FiLogix IDX Solution	Allows real estate board members to display desired listings (as determined by a real estate board) on their respective web sites through a framing process.	FiLogix (Real Estate Information Systems Technology) Inc.
FiLogix Public Site- Homes Across Canada	Using an internet browser, the public is allowed to access a web site and view a limited set of real estate listing data from real estate boards who licensed to use FiLogix DMS and have authorized public access to this limited data.	FiLogix (Real Estate Information Systems Technology) Inc.
WAPP-web application	Using an internet browser licensed users are allowed to create residential mortgage applications, obtain an Equifax credit bureau, select a connected LSS lender, submit the application to the selected underwriting server referred to above under Lender Systems and receive commitment or declines responses.	FiLogix Inc.
iBroker Referral / Power Agent (new name)	FiLogix iBroker licensees allow authorized persons to use an internet browser to connect to a secure web site and provide limited mortgage referral information to the FiLogix iBroker licensees.	FiLogix Inc.
Home Closing	When Home Closing services are requested by brokers. we initiate the request through a FiLogix internet web site accessed by a fulfillment partner.	FiLogix Inc.
Home Warranty	FiLogix developed software to allow brokers to order Home Warranty coverage on behalf of consumer. Insurer is no longer offering this product. Inactive.	FiLogix Inc.
5. Celerity DMS Support Applications		

Product	Description/Additional information	Owner
AD-DMS (Agent Distributive Database Management System)	Shrink wrap (thick client) software to auto-download listing information from Celerity DMS for use off line with functionality such as appointment/listing management, reports, feature sheets, etc.	FiLogix (Real Estate Information Systems Technology) Inc.
Real Forms	Shrink wrap software to generate standard forms for Ontario Real Estate Boards eg. Agreement of Purchase and Sale and related waivers and amendments.	FiLogix (Real Estate Technology) Inc.
6. Proprietary Technology		
Mortgage Origination Software For Multiple Platforms (PC, Mac, Web Based)		FiLogix Inc.
Mortgage Underwriting Software		FiLogix Inc.
Appraisal Software		FiLogix Inc.
Multiple Listing Software		FiLogix Inc.
Creditor Life Origination Software		FiLogix Inc.
Real Estate Agent Forms Software	See Real Forms above	FiLogix (Real Estate Technology) Inc.
7. Miscellaneous		
Real/Easy	Formerly used in conjunction with BOS and FOS. Currently not used	FiLogix (Real Estate Technology) Inc.
Real/Easy Management Software Solutions	Formerly used in conjunction with BOS and FOS. Currently not used	FiLogix (Real Estate Technology) Inc.

(ii)   Basis100 Inc.

Product	Description/Additional Information	Owner
1. Software		
ConsumerBASE		Basis100 Inc. (ownership will be changed to 1568105 Ontario Inc. after the close

Product	Description/Additional information	Owner
		of the purchase transaction)
HomeBASE		Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
MortgageBASE		Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
LenderBASE		Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
MortgageBASE PLUS		Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
BasisConnects		Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
BasisXpress	Subject to Joint Ownership Agreement between Basis100 Inc. and FiLogix Inc. to be executed at closing.	Numberco/Basis100 Inc.
Frost Software	Subject to Frost Joint Ownership Agreement between Basis100 Inc. and Numberco to be executed at closing.	Numberco/Basis100 Inc.
MobileBASE		Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*
MSTAT		Basis100 Inc. *(ownership will be changed to 1568105 Ontario Inc. after the close of the purchase transaction)*

(f)   Licences

    (i)   Filogix Group

    (a) Oracle Licenses

Location	System			Owner	
Production	Celerity E450	4 CPU	licensed	Filogix	8 named user licenses
Production	TDWAPP E450	2 CPU	licensed	Filogix	
Production	PCFWAPP/CIBCWAPP	2CPU	licensed	FiLogix	
Production	Filogix Internal (ODO)	2CPU	Licensed	Filogix	
Production	Filogix Internal (Appraisal,NOS…)	2CPU	not licensed	Filogix	This one will be in production by end of next week. We will have license valued at $110K by end of June.

    (ii)   Basis100 Inc. to be transferred to 158105 Ontario Inc. on the closing of the purchase transaction

IP 381X	Licenses Agreement
A. Supplier Contracts	
Telus Advanced Services Inc.	Internet Mortgage Services Agreement for Portals dated March 30, 2001 between Basis100 Inc. and Telus Advanced Services Inc.
GE AUS	License Agreement dated March 22, 2000 between Basis100 Inc. and General Electric Mortgage Insurance Corporation
I-Formation for Financial Services Software (Cebra)	Amended and Restated License Agreement dated November 30, 2001 between the Bank of Montreal and Basis100 Inc.
B. Other Agreements	
InContact Software Development Inc.	Software Distribution Agreement dated November 19, 2001 between InContact Software Development Inc. and Basis100 Inc.

B. **UNDERLINE STATES**

(a) Trademarks:

Trademark	Status	Current Owner
CELERITY	Regn. No.: 2,369,647 Regn. Date: 2000-07-25	Celerity Enterprises Ltd. *(letter sent to U.S. TM office on May 22, 2003 to change the name of the owner to FiLogix (Real Estate Information Systems Technology) Inc.)*

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INTELLECTUAL PROPERTY AGREEMENT

Made as of June 19, 2003

Between

FILOGIX (REAL ESTATE INFORMATION SYSTEMS TECHNOLOGY) INC.,
as the Borrower

-and-

NORVEST MEZZANINE GENERAL PARTNER (NO. 1) CORP., AS GENERAL PARTNER FOR NORVEST MEZZANINE FUND LIMITED PARTNERSHIP,
as the Lender

MCMILLAN BINCH LLP

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