

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
JewelPops Inc.		10/31/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Imperial World, Inc.		
Street Address:	1010 Executive Court, Suite 300		
City:	Westmont		
State/Country:	ILLINOIS		
Postal Code:	60559		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2753118	CHAMELEON COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	(802)425-9061		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	802-425-9060		
Email:	usptomail@webtm.com		
Correspondent Name:	Gordon E. R. Troy, Esq.		
Address Line 1:	P.O. Box 368		
Address Line 4:	Charlotte, VERMONT 05445		
ATTORNEY DOCKET NUMBER:	4009-019		
NAME OF SUBMITTER:	Gordon E. R. Troy, Esq.		
Signature:	/Gordon E. R. Troy/		
Date:	11/09/2006		

OP \$40.00 2753118

Total Attachments: 2
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SECURITY INTEREST

(4009-019)

Agreement made October 31, 2006 between Imperial World, Inc., a Corporation existing under the laws of Illinois having its principal offices at 1010 Executive Court, Suite 300, Westmont, Illinois 60559 ("Secured Party"), and JewelPops Inc a Corporation existing under the laws of Canada having its principal offices at 27 Diana Grace Ave, Dartmouth NS, Canada B2W 6A2 ("Debtor").

In consideration of the mutual covenants and promises set forth herein, debtor and secured party agree:

SECTION ONE: CREATION OF SECURITY INTEREST

Debtor hereby grants to secured party a security interest in the collateral, described in Section Two, to secure the performance and payment of Debtor's obligations arising from the purchase of United States Trademark Registration No. 2753118 for CHAMELEON COLLECTION pursuant to a certain agreement executed simultaneously herewith.

SECTION TWO: DESCRIPTION OF COLLATERAL

The collateral subject to this security agreement, herein referred to as collateral, is United States Trademark Registration No. 2753118 for CHAMELEON COLLECTION.

SECTION THREE: OBLIGATIONS OF DEBTOR, GENERALLY

Payment. Debtor shall pay to secured party the sums evidenced by the agreement to sell United States Trademark Registration No. 2753118 for CHAMELEON COLLECTION.

SECTION FOUR: TAXES AND ASSESSMENTS

Debtor shall pay promptly when due all taxes and assessments levied on collateral or on its use and operation.

SECTION FIVE: PROTECTION OF COLLATERAL

Debtor shall keep collateral in good order; debtor shall not waste or destroy collateral or any part thereof; and debtor shall not use collateral in violation of any statute or ordinance.

SECTION SIX: TIME OF PERFORMANCE

When performing any act under this security agreement time shall be of the essence.

SECTION SEVEN: WAIVER

Failure of secured party to exercise any right or remedy, including but not limited to the acceptance of partial or delinquent payments, shall not be a waiver of any obligation of debtor or right of secured party or constitute a waiver of any other similar default subsequently occurring.

SECTION EIGHT: DEFAULT

If debtor fails to pay when due any amount payable by the agreement to sell United States Trademark Registration No. 2753118 for CHAMELEON COLLECTION, or shall fail to observe or perform any of the provisions of this agreement, debtor shall be in default.

SECTION NINE: REMEDIES

On any default, and at any time thereafter:

(a) Secured party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by statute as well as any and all other rights and remedies possessed by secured party.

(b) Secured party shall have the right to record a contingent assignment in its favor of by the United States Trademark Registration No. 2753118 for CHAMELEON COLLECTION.

SECTION TEN: GOVERNING LAW

This security agreement shall be construed according to the applicable laws of the State of Illinois, USA, and all obligations of the parties created hereunder are to be performed in the State of Illinois.

In witness whereof, the parties have executed this agreement as of the 31 day of October, 2007.

Debtor:
JewelPops Inc

By: [Signature]
Its Duly Authorized Agent

Secured Party:
Imperial World, Inc.

By: [Signature]
Its Duly Authorized Agent