



To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

9.14.07

1. Name of conveying party(ies):

WellPoint Systems (1) Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: August 10, 2007

2. Name and address of receiving party(ies):

Name: Crown Advisory Services, Inc.

Internal Address: _____

Street Address: 1900-1874 Scarth Street

City: Regina, Saskatchewan, Canada S4P 4B3

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-Saskatchewan-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) and address(es) attached? Yes No

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

A. Trademark Application No.(s)

78/749,923 78/788,600

09/14/2007 DBYRNE 00000097 082442 78749923

01 FC:8521 40.00 DA
02 FC:8522 25.00 DA

Additional Numbers attached? Yes No

B. Trademark Registration No.(s)

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

Name: David L. Principe

Hodgson Russ LLP

Internal Address: The Guaranty Building

Street Address: 140 Pearl Street, Suite 100

City: Buffalo State: NY ZIP: 14202-4040

6. Total number of applications and registrations involved: 1 2 1

7. Total fee (37 CFR 3.41)..... \$80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2442

(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.

David L. Principe
Name of Person Signing

Signature

September 11, 2007
Date

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

7

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

OFFICE OF RECORDS
SEP 14 PM 10:12
FEDERAL TRADEMARK OFFICE SECTION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of August 10, 2007, between WellPoint Systems (1), Inc., a Delaware company ("Debtor"), having its chief executive office at Suite 2000, Altius Centre, 500 - 4th Avenue SW, Calgary, Alberta T2P 2V6, and Crown Advisory Services Inc., as agent for its benefit and the benefit of the "Lenders" as hereinafter defined (acting in such capacity, the "Agent"), having an office at 1900-1874 Scarth Street, Regina, Saskatchewan, Canada S4P 4B3.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among WellPoint Systems Inc., an Alberta corporation, as borrower (the "Borrower"), WellPoint Systems (1), Inc., a Delaware corporation, WPS Systems, Inc., a Delaware corporation, and WellPoint Systems, Inc., a Delaware corporation, as guarantors, Crown Advisory Services Inc., and the other lenders from time to time party thereto, as lenders (individually, a "Lender" and collectively, the "Lenders"), and Crown Advisory Services Inc., as agent for the Lenders, each Lender is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Debtor shall have executed and delivered to the Agent, for its benefit and the benefit of the Lenders, that certain Security Agreement dated as of August 10, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Debtor is required to execute and deliver to the Agent, for its benefit and the benefit of the Lenders, this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Debtor hereby grants to the Agent, for its benefit and the benefit of the Lenders, a continuing security interest in all of the Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all renewals, reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including, any claim by the Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Debtor to the Agent or any Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Debtor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for its benefit and the benefit of the Lenders, pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Agent, for its benefit and the benefit of the Lenders, with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting the Debtor's obligations under this Section 5, the Debtor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, for its benefit and the benefit of the Lenders, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Agreement clearly requires otherwise, the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of

or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Trademark Security Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Trademark Security Agreement to "determination" by the Agent or any Lender include estimates honestly made by the Agent or such Lender (in the case of quantitative determinations) and beliefs honestly held by the Agent or such Lender (in the case of qualitative determinations). Any reference herein or in any Other Agreement to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any requirement of a writing contained herein or in any Other Agreement shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

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

DEBTOR:

WellPoint Systems (1), Inc.,

a Delaware company

By: 

Name:

Title:

AGENT:

Crown Advisory Services Inc., as Agent

Per: *Anderson*
Name: Christopher J. Anderson
Title: Director

Per: *Johnson*
Name: Christopher A. Johnson
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trade-Mark	Serial Number	Filing Date
Bolo Systems	78749923	11/08/05
GWiz Systems	78788600	01/10/06

Trade Names

Common Law Trademarks

Trademark Licenses

TRADEMARK SECURITY AGREEMENT

000160/09959 GBDOCS 836906v1

RECORDED: 09/14/2007

TRADEMARK
REEL: 003624 FRAME: 0205