

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Appointment
CONVEYING PARTY DATA	
Name	Execution Date
Handshake VR Inc.	11/13/2007
RECEIVING PARTY DATA	
Name:	RSM Richter Inc.
Street Address:	200 King Street W., P.O. Box 48
Internal Address:	Suite 1100
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5H 3T4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11336809
CORRESPONDENCE DATA	
Fax Number:	(519)571-5009
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	519-575-7509
Email:	val.cottrill@gowlings.com
Correspondent Name:	Valentine A. Cottrill
Address Line 1:	50 Queen Street North, P.O. Box 2248
Address Line 2:	Suite 1020
Address Line 4:	Kitchener, ONTARIO N2H 6M2
ATTORNEY DOCKET NUMBER:	K8000395US1
NAME OF SUBMITTER:	Valentine A. Cottrill

Total Attachments: 5  
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## APPOINTMENT

TO: RSM Richter Inc.

RE: Handshake VR Inc.

The undersigned, as holders of general security agreements (the "Security") given by Handshake VR Inc. on September 19, 2005 and December 15, 2005 in respect of which financing statements were registered under the *Personal Property Security Act* (Ontario), hereby (i) confirm that "Events of Defaults" have occurred under the Security; (ii) that the notice required by section 244 of the *Bankruptcy and Insolvency Act* (Canada) and the time period required has expired or been waived by Handshake VR Inc.; (iii) confirms that Handshake VR Inc. is indebted to the undersigned in the aggregate amount of \$1,515,000 (the "Amount"); and (iv) appoint RSM Richter Inc. (the "Agent") as their Agent with respect to the assets, property and undertaking of Handshake VR Inc. pursuant to the terms of the Security, with the following powers:

1. to take possession of all or part of the assets, property and undertaking of Handshake VR Inc. ; and
2. to collect, sell or otherwise dispose of the assets, property and undertaking of Handshake VR Inc. pursuant to the power of sale provisions contained in the Security and the laws of the Province of Ontario.

In consideration of your agreeing to act as Agent, the undersigned agree, jointly and severally:

1. to pay your reasonable remuneration and expenses (including reasonable legal fees and expenses); and
2. to indemnify and save you, your employees, officers, directors and agents harmless against all liabilities, costs, taxes, accounts, actions, claims demands and damages

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APPOINTMENT - PAGE 2

(including reasonable legal and professional fees) of any nature whatsoever whether at law or in equity arising out of your acting as Agent for the undersigned excepting, however, any liabilities, costs, taxes, accounts, actions, claims, demands and damages of any nature whatsoever, which result from any gross negligence, wilful misconduct, or unlawful acts of you, your employees, officers, directors or agents.

All monies or other proceeds from the assets covered by the Security received by you, after providing for all fees and expenses of or incidental to the exercise of any of your powers, and after payment of all amounts owing to Royal Bank of Canada and other priority claims, shall be applied in and towards the satisfaction of any and all obligations, debts and liabilities of Handshake VR Inc. to the undersigned up to the Amount outstanding, plus interest due.

This letter may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same letter.

DATED at Toronto this day of , 2007.

**TRELLIS CAPITAL CORPORATION**

PER:

**WATERLOO VENTURES INC.**


PER:

**WATERLOO TECH CAPITAL L.P.**

PER:

**BDC CAPITAL INC.**

PER:

  
JAMES ORGILL  
MANAGING DIRECTOR

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APPOINTMENT - PAGE 2

(including reasonable legal and professional fees) of any nature whatsoever whether at law or in equity arising out of your acting as Agent for the undersigned excepting, however, any liabilities, costs, taxes, accounts, actions, claims, demands and damages of any nature whatsoever, which result from any gross negligence, wilful misconduct, or unlawful acts of you, your employees, officers, directors or agents.

All monies or other proceeds from the assets covered by the Security received by you, after providing for all fees and expenses of or incidental to the exercise of any of your powers, and after payment of all amounts owing to Royal Bank of Canada and other priority claims, shall be applied in and towards the satisfaction of any and all obligations, debts and liabilities of Handshake VR Inc. to the undersigned up to the Amount outstanding, plus interest due.

This letter may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same letter.

DATED at Toronto this day of , 2007.

TRELLIS CAPITAL CORPORATION

PER:

WATERLOO VENTURES INC.

PER:

*[Handwritten signature]*  
Tim Jackson ASU

WATERLOO TECH CAPITAL L.P.

PER:

*[Handwritten signature]*  
Tim Jackson ASU

BDC CAPITAL INC.

PER:

APPOINTMENT - PAGE 2

(including reasonable legal and professional fees) of any nature whatsoever whether at law or in equity arising out of your acting as Agent for the undersigned excepting, however, any liabilities, costs, taxes, accounts, actions, claims, demands and damages of any nature whatsoever, which result from any gross negligence, wilful misconduct, or unlawful acts of you, your employees, officers, directors or agents.

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This letter may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same letter.

DATED at Toronto this <sup>7<sup>th</sup></sup> day of Oct, 2007.

**TRELLIS CAPITAL CORPORATION**

PER: 

**WATERLOO VENTURES INC.**

PER:

**WATERLOO TECH CAPITAL L.P.**

PER:

**BDC CAPITAL INC.**

PER:

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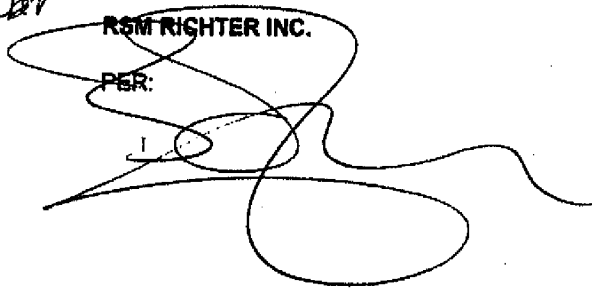
RSM RICHTER Inc. hereby consents to act as Agent for the above secured creditors in accordance with the terms and conditions set out above.

DATED at Toronto this <sup>21<sup>st</sup></sup> day of July, 2007.

*ncrichter*

RSM RICHTER INC.

PER:

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

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RECORDED: 12/02/2008

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