

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Chippery, Inc.	06/11/2009

RECEIVING PARTY DATA

Name:	617567 N.B. Inc.
Street Address:	Paseo de Tamarindo
Internal Address:	#400 - 107B
City:	Mexico D.F.
State/Country:	MEXICO
Postal Code:	05120

Name:	IXE Banco, S.A., IXE Grupo Financiero Trust Dept., As Trustee under the Trust No. F/510
Street Address:	Paseo de Tamarindo
Internal Address:	#400 - 107B
City:	Mexico D.F.
State/Country:	MEXICO
Postal Code:	05120

Name:	Roxborough Holdings Limited
Street Address:	45 St. Clair Avenue West
Internal Address:	Suite 1100
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M4V 1K9

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6602533

CH \$80.00 6602533

Application Number:

12074136

CORRESPONDENCE DATA

Fax Number: (646)710-5433

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 408-5433

Email: DHopkins@chadbourn.com

Correspondent Name: Dennis Hopkins

Address Line 1: Chadbourne & Parke LLP

Address Line 2: 30 Rockefeller Plaza

Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:

20061.002 ROXBOROUGH

NAME OF SUBMITTER:

Dennis Hopkins

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made and entered into as of June 11, 2009 (the "Effective Date") among CHIPPERY, INC., a corporation existing under the laws of the State of Delaware (including its successors and assigns, "Grantor"), 617567 N.B. INC., a corporation existing under the laws of the Province of New Brunswick ("617567"), IXE BANCO, S.A., IXE GRUPO FINANCIERO TRUST DEPT., AS TRUSTEE UNDER THE TRUST NO. F/510, a corporation existing under the laws of Mexico ("IXE"), and ROXBOROUGH HOLDINGS LIMITED, a corporation existing under the laws of the Province of Ontario ("Roxborough" and, together with 617567 and IXE (including all of their respective successors and assigns), "Grantees" and each individually, "Grantee").

WITNESSETH:

WHEREAS, Grantor and 617567 are parties to the General Security Agreement, dated as of June 11, 2009 (as amended, supplemented and otherwise modified from time to time, the "617567 General Security Agreement");

WHEREAS, Grantor and IXE are parties to the General Security Agreement, dated as of June 11, 2009 (as amended, supplemented and otherwise modified from time to time, the "IXE General Security Agreement");

WHEREAS, Grantor and Roxborough are parties to the General Security Agreement, dated as of June 11, 2009 (as amended, supplemented and otherwise modified from time to time, the "Roxborough General Security Agreement" and, together with the 617567 General Security Agreement and the IXE General Security Agreement, the "General Security Agreements").

WHEREAS, pursuant to each of the General Security Agreements, Grantor is required to execute and deliver to each Grantee this Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants to each Grantee a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of the patents and patent applications, including those set forth on Schedule A hereto;

(b) all issued patents, reissues, reexaminations, renewals, and extensions of the foregoing and any continuations, continuations-in-part or divisionals of the foregoing;

(c) all rights to sue for past, present and future infringement of any such patent right, including the right to receive income, royalties and damages therefrom; and

(d) to the extent not otherwise included, all products and proceeds of the foregoing.

3. **SECURITY FOR OBLIGATIONS.** This Patent Security Agreement and the first priority security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to each or any Grantee whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Grantees pursuant to the General Security Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Grantees with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the General Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantor shall give each Grantee prompt notice in writing of any additional patents or applications therefor after the date hereof that are included in the Patent Collateral. Grantor hereby authorizes any Grantee unilaterally to modify this Patent Security Agreement by amending Schedule A to include any such future patents or applications therefor of Grantor and acting reasonably, to make all filings, registrations and recordings necessary or appropriate to create, preserve, protect and perfect the first security interest granted by Grantor to each Grantee in the Patent Collateral. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from any of the Grantees' continuing security interest in all Patent Collateral, whether or not listed on Schedule A.

6. **GOVERNING LAW.** This Patent Security Assignment shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York exclusively, without giving effect to the principles of conflicts of law thereof (other than Section 5-1401 of the General Obligations Law of the State of New York). The parties hereto consent to jurisdiction in any state or federal court located geographically within the Southern District of New York.

7. **COUNTERPARTS; EFFECTIVENESS.** This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In proving this Patent Security 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. This Patent Security Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

8. **CONSTRUCTION.** When a reference is made in this Patent Security Agreement to Sections, Subsections, Annexes or Schedules, such reference shall be to a Section, Subsection, Annex or Schedule to this Patent Security Agreement unless otherwise indicated. The terms "Patent Security Agreement," "herein," "hereto," "hereof" and words of similar import shall, unless the context otherwise requires, mean this Patent Security Agreement, as amended, supplemented or otherwise modified from time to time. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." No party hereto shall be or be deemed to be the drafter of this Patent Security Agreement for the purposes of construing this Patent Security Agreement against any other party. The headings and captions in this Patent Security Agreement are for convenience

and reference purposes only and shall not be considered a part of or affect the construction or interpretation of any provision of this Patent Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by their respective authorized officers as of the date first above written.

GRANTOR: CHIPPERY, INC.

By: [Signature]
Name: ROBERT S. CARSCADDEN
Title: PRESIDENT

ACKNOWLEDGEMENT

SWORN BEFORE ME at Toronto)
in the Province of Ontario)
Canada)
this 11th day of June, 2009)
_____)

W A K E D. B A R T O N

I, _____, a Notary Public, in and for the Province of Ontario, duly appointed, residing at the City of Toronto, in said Province, do Certify that Rob. Carscadden of the City of Toronto in the Province of Ontario personally appeared before me at Toronto and is personally known to me or proved to me on the basis of satisfactory evidence to be an officer of Chippery, Inc. (the "Company"); who, being duly sworn, did depose and say that he/she is <Title> President of the Company and that he/she executed and delivered the within instrument pursuant to authority given to the <Title> President of the Company and that he/she acknowledged said instrument to be the free act and deed of the Company.

[Signature]
Notary Public W A K E D. B A R T O N

IN WITNESS WHEREOF, each Grantee has caused this Patent Security Agreement to be duly executed by their respective authorized officers as of the date first above written.

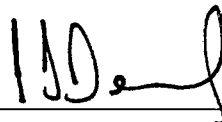
GRANTEE:

617567 N.B. INC.

By: _____

Name: _____

Title: _____

A handwritten signature in black ink, appearing to be "J.D. [unclear]", written over a horizontal line.

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

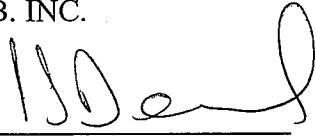
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PATENT
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GRANTEE:

617567 N.B. INC.

By:




Name: ~~Henry Davis-Carstens~~

Title: President

ACKNOWLEDGEMENT

SWORN BEFORE ME at Toronto)
in the Province of Ontario)
Canada)
this 26th day June, 2009)

I, David Chapman, a Notary Public, in and for the Province of Ontario, duly appointed, residing in the City of Toronto, in said Province, do Certify that Henry Davis-Carstens of the City of Mexico, in the Country of Mexico, personally appeared before me at Toronto and is personally known to me or proved to me on the basis of satisfactory evidence to be an officer of 617567 N.B. Inc. (the "Company"); who being duly sworn, did depose and say that he is the President of the Company and that he executed and delivered the within instrument pursuant to authority given to the President of the Company and that he acknowledged said instrument to be the free act and deed of the Company.


David Chapman - Notary Public

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

GRANTEE:

**IXE BANCO, S.A. IXE GRUPO FINANCIERO TRUST
DEPT., AS TRUSTEE UNDER THE TRUST NO. F/510**

By: 

Name: Juan Gallardo

Title: Authorized Signatory

GRANTEE:

ROXBOROUGH HOLDINGS LIMITED

By: David Williams
Name: DAVID WILLIAMS
Title: PRESIDENT

ACKNOWLEDGEMENT

SWORN BEFORE ME at Toronto)
in the Province of Ontario)
Canada)
this 16th day of June, 2009)
_____)

WAYNE D. BARTON

I, Wayne D. Barton, a Notary Public, in and for the Province of Ontario, duly appointed, residing at the City of Toronto, in said Province, do Certify that David Williams of the City of Toronto in the Province of Ontario personally appeared before me at Toronto and is personally known to me or proved to me on the basis of satisfactory evidence to be an officer of Roxborough Holdings Limited. (the "Company"); who, being duly sworn, did depose and say that he/she is <Title> President of the Company and that he/she executed and delivered the within instrument pursuant to authority given to the <Title> President of the Company and that he/she acknowledged said instrument to be the free act and deed of the Company.

Wayne D. Barton
Notary Public
WAYNE D. BARTON

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

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SCHEDULE A
Patents and Patent Applications

U.S. Patents

Country	Application No. / Serial No.	Patent No.
United States	09/554,345	6602533
United States	12/074136	Not yet issued

Foreign Patents

Country	Application No. / Serial No.	Patent No.
Canada	2,309,594	Not yet issued
Europe	98954087.7	1051080
Europe	03028557.1	Not yet issued