

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Debenture Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Allen-Vanguard Technologies Inc.	12/18/2009
Vanguard Response Systems (UK) Limited	12/18/2009
PW Allen Holdings Limited	12/18/2009
Allen-Vanguard Ltd.	12/18/2009
Hazard Management Solutions Limited	12/18/2009
RECEIVING PARTY DATA	
Name:	Contego AV Luxembourg S.a.r.l.
Street Address:	46A Avenue John F. Kennedy
City:	L-1855 Luxembourg
State/Country:	LUXEMBOURG
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12093211
Patent Number:	D549422
CORRESPONDENCE DATA	
Fax Number:	(215)655-2286
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jacob.bishop@dechert.com
Correspondent Name:	Jacob Bishop
Address Line 1:	Dechert LLP
Address Line 2:	Cira Centre, 2929 Arch Street
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808
ATTORNEY DOCKET NUMBER:	103916
NAME OF SUBMITTER:	Jacob Bishop

CH \$80.00 12093211

Total Attachments: 12

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Debenture

Dated 18 December 2009

Between

- (1) **Allen-Vanguard Technologies Inc.** a corporation incorporated under the laws of the Province of Ontario, Canada having its registered office at 2400 St. Laurent Blvd. Ottawa, Ontario K1G 6C4, Canada (the **Parent**);
- (2) The companies listed in Schedule 1 (*Original Chargors*) (the **Original Chargors**); and
- (3) **Contego AV Luxembourg S.à r.l.** whose registered office is at 46A Avenue John F. Kennedy, L-1855 Luxembourg as administrative agent for the Secured Parties (the **Administrative Agent**).

Recitals

- A The Secured Parties have agreed to make credit facilities available on the terms of the Second Lien Credit Agreement.
- B The Parent and the Chargors have agreed to provide Security to the Administrative Agent (as administrative agent for the Secured Parties on the terms of the Second Lien Credit Agreement) to secure the payment and discharge of the Secured Liabilities.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Second Lien Credit Agreement shall have the same meanings in this Debenture unless they are expressly defined in it and, in addition, in this Debenture:

Act means the Law of Property Act 1925.

Account means a Current Account or a Letter of Credit Collateral Account.

Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisisation or registration.

Book Debts means, in relation to a Chargor, all its book and other debts of any nature, and all other rights to receive money (excluding the Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

Chargor means each Original Chargor and each company which grants Security over its assets in favour of the Administrative Agent by executing a Security Accession Deed in accordance with Clause 21 (*Additional Chargors*).

Current Account means each account of the Chargors set out in Part 1 of Schedule 5 (*Accounts*) and all other current, deposit or other accounts with any bank or financial institution in which a Chargor now or in the future has an interest, other than a Letter of Credit Collateral Account.

supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (n) any **statute or statutory provision** includes any statute or statutory provision which amends, extends, consolidates or replaces it, or which has been amended, extended, consolidated or replaced by it, and any orders, regulations, instruments or other subordinate legislation made under it; and
- (o) a time of day is a reference to London time.

1.2.2 The liabilities of the Parent and the Chargors under this Debenture are joint and several.

1.2.3 Section, clauses and schedule headings are for ease of reference only.

1.3 Third party rights

1.3.1 Each Secured Party, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Debenture.

1.3.2 Notwithstanding any term of the **Second Lien Credit Agreement**, the parties to this Debenture and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person who is not a party to this Debenture.

1.4 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Administrative Agent.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Second Lien Credit Agreement and of any side letters between any parties in relation to the Second Lien Credit Agreement are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Declaration of trust

The Administrative Agent declares that it shall hold the Security Assets on trust for the Secured Parties on the terms contained in this Debenture.

2 Covenant to pay

The Parent and the Chargors covenant with the Administrative Agent and the other Secured Parties that they will on demand pay and discharge the Secured Liabilities when due.

3 Creation of Security

3.1 Land

Each Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (*Land charged by way of legal mortgage*); and

3.7 Intellectual Property Rights

Each Intellectual Property Chargor charges by way of fixed charge:

- (a) all of its present and future Intellectual Property Rights; and
- (b) all fees, royalties and other rights of every kind deriving from its Intellectual Property Rights.

3.8 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.9 Uncalled capital

Each Chargor charges by way of fixed charge its uncalled capital.

3.10 Authorisations

Each Chargor charges by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

3.11 Accounts held with third parties

Each Chargor assigns absolutely all its present and future right, title and interest in and to each Current Account held with a party, other than a Secured Party.

3.12 Insurances

3.12.1 Each Chargor assigns absolutely all its rights and interests in the Insurances.

3.12.2 Until a Default occurs, but subject to Clause 7.6 (*Insurances*), the Chargors may continue to deal with the counterparties to the Insurances.

3.13 Contractual rights

Each Chargor charges by way of fixed charge all its rights under any agreement to which it is a party.

3.14 Other assets

3.14.1 Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3.

3.14.2 The Parent charges by way of floating charge all Shares which are not effectively mortgaged or charged by way of fixed charged under this Clause 3.

3.14.3 The floating charge created by each Chargor pursuant to this Clause 3.14 is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986 and paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture and the Administrative Agent may appoint an administrator of any Chargor pursuant to that paragraph.

3.15 Trust

3.15.1 Subject to Clause 3.15.2, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the relevant Chargor or Parent, as the case may be, holds it on trust for the Administrative Agent.

Schedule 1 – Original Chargors

Name of Chargor	Registered number (or equivalent, if any)	Notice details
Vanguard Response Systems (UK) Limited	05195456	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace
P W Allen Holdings Limited	03782071	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace
Allen-Vanguard Ltd	01230899	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace
Hazard Management Solutions Limited	03906725	Address: Morgan Cole Apex Plaza Forbury Road Reading RG1 1AX Facsimile: 0118 939 3210 Attention: Michael Stace

Schedule 7 – Intellectual Property Rights

Part 1 – Trade Marks

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Allen-Vanguard Ltd	United Kingdom	ALLEN	2236075	14.06.2000	11.04.2003	
Allen-Vanguard Ltd	United Kingdom	BombTec	2313341	16.10.2002	29.08.2003	
Allen-Vanguard Ltd	Europe	CY-SCOPE	2988962 (Archived)	23.12.2002	Application withdrawn	
Allen-Vanguard Ltd	United Kingdom	CY-SCOPE	2305263	13.07.2002	23.05.2003	
Allen-Vanguard Ltd	United Kingdom	HAL	2236049	14.06.2000	29.06.2001	
Allen-Vanguard Ltd	Europe	MICROVIPER	2235299	28.05.2001	18.07.2002	
Allen-Vanguard Ltd	United Kingdom	MICROVIPER	2271080	25.05.2001	29.08.2003	
Allen-Vanguard Ltd	United Kingdom	MOTORSCOPE	1568376	13.04.1994	09.06.1995	
Allen-Vanguard Ltd	Europe	OMNISEAL	3212222	04.06.2003	07.12.2004	
Allen-Vanguard Ltd	Europe	SEARCHTEC	3212271	04.06.2003	Mark Refused	
Allen-Vanguard Ltd	Europe	SKM	1704329	03.06.2000	10.12.2001	
Allen-Vanguard Ltd	United Kingdom	SKM	2235988	14.06.2000	15.12.2000	
Allen-Vanguard Ltd	Europe	TARANIS	3812971	30.04.2004	16.09.2005	

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Allen-Vanguard Ltd	United Kingdom	TARANIS	2356443	20.02.2004	30.07.2004	
Allen-Vanguard Ltd	Europe	SWATBOT	5577978	21.12.2006	28.08.2008	
Allen-Vanguard Ltd	USA	SWATBOT	3671374	21.12.2006	25.08.2009	
Allen-Vanguard Ltd	USA	SKM	3030952	29.06.2000	20.12.2005	
Allen-Vanguard Ltd	USA	TARANIS	3198016	23.02.2004	16.01.2007	
Allen-Vanguard Ltd	USA	MICROVIPER	3395648	27.11.2001	11.03.2008	
Allen-Vanguard Ltd	USA	OMNISEAL	3351923	9.10.2003	11.12.2007	
Allen-Vanguard Ltd	USA	SEARCHTEC	Serial number 78/328193	14.11.2003 Extension of time granted to file statement of use		
Allen-Vanguard Ltd	USA	HAL	3294357	29.06.2000	18.09.2007	
Allen-Vanguard Ltd	USA	BombTec	3410207	1.11.2002	28.04.2008	
Allen-Vanguard Ltd	Australia	MICROVIPER	895397		19.11.2001	
Allen-Vanguard Ltd	Japan	MICROVIPER	4582990		5.07.2002	

Allen-Vanguard Ltd	Canada	BombTec	TMA628503	17.10.2002	15.12.2004
Allen-Vanguard Ltd	Canada	TARANIS	TMA 702473	20.02.2004	6.12.2007
Allen-Vanguard Ltd	Canada	HAL	TMA586620	7.07.2000	5.08.2003
Allen-Vanguard Ltd	Canada	SKM	TMA586328	7.07.2000	31.07.2003

Part 2 - Trade Mark Applications

None

Part 3 - Patents

Company	Country	Patent	Status
Allen-Vanguard Ltd	Canada	Device For Breaking Glass	Patent Application CA 2466123 Pending PCT Publication Date 22.05.2003 National Entry 5.05.2004 Filed 21 October 28.10.2002

Company	Country	Patent	Status
Allen-Vanguard Ltd	Patent Co-Operation Treaty	Remotely Operated Machine With Manipulator Arm	Publication Number: WO/2007/054703 International Application No.: PCT/GB2006/004188 Publication Date 18.05.2007 International Filing Date 10.11.2006

Part 4 – Industrial Designs

Company	Country	Industrial design	Status & application or registration number
Allen-Vanguard Ltd	Canada	Breaking Device, principally for use in breaking a vehicle window	Registration No. 99732 Registration Date 14.07.2003 Filing Date 14.06.2002
Allen-Vanguard Ltd	United Kingdom	Breaking device, principally for use in breaking a vehicle window	Registration No. 3000111 Registration Date 14.12.2001 Application Date 14.12.2001

Company	Country	Industrial design	Status & application or registration number
Allen-Vanguard Ltd	Germany	Breaking device, principally for use in breaking a vehicle window	Certificate of Registration Grant Date 15.01.2002 Registration No. 40204654 Registration Date 25.11.2002 Application Date 13.6.2002 Publication Date 10.2.2003
Allen-Vanguard Ltd	United Kingdom	Chassis with Mirror, for an under vehicle inspection device	Registration No. 3014989 Registration Date 31.10.2003 Application Date 31.10.2003 Certificate of Registration Grant Date 18.11.2003
Allen-Vanguard Ltd	USA	Chassis with Mirror, for an under vehicle inspection device	D549,422 Publication Date 21.08.2007 Filed 27.04.2004, as Application No. 29/204,369
Allen-Vanguard Ltd	Europe	Trolley Mirror Inspection Mirrors	Registered Community Design No. 000172846-0001 Application No. 000172846

Company	Country	Industrial design	Status & application or registration number
			Registration Date 28.04.2004 Filing Date 28.04.2004

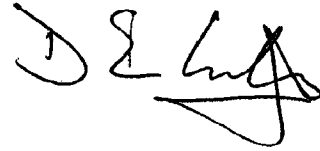
Part 5 - Domain Names

Registrant	Domain name	Created / Registered	Expires on / renew on
Allen-Vanguard Ltd	allen-vanguard.com	10.08.2004	10.08.2008
Allen-Vanguard Ltd	allen-vanguard.co.uk	10.08.2004	10.08.2010
Allen-Vanguard Ltd	microviperci.com	19.12.2002	19.12.2009

Signatories to Debenture

Executed as a deed by
Allen-Vanguard Technologies Inc.
and signed by

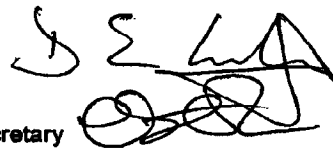
being a person who in accordance
with the laws of the province of
Ontario, Canada are acting under the
authority of the company



Executed as a deed by
**Vanguard Response Systems (UK)
Limited** acting by two Directors or
one Director and its Secretary

Director

Director/Secretary



Executed as a deed by
PW Allen Holdings Limited
acting by two Directors or
one Director and its Secretary

Director

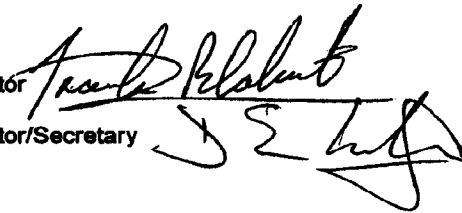
Director/Secretary



Executed as a deed by
Allen-Vanguard Ltd
acting by two Directors or
one Director and its Secretary

Director

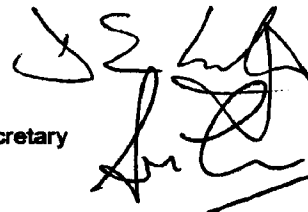
Director/Secretary



Executed as a deed by
**Hazard Management Solutions
Limited**
acting by two Directors or
one Director and its Secretary

Director

Director/Secretary



Executed as a deed by)
Contego AV Luxembourg S.à r.l. as)
Administrative Agent and signed by)
being a person(s) who in accordance)
with the laws of Luxembourg)
is (are) acting under)
the authority of the company)



Raymond C. French
Manager A