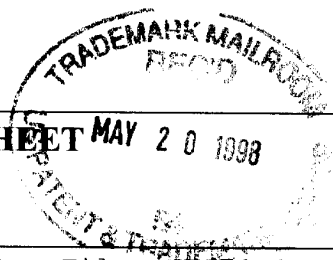


06-05-1998



100728762

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



86-06-5
MAD
5-20-98
OMM

Asst. Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202

RE: Our File: TS671.1

1. <u>Name (and address) of conveying party(ies)</u>	2. <u>Name and Address of receiving party(ies)</u>
Micro Tempus Inc. 440 Rene-Levesque Blvd. West Suite 300 Montreal, Quebec H2V 1V7, Canada	Royal Bank of Canada 1 Place Ville-Marie 8th Floor, East Wing Montréal, Québec H3C 3E9, Canada
() Individual(s)	() Individual(s) citizenship
() Association	() Association
() General Partnership	() General Partnership
() Limited Partnership	() Limited Partnership
(X) Corporation-Canada	(X) Corporation-Canada
() Other	() Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: () Yes (X) No

3. Nature of conveyance:
- | | |
|-------------------------|--------------------|
| () Assignment; | () Merger |
| (X) Security Agreement; | () Change of Name |
| () Other; | |

Execution Date: April 29, 1998

4. Application number(s) or registration number(s):
- | | |
|--|--------------------------|
| A. Trademark Application No.(s) | B. Trademark Reg. No.(s) |
| 73/829830 | 1,401,855 |
| 74/062768 | 1,352,502 |
| 74/063099 | |
| Additional numbers attached () Yes (X) No | |

06/04/1998 DCDATES 00000034 73829830

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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

Collen Law Associates, P.C.
member, McGlew and Tuttle
Scarborough Station - Box 306
Scarborough, New York 10510-0806

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$140.00

- (X) Enclosed
() Authorized to be charged to deposit account
() Already submitted

8. Deposit account number:
03-2465

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Jess M. Collen  May 20, 1998
Name of person signing Signature Date

Total number of pages comprising cover sheet, attachments and documents 10

JMC/KMG

Enclosures: - Assignment Document
 - Check for recording fee of \$140.00

NOTE: IF THERE IS ANY FEE DUE AT THIS TIME, PLEASE CHARGE IT TO OUR DEPOSIT ACCOUNT NO. 03-2465 AND ADVISE.

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS EXPRESS MAIL, REGISTRATION NO. EM525910142US IN AN ENVELOPE ADDRESSED TO: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202

McGLEW AND TUTTLE, BOX 306, SCARBOROUGH STATION,
SCARBOROUGH, NEW YORK 10510-0806

By: *Lustina M. Grasso* Date: May 20, 1998

TS6711.1

HYPOTHEC ON MOVABLES

Montreal, April 29, 1998

BY: **MICRO TEMPUS INC.** (the "Debtor")

IN FAVOUR OF: **ROYAL BANK OF CANADA** (the "Creditor")

1. DEFINITIONS

Unless it is otherwise apparent from or inconsistent with the context, certain words and expressions in this Agreement which employ first capitals and which are not otherwise defined in the text itself, have the meaning ascribed thereto in Schedule 1.

2. OBLIGATIONS SECURED

The Grantor hereby acknowledges by virtue of a financing offer made by the Creditor in favour of the Debtor dated December 16, 1997 and accepted by the Debtor on December 19, 1997, having obligated itself towards the Creditor, and having agreed to secure its present and future obligations towards the Creditor as provided in the said financing offer by way of the present hypothec. In this Agreement, the term "**Credit Agreement**" means the said financing offer as the same may be amended, extended, renewed or restated from time to time, and the word "**Obligations**" means all present and future debts and liabilities, in principal, interest or otherwise, of the Debtor to the Creditor under the Credit Agreement.

3. HYPOTHEC

As security for the full and final payment of the Obligations and of the expenses, if any, incurred by the Creditor to obtain payment of the Obligations or to conserve the Mortgaged Property, the Debtor hereby hypothecates to and in favour of the Creditor to the extent of the sum of **\$3,600,000** in lawful money of Canada, with interest thereon at the rate of **25%** per annum, all of its Intellectual Property, present and future.

4. DECLARATIONS OF THE DEBTOR

The Debtor hereby declares and represents that:

4.1 The Debtor alone holds the right of ownership in all of the Mortgaged Property, and the latter is free and clear of any Encumbrance except only for Permitted Encumbrances. The Debtor does not own any registered rights of Intellectual Property, except as set forth in Schedule A attached hereto and which forms an integral part herewith.

4.2 The Debtor has full legal capacity and authority to grant this security, and nothing herein constitutes a conflict, a violation or a default under any other contract or agreement evidencing or securing other obligations of the Debtor.

4.3 The Debtor is a corporation duly constituted and in good standing with respect to the filing of such returns and documents as are required to be filed from time to time under the laws of its constating jurisdiction, the security hereby created has been duly authorized by resolution or other internal action of the Debtor as may be needed to make it a legal, binding and enforceable obligation of the Debtor, and each person who has signed this Agreement on behalf of the Debtor has been duly authorized to do so.

4.4 The Debtor carries on its Enterprise in compliance with all applicable laws and regulations intended to protect the environment (including, without limitation, those respecting the disposal or emission of Hazardous Materials), and no enforcement actions in respect of any environmental matter are threatened or pending against it.

5. COVENANTS OF THE DEBTOR

The Debtor hereby undertakes and covenants to:

5.1 Advise the Creditor forthwith upon the occurrence of any change in the declarations and representations made by the Debtor in Section 4 above.

5.2 Provide at no cost to the Creditor any further information which the Creditor may reasonably request from time to time with respect to the Mortgaged Property or the financial condition of the Debtor, or for the purpose of determining if the Debtor is in compliance with its covenants towards the Creditor. Without in any way limiting the foregoing, the Debtor shall supply to the Creditor upon demand and free of charge, periodic updates of such information as otherwise agreed upon between them or, in the absence of such agreement, as the Creditor shall consider reasonable in the circumstances.

5.3 Maintain the Mortgaged Property entirely free and clear of Encumbrances other than Permitted Encumbrances.

5.4 Pay or reimburse to the Creditor on demand all reasonable appraisal and legal fees and all other amounts for which the Debtor is responsible but which the Creditor has had or has elected to pay in order to preserve the integrity of its security, including in particular all reasonable judicial and extra-judicial fees and expenses incurred by the Creditor for the recovery of its claim and the enforcement of its rights hereunder. All such amounts, when paid by the Creditor, shall be added to the Obligations hereby secured and shall bear interest at the annual rate of 15% until fully paid.

6. EVENTS OF DEFAULT

The hypothecary rights hereby constituted shall become enforceable upon the occurrence of any of the following events:

6.1 If the Debtor fails to pay all or any part of the Obligations when such payment becomes due or payable or if some other default occurs under the Credit Agreement;

6.2 If any of the declarations of the Debtor set forth in Section 4 hereof or otherwise made by the Debtor in connection with the Credit Agreement is incorrect or misleading in any material respect;

6.3 If the Creditor receives from any present or future guarantor of all or any of the Obligations a notice purporting to terminate or limit such guarantor's liability under its guarantee;

6.4 If any process of execution (including, without limitation, a prior notice of the exercise of a hypothecary right or a withdrawal of authorization to collect hypothecated claims) is enforced or levied by a third party upon the Mortgaged Property or any part thereof and remains unsatisfied for a period of 10 days, even though such proceedings may be contested in good faith by the Debtor; unless, in the latter case, the Creditor is satisfied that such contested proceedings will not diminish or jeopardize the hypothecary rights of the Creditor and the Debtor provides security which the Creditor deems sufficient to pay the full amount of the claim, should it prove to be valid;

6.5 If the Debtor sells or otherwise disposes of, other than in the ordinary course of its Enterprise, its rights in the Mortgaged Property or any part thereof without the prior written consent of the Creditor;

6.6 If the Debtor ceases to carry on its Enterprise or any part thereof which the Creditor deems material;

6.7 If the Debtor becomes subject to the provisions of the Bankruptcy and Insolvency Act (Canada) or of any other bankruptcy, insolvency or winding-up legislation; or

6.8 If the Debtor defaults in the performance of any of its other obligations hereunder and fails to remedy such default to the reasonable satisfaction of the Creditor within 15 days following written notice of such default from the Creditor.

7. EXERCISE OF HYPOTHECARY RIGHTS

7.1 Upon the occurrence of an Event of Default, the Debtor immediately loses the benefit of the term inasmuch as it could claim any such benefit, and the Creditor may forthwith terminate any commitment that it had to make any advances or credit available to the Debtor. The Creditor may also demand from the Debtor the immediate payment of the Obligations or any part thereof and, failing receipt of such payment within the specified period, the Creditor may request from the Debtor the voluntary surrender of the Specifically Mortgaged Property and the Debtor hereby undertakes to do so. To that end, the Debtor covenants not to oppose the measures initiated by the Creditor for the purpose of taking possession of the assets surrendered by the Debtor, but to facilitate the same. The Debtor shall also execute any deed or document which may be necessary or useful to evidence such surrender or to give it full effect.

7.2 The Creditor shall not be bound to exercise the same hypothecary rights against all of the Mortgaged Property. Whatever hypothecary rights the Creditor elects to exercise, the following provisions shall apply:

(a) The Creditor shall have the right, at the expense of the Debtor and in order to conserve or realize upon the Mortgaged Property:

- (i) to continue or terminate the use of the Specifically Mortgaged Property;
- (ii) to use any information obtained by reason of the exercise of its rights;
- (iii) to perform any obligation or covenant of the Debtor; and
- (iv) to exercise any right with respect to the Mortgaged Property.

(b) The Creditor shall not be bound to make an inventory, to take out insurance or to furnish any security.

(c) The Creditor may acquire directly or indirectly any of the Mortgaged Property.

(d) The Creditor may from time to time in the course of the exercise of its rights, renounce, with or without consideration, any right of the Debtor.

- (e) The Creditor shall not be bound to make the Mortgaged Property productive or to conserve the same.
- (f) Should the Creditor at any time abandon the exercise of its rights, hypothecary or otherwise, against the Mortgaged Property, the Creditor may elect, at its option, to return to the Debtor without any representation or warranty, the Specifically Mortgaged Property which the Debtor had surrendered to the Creditor, or the remainder thereof if any, the whole without prejudice to its other rights and recourses.
- (g) The Creditor shall be deemed to have acted in the best interest of the Debtor and its successors if the Creditor has acted in accordance with its standard methods of assessing and managing financial risks in the ordinary course of its business.

7.3 Where the Creditor exercises a right of taking in payment and the Debtor, inasmuch as it has the right to do so, requires that the Creditor sell the Mortgaged Property upon which such recourse was exercised, the Debtor acknowledges that the Creditor shall not be bound to abandon the right of taking in payment unless the Creditor has obtained, before the end of the period allowed for surrender, (i) a satisfactory security guaranteeing that the sale will be made at a sufficiently high price to enable the Creditor's claim to be paid in full, (ii) the full reimbursement of all costs thus incurred by it, and (iii) an advance of the funds needed for the sale of the said properties.

7.4 If the Creditor itself sells the Specifically Mortgaged Property, it shall not be required to obtain any prior appraisal thereof.

7.5 The sale by the Creditor of the Specifically Mortgaged Property may be concluded by the Creditor without legal warranty or, at its option, without any warranty whatsoever.

8. REDUCTION AND CANCELLATION

The Creditor may unilaterally at its entire discretion consent to the reduction or cancellation of the security hereby constituted. However, the Creditor shall not be bound to consent to any such reduction or cancellation unless and until it has received the full and final payment of all amounts hereby secured and there is no outstanding commitment on the part of the Creditor to advance further sums or extend further credits to the Debtor. Any such reduction or cancellation shall be at the expense of the Debtor.

9. GENERAL PROVISIONS

9.1 This Agreement does not operate novation and the security hereby constituted shall be in addition to any other guarantee or security which the Creditor may have from time to time.

9.2 The Creditor may waive any covenant in its favour and any Event of Default. The Creditor may also grant extensions, take and give up security, accept arrangements and otherwise deal with the Debtor or with any other party as the Creditor may see fit, the whole without prejudice to the Obligations or to any other right of the Creditor hereunder or otherwise. No failure or delay on the part of the Creditor in exercising any right hereunder shall operate as a waiver thereof nor shall any waiver be effective unless the same be in writing.

9.3 The Debtor shall be "en demeure" by the mere lapse of time, or may be put "en demeure" by any other method provided by law.

9.4 This Agreement is a continuous security which will subsist notwithstanding any fluctuation of the amounts hereby secured. The Debtor shall be deemed to obligate itself again as provided in Article 2797 of the Civil Code with respect to any future obligation hereby secured.

9.5 The Creditor shall have the right, at the expense of the Debtor, to perform all acts and things and to execute all documents as may be necessary to ensure that this security remains effective and opposable to third parties, including the execution and filing of any forms required for the renewal hereof from time to time.

9.6 Any amount received by the Creditor in the exercise of its rights hereunder or under any law may, at its option, be retained by it as part of the Mortgaged Property, or may be applied by it towards the partial payment of the Obligations, even if not yet exigible, as the Creditor shall alone determine notwithstanding the rules governing the application of payments.

9.7 The Creditor is not bound by any degree of care beyond a reasonable diligence in the exercise of its rights or in the performance of its duties, and it shall not be liable for any loss or damage resulting therefrom except as a result of its own intentional or gross fault.

9.8 The Creditor may delegate to any other person the exercise of its rights or the performance of its duties hereunder and may provide such agents or mandataries with any information that the Creditor may possess with respect to the Debtor or the Mortgaged Property.

9.9 The property or sums of money received or held by the Creditor by reason of these presents may be invested by the Creditor in such manner as it shall deem appropriate without regard to rules governing the administration of the property of others.

9.10 Neither the execution of this Agreement nor the fact that the Creditor may have already granted any part of the credits the repayment of which are hereby secured, shall be deemed to oblige the Creditor either to keep such credits available or to grant further credits.

9.11 Every divisible obligation in favour of the Creditor arising out of this Agreement must be performed in its entirety, as if it were indivisible, by each heir or legal representative of any person who shall have been bound therefor.

9.12 The Debtor shall continue to be bound by all the obligations expressed herein notwithstanding any transfer of the Mortgaged Property or any part thereof.

9.13 Should the Creditor at any time consider that the location or the use of the Mortgaged Property requires the registration of this security, or the creation of similar security, under the laws of another jurisdiction, the Debtor shall forthwith at the request of the Creditor execute the documents and accomplish the formalities necessary for such purpose.

9.14 Except as may be otherwise apparent from the context, the word "Debtor" shall be interpreted as referring to the Debtor itself and to all subsequent owners of the Mortgaged Property as well as to any other person or persons having assumed the Debtor's liabilities to the Creditor.

9.15 Unless there is something in the context inconsistent therewith, words importing the singular shall include the plural and vice-versa, and words importing the neuter gender shall include the masculine and feminine genders and vice-versa.

9.16 This Agreement need not be signed for acceptance by the Creditor in order to be binding on the Debtor. Such acceptance by the Creditor shall be presumed and cannot be disputed by the Debtor.

9.17 The Debtor acknowledges that it has read this Agreement, that it has received adequate explanation of the nature and scope of its obligations hereunder and that it is satisfied therewith.

9.18 The parties confirm their express wish that this Agreement and all documents related thereto be drawn up in English.

Les parties confirment leur volonté expresse de voir le présent contrat et tous les documents s'y rattachant être rédigés en anglais.

SCHEDULE 1

CERTAIN DEFINITIONS

"Civil Code" or the abbreviation "C.c.Q" means the Civil Code of Quebec.

"Conventional Security" means a conventional hypothec, a resolatory right, a right of redemption, a reservation of ownership, a trust and any security device or other real right, whether or not capable of registration, granted by agreement for the purpose of securing the performance of an obligation.

"Encumbrance" means a legal cause of preference, a dismemberment of the right of ownership, a special mode of ownership, a restriction on the right to dispose and a Conventional Security.

"Enterprise" has the meaning ascribed thereto in Article 1525 of the Civil Code.

"Event of Default" means any of the events described in Section 6 hereof.

"Hazardous Material" means: (a) any 'pollutant' or 'contaminant' as defined in the *Environment Quality Act* (Quebec), and (b) any 'toxic substance' as defined in the *Canadian Environmental Protection Act*.

"Intellectual Property" means the Enterprise of the Debtor and all of its trade names, trade marks, copyrights, designs, processes, know how, goodwill, licences, franchises, permits, quotas, patents and other rights of intellectual and industrial property of any nature and description including, without limitation, all trade marks listed in Schedule A, and all pending applications pertaining thereto.

"Mortgaged Property" means the Intellectual Property present and future, intended to be charged by the hypothec created under Section 3 hereof (including the Specifically Mortgaged Property), all substitutions and replacements thereof, all increases, additions and accessions thereto, all rights attaching thereto and all proceeds in any form derived directly or indirectly from any dealing with any of the foregoing or the proceeds therefrom.

"Permitted Encumbrance" means any Encumbrance held by or for the benefit of the Creditor, or which the Creditor has specifically permitted in writing.

TRADEMARK

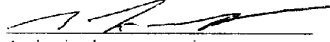
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"Specifically Mortgaged Property" means the Mortgaged Property which at any particular time and from time to time, is actually in existence.

Done and passed as of the date hereinabove first mentioned.

MICRO TEMPUS INC.

per:


Authorized representative

SCHEDULE A

INTELLECTUAL PROPERTY

Client Code	File/Subfile No.	Trade Mark	Applicant/Owner	Country	Appln. No.	Issue No.	Filing Date	Issue Date	Due Dates
IUS	030032/1038	12 FM	MICRO TEMPUS INC.	CA	858,324		Oct 07/97		Feb 01/98 FILING OF APPLICATION
IUS	030032/1036	MICRO TEMPUS (Canada)		CA	742,578	451,791	Dec 03/93	Dec 15/95	Dec 15/09 REGISTERED
IUS	030032/1025	MICRO TEMPUS (AFRIQUE DU SUD)		AF		83/7742 (9)	Oct 27/83	Oct 27/83	Oct 27/02 RENEWAL
IUS	030032/1026	MICRO TEMPUS (AFRIQUE DU SUD)		AF		83/7743 (16)	Oct 27/83	Oct 27/83	Oct 27/02 RENEWAL
IUS	030032/1031	MICRO TEMPUS (ALLEMAGNE)		AO		1 080 097	Jul 30/85	Jul 30/85	Mar 03/03 RENEWAL
IUS	030032/1027	MICRO TEMPUS (AUSTRALIE)		AU		A 400,156 9	Nov 18/83	Nov 18/83	Nov 18/03 RENEWAL
IUS	030032/1028	MICRO TEMPUS (AUSTRALIE)		AU		A 400,157 16	Nov 18/83	Nov 18/83	Nov 18/03 RENEWAL
IUS	030032/1009	MICRO TEMPUS (ETATS-UNIS)		EU	73/454894	1,352,502	Nov 21/83	Aug 06/85	Aug 06/04 RENEWAL
IUS	030032/1015	MICRO TEMPUS (FRANCE)		FR	693123	1,271,656		Feb 24/84	Feb 02/03 RENEWAL
IUS	030032/1019	MICRO TEMPUS (ROYAUME UNI)		RU		1,205,125 (9)		Oct 12/83	
IUS	030032/1020	MICRO TEMPUS (ROYAUME UNI)		RU		1,205,126 16		Oct 12/83	
IUS	030032/1017	MICRO TEMPUS (ALLEMAGNE DE L'OUEST)		AO	M 53 919-9	1 068 657		Oct 02/83	Nov 19/02 RENEWAL
IUS	030032/1018	TEMPUS (ROYAUME UNI)		RU		986878		Feb 03/72	
IUS	030032/1001	TEMPUS AID (CANADA)		CA	506,376	288,237	Jul 12/83	Feb 24/84	Feb 24/98 RENEWAL
IUS	030032/1034	TEMPUS CLIP (CANADA)		CA	743,483	441,009	Dec 03/93	Mar 24/95	Mar 24/09 REGISTERED
IUS	030032/1035	TEMPUS CONNECTIVITY SOLUTIONS (CANADA)		CA	742,577		Dec 03/93		Mar 10/98 RESPONSE TO OFFICIAL ACTION
IUS	030032/1008	TEMPUS PEER ENGINE (CANADA)		CA	657,270		May 04/90		
IUS	030032/1012	TEMPUS PEER ENGINE (ETATS-UNIS)		EU	74/062,768		May 25/90		
IUS	030032/1032	TEMPUS TALK (CANADA)		CA	742,575		Dec 03/93		
IUS	030032/1033	TEMPUS TRANSFER (CANADA)		CA	742,576	451,789	Dec 03/93	Dec 15/95	Dec 15/09 REGISTERED
IUS	030032/1004	TEMPUS-ACCESS (CANADA)		CA	586,669	451,790	Dec 03/93	Dec 15/95	Dec 15/09 REGISTERED
IUS	030032/1002	TEMPUS-LINK (CANADA)		CA	504,196	343,621	Jun 19/87	Aug 12/88	Aug 12/02 RENEWAL
IUS	030032/1023	TEMPUS-LINK (AFRIQUE DU SUD)		CA		288,884	May 24/83	Mar 16/84	Mar 16/98 RENEWAL
IUS	030032/1024	TEMPUS-LINK (AFRIQUE DU SUD)		AF		83/7740 (9)		Oct 27/83	Oct 27/02 RENEWAL
IUS	030032/1016	TEMPUS-LINK (ALLEMAGNE DE L'OUEST)		AO	M 53 918/9 W	83/7741 (16)		Oct 27/83	Oct 27/02 RENEWAL
IUS	030032/1037	TEMPUS-LINK (ALLEMAGNE)		AO	M 54 431/16	1 068 103		Sep 12/83	Nov 19/02 RENEWAL
IUS	030032/1029	TEMPUS-LINK (AUSTRALIE)		AO		A400158 (9)		Nov 18/83	Nov 18/03 RENEWAL
IUS	030032/1030	TEMPUS-LINK (AUSTRALIE)		AU		A400159 (16)		Nov 18/83	Nov 18/03 RENEWAL
IUS	030032/1010	TEMPUS-LINK (AUSTRALIE)		AU	73/453569	1,401,855	Nov 21/83	Jul 22/86	Jul 22/05 RENEWAL
IUS	030032/1014	TEMPUS-LINK (ETATS-UNIS)		EU	693122	1,271,655		Feb 24/84	Feb 02/03 RENEWAL
IUS	030032/1021	TEMPUS-LINK (FRANCE)		FR		1,205,127		Oct 12/83	
IUS	030032/1021	TEMPUS-LINK (ROYAUME UNI)		RU					

TRADEMARK

RECORDED 05/20/1998

Client Code	File/Subfile No.	Trade Mark	Applicant/Owner	Country	Appl. No.	Issue No.	Filing Date	Issue Date	Due Dates
IUS	030032/1022	TEMPUS-LINK (ROYAUME UNI)		RU		1,205,128		Oct 12/83	
IUS	030032/1005	TEMPUS-SHARE (CANADA)		CA	586,670	343,773	May 19/87	Aug 12/88	Aug 12/02 RENEWAL
IUS	030032/1007	THE ENTERPRISE ROUTER (CANADA)		CA	650,762	393,465	Feb 12/90	Jan 31/92	Jan 31/06 RENEWAL
IUS	030032/1013	THE ENTERPRISE ROUTER (ETATS-UNIS)		EU	063,099		May 29/90		
IUS	030032/1006	THE ENTERPRISE SERVER (CANADA)		CA	629,018	389,849	Apr 08/89	Nov 08/91	Nov 08/03 RENEWAL
IUS	030032/1011	THE ENTERPRISE SERVER (U.S.)		EU	73/829,830		Jun 10/89		
IUS	030032/1003	U&T DESIGN (CANADA)		CA	505,981	289,163	Jun 30/83	Mar 23/84	Mar 23/98 RENEWAL

TRADEMARK
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