

04-08-2002

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FINANCE SECTION RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission **3-19-02**  
Document ID # **101922180**  
**(Non-Recordation)**
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
**11/19/2001**
- Merger
- Change of Name
- Other **Corrective Brief Attached**

Conveying Party

Mark if additional names of conveying parties attached

Name **ITF Optical Technologies Inc.**

Execution Date  
Month Day Year  
**11/19/2001**

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization **Canada**

Receiving Party

Mark if additional names of receiving parties attached

Name **Royal Bank of Canada**

DBA/AK/A/T/A

Composed of

Address (line 1) **1 Place Ville-Marie, 8th Floor**

Address (line 2)

Address (line 3) **Montreal**

**Quebec, Canada**

**H3C 3A9**

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization **Canada**

04/05/2002 LNUELLER 00000084 76074145

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01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

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TRADEMARK  
REEL: 002479 FRAME: 0946

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Kristine M. Miller

8/26/00

Name of Person Signing

Signature

Date Signed

~~12-20-2001~~  
~~101922180~~  
12-12-01

RECORDATION FORM COVER SHEET  
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12/19/2001 JJALLAH2 00000024 76074145

01 FC:481 40.00 DP  
02 FC:482 75.00 DP

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Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

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Address (line 1)

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**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="76/074,145"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,406,148"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/851,632"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/851,631"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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Kristine M. Miller

12/12/2001

Name of Person Signing

Signature

Date Signed



DEED OF MOVABLE HYPOTHEC

Preamble: In this Deed, the Royal Bank of Canada is referred to as the "Bank" and the party granting the hypothecary rights is referred to as the "Grantor". Unless otherwise indicated by the context, "Obligations" means the obligations described in Section 1.1 of this Deed. "Hypothecated Property" means the properties indicated in Section 1.2 and 1.3 of this Deed and "Securities" means bill of exchange, notes, shares, warrants, bonds, debentures and other securities considered or acknowledged as securities.

1. HYPOTHEC

In order to guarantee performance of the Obligations, the Grantor hypothecates in favor of the Bank the properties described in Sections 1.2 and 1.3 hereinbelow for the following amounts:

- an amount in capital of nine million five hundred and eighty-two thousand DOLLARS (\$ 9,582,000 ), plus an additional amount equivalent to 15% of such amount, for a total amount of eleven million nineteen thousand three hundred DOLLARS (\$ 11,019,300 )

- plus interest on such total amount, calculated from the date hereof and compounded annually, at:

(i) the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum,

-or-

(ii) the Bank's prime interest rate plus three percent ( 3 %) per annum.

(The prime interest rate is the annual rate of interest announced by the Bank from time to time as the rate of reference in effect for determining the interest rates on Canadian dollar commercial loans in Canada.)

1.1 SECURED OBLIGATIONS

This hypothec granted in this Deed secures performance of the following obligations:

(a) Grantor's Obligations

~~(1) Grantor's present and future obligations toward the Bank arising out of a loan of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )~~

~~contracted on \_\_\_\_\_, and all other obligations arising out of any renewal, amendment or replacement of such loan;~~

~~(2) Grantor's present and future obligations toward the Bank arising out of a revolving line of credit up to the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )~~

~~contracted on \_\_\_\_\_, and all other obligations arising out of any renewal, amendment or replacement of such revolving line of credit;~~

(3) Grantor's present and future obligations arising out of contracts identified hereinbelow:

(describe in detail each contract/undertaking (e.g. guarantee) creating obligations to be secured, by stating the elements that distinguish it)

Confirmation of credit facilities dated June 29, 2001 and accepted by the

Grantor on July 17, 2001

and all other obligations arising out of any renewal, amendment or replacement of such contracts;

(4) the following obligations of the Grantor pursuant to the terms of this Deed:

- the reimbursement of the insurance premiums referred to in Section 3.5;
- the reimbursement of the costs referred to in Section 3.6;
- the reimbursement of the costs with respect to the Securities referred to in Section 5.3(f);
- the payment of costs for use of the premises and other property referred to in Section 6.3;
- all other present and future obligations of the Grantor pursuant to this Deed; and

all other obligations arising out of any renewal, amendment or replacement of such obligations.

(b) Obligations of a Third Party: *(do not complete if a guarantee of the Grantor is to be secured: if so, complete 1.1(a)(3) hereinabove)*

all present and future obligations contracted toward the Bank by:  
(Name and address of the third party:)

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pursuant to the terms of the following contracts:

*(describe in detail each credit / contract / undertaking of the third party by stating the elements that distinguish it)*

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and all other obligations arising out of any renewal, amendment or replacement of such contracts.

### 1.2 DESCRIPTION OF THE HYPOTHECATED PROPERTY

(a) **Universalties:** The hypothec charges all present and future property included in the universalites described hereinbelow:  
*(Identify each universality of property to be hypothecated by completing the appropriate paragraph)*

*N.B.: If space is insufficient, please use additional sheets, have them signed by the Grantor and annex them to the contract.*

*(do not add anything to (1); strike out and initial if not applicable)*

(1) all account receivable and all debts, of any nature or origin, whether due or not and whether secured or not, as well as all claims by the Grantor pursuant to insurance policies, as well as all amounts derived from payment or collection of such accounts receivable, debts and claims.

~~(2) tools/equipment/vehicles:~~ \_\_\_\_\_

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~~(3) livestock:~~ \_\_\_\_\_

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~~and domain names, and all rights of the Grantor in any applications therefore, including those specifically described in Section 1.2(b) (4).~~

(4) ~~patents/trade-marks~~ \_\_\_\_\_

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(5) Securities:

(6) other universalties of movable property:

(b) Individual Property: The hypothec charges all individual property described hereinbelow:  
(Describe each property in detail by stating the elements that distinguish it from other property of the same type)  
N.B.: If space is insufficient, please use additional sheets, have them signed by the Grantor and annex them to the contract.

(1) the following claims / accounts receivable / contracts / bank deposits:

(2) the following tools and equipment parts:

Serial Number	Model	Description

(3) the following motor vehicles:

Category	Serial Number	Year	Description

domain names,

(4) the following patents and trade-marks: the domain name ITFOPTICAL.COM and the patents, trademarks and all rights of the Grantor in the applications therefor set forth in Schedule 1 hereto.

(5) the following Securities held by the Bank or a third party:

Number of shares or value of bonds, instruments or notes	Description of the Securities and names of debtors appearing on the Instruments or notes

(6) other movable property, namely: all other movable property of the Grantor not specifically mentioned or described above.

(c) **Prior Claims:** (Note to the Grantor: see representation in 3.1(c) hereinbelow)

(Describe in detail prior claims and hypothecs on the Hypothecated Property and the rights ranking prior to or making precarious the hypothecs granted hereby including any security registered in any jurisdiction other than Québec; indicate the affected property, the creditor's name, the amount in question, and, if applicable, the registration number in the register of personal and movable real rights.)

(d) **Grantor's Instructions with respect to Securities (Universalties of Specific Securities)**

- credit income to Grantor's account number \_\_\_\_\_  
(Note: see 5.3(c) hereinbelow)
- method of payment of fees: (check  applicable paragraph)  
(Note: see 5.3(f) hereinbelow)
  - debit the amount in question from account number \_\_\_\_\_ at the time chosen by the Bank
  - invoice the Grantor at the time chosen by the Bank
  - deduct the amounts in question from the income derived from the Securities or other amounts received or collected with respect thereto by the Bank
- communications with holders/shareholders: (check  applicable paragraph)  
(Note: see 5.3(d) hereinbelow)
  - no communication with holders/shareholders
  - annual reports, requests for proxies and any dissident shareholders communications
  - all information of whatever kind directed to holders/shareholders.

**1.3 SCOPE OF HYPOTHEC**

This hypothec also charges the following present and future property, to the extent it is not already included in the description in Section 1.2 hereinabove, but without limiting the charges arising by the mere operation of law:

- (a) the product of any sale, rental or other disposition of the property indicated in Section 1.2 hereinabove, as well as any claim resulting from such operations;
- (b) any right pertaining to the property indicated in Section 1.2 as well as the fruits and revenues it might produce, including all insurance or expropriation indemnities payable with respect to such property;
- (c) all titles, documents, registers, invoices and accounts evidencing the property indicated in Section 1.2 or with respect thereto, on whatever medium and no matter how they may be accessible, whether in writing, graphically, in sound, visually, computerized or otherwise;
- (d) in the case of a universality of claims, those resulting from insurance contracts on the Grantor's other property;
- (e) in the case of Securities, without limiting the generality of Subsection (b) hereinabove, the renewals of, substitutions therefor and additions thereto and the Securities and other property received or issued at the time of any transformation of the hypothecated Securities;
- (f) the property (including money) that replaces that which is already charged by the hypothec constituted by this Deed, to the extent the former is not otherwise hypothecated pursuant to this Deed or by operation of law.



## 2. POSSESSION OF THE PROPERTY

Save for the *Hypothecated Property* held by the *Bank* or a third party accepted by the *Bank* and the *Grantor*, the hypothec granted by this Deed is a hypothec without delivery, the *Grantor* keeping the *Hypothecated Property* in its possession subject to the obligations contracted pursuant to Sections 3 and 4 of this Deed.

## 3. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE GRANTOR

### 3.1 TITLE TO THE PROPERTY

The *Grantor* makes the following representations and warrants:

- (a) It is the sole owner of the *Hypothecated Property*;
- (b) it is in possession of the *Hypothecated Property* which belongs to it and, if applicable, of any negotiable title documents pertaining thereto;
- (c) that, save for what is disclosed in Section 1.2(c) hereinabove, the *Hypothecated Property* is not charged with any prior claim or hypothec, nor any other right whatsoever, whether published or not, that might void the rights intended to be granted by this Deed or rank prior to such rights, in particular by reason of default in payment of a rental or a fiscal obligation, an installment sale or a sale with buy-back option, or a right of retention, or by reason of failure to comply with a statute or regulation with respect to the protection of the environment;
- (d) if the hypothec granted by this Deed is on a universality of property, such property is part of one or several enterprises that it operates;
- (e) if the *Grantor* is a natural person, the *Hypothecated Property* of which it keeps possession is part of one or several enterprises that it operates;
- (f) if the hypothec granted by this Deed is on *Securities*, that the transfer of such *Securities* is not subject to any restriction;
- (g) the *Hypothecated Property* is not incorporated into, attached to or joined with an immovable.

### 3.2 ALIENATION

Unless the *Bank* gives its prior written consent, the *Grantor* agrees:

- (a) neither to alienate nor to rent any individual property described in Section 1.2(b) hereinabove; and
- (b) neither to alienate nor to rent, outside the course of business of its enterprise, any property included in a universality described in Section 1.2(a) hereinabove.

In the event of such alienation or rental, even without the *Bank's* authorization, the *Grantor* (without, however, being excused from the default resulting therefrom) shall immediately inform the *Bank* of the details of such alienation or rental and shall in particular provide the *Bank* with a description of the alienated or rented property, any property acquired in replacement, the name and address of the acquirer or the tenant, as well as details concerning the proceeds of such alienation, or rental.

### 3.3 TRANSFORMATION

The *Grantor* may not, without the *Bank's* prior written consent, transform the property, except where such transformation is the result of the normal activities of its enterprise, either by incorporating it into an immovable, or joining or mixing an individual property described in Section 1.2(b) hereinabove with other movable property in order to create a new property.

In the event of any such transformation, even if it occurs without the *Bank's* authorization, the *Grantor* (without, however, being excused from the default resulting therefrom) shall immediately inform the *Bank* in detail and in particular shall provide it with a description of the property involved in such transformation, the name and address of the owner of the property that may result from such transformation and the address of the location of the property.

### 3.4 PRESERVATION

The *Grantor* shall keep the *Hypothecated Property* well maintained, considering its nature and destination, and should the *Grantor* neglect to do so, the *Bank* may incur the necessary expenses for this purpose, without being obliged to do so. The *Grantor* shall allow the *Bank* to inspect the *Hypothecated Property* at any time and shall grant the *Bank* the access required for such inspection. The *Grantor* shall keep books and accounting records in accordance with diligent accounting practice with respect to the *Hypothecated Property* and it shall allow the *Bank* to examine them and make copies thereof. Except in an emergency, the *Bank* shall not unduly interfere with the *Grantor's* activities in carrying out such inspection and examination.

Furthermore, the *Grantor* undertakes to do all that is necessary so that the *Hypothecated Property* is not charged with a prior claim or another hypothec, legal or conventional, nor with any other real right whatsoever, without the *Bank's* prior consent. Should it be so charged without such consent, the *Grantor* (without, however, being excused from the default resulting therefrom) shall immediately inform the *Bank* and shall obtain the radiation of the rights in question upon the *Bank's* request and within the time it shall stipulate.

### 3.5 INSURANCE

The *Grantor* shall adequately insure the *Hypothecated Property*, to its full replacement value, without depreciation, against damage caused by fire and any other risk or peril:

- that is customarily covered in the *Grantor's* industry, or
- If it is not part of an enterprise, that a prudent and reasonable person would cover, or
- that the *Bank* may specify, acting reasonably.

The policy shall not include a reserve by the insurer of the right to repair or rebuild the insured property, shall specify that the insurer renounces to the possibility of the payment of a proportional indemnity in the case where the amount of insurance is less than the value of the insured property, shall be subscribed with a reputable insurer and shall include provisions dictated by usage in the *Grantor's* industry or which a reasonable and prudent person would require, if the property does not form part of an enterprise. The policy shall name the *Bank* as beneficiary and shall contain an hypothecary clause as approved by the Insurance Bureau of Canada and satisfactory to the *Bank* or equivalent clauses satisfactory to the *Bank* under the terms of which deceitful representations, bad faith or wrongful acts by the owner or a third party cannot be invoked against the *Bank*.

The *Bank* may apply any indemnity to the payment of the *Obligations* or it may remit them to the *Grantor*, in whole or in part, to be used for the repair or replacement of the destroyed or damaged property and the *Grantor* shall execute any deed that the *Bank* might require in order to confirm the hypothec on the replacement property.

The insurance shall be maintained in force until full extinction of the *Obligations* and the *Bank* shall be provided with copies of the policy, its renewals or replacements, unless the *Bank* expressly renounces thereto.

The *Grantor* shall notify the *Bank* as soon as possible should any loss occur affecting the *Hypothecated Property*.

In the event that the *Grantor* fails to fulfill such insurance obligation, the *Bank* may, though is not obliged to, and without prejudice to other recourses it may have under this Deed or in law, subscribe for such insurance for the *Hypothecated Property* as it may deem adequate and the *Grantor* shall reimburse the *Bank* for the cost of such insurance, with interest at an annual rate of 15% from the date of any payment made by the *Bank*.

### 3.6 FEES

The *Grantor* shall reimburse the *Bank*, upon request, for any evaluation and inspection fees as well as for amounts it shall have disbursed for registrations necessary for the publication of the rights constituted by this Deed or for the exercise of such rights, and the renewal of such registrations, where and if required or permitted by law. The *Grantor* shall pay the fees for the radiation of such registrations.

The *Grantor* binds itself to reimburse the *Bank* for all expenses incurred in order to recover from the *Grantor* the amounts due on account of the *Obligations* and, if necessary, for the preservation of the *Hypothecated Property*, with interest calculated at the annual rate of 15% from the date of any payment made by the *Bank*.

### 3.7 REGISTRATION

The *Grantor* shall cooperate with the *Bank*, should the *Bank* deem it necessary or useful, in order to make the registrations required for publication of the constitution, renewal, or conservation of its hypothec, as well as the exercise of its hypothecary rights, as the case may be.

Should this hypothec charge a claim that is itself secured by a registered hypothec charging movable or immovable property, the *Grantor* shall notify the *Bank* thereof in writing and provide it with all information it may request with respect thereto.

If, at anytime, the *Hypothecated Property* or any part thereof is not destined to remain in Québec, the *Grantor* must immediately inform the *Bank* of this fact and provide it with all information it requests with respect thereto. Upon request by the *Bank*, the *Grantor* must sign any security or additional document required in order to allow the *Bank* to preserve the security constituted by this Deed on such property or to grant the *Bank* security in the jurisdiction(s) where the property shall be located equivalent to that in virtue of the hypothec constituted by this Deed, the whole at the *Grantor's* expense.

## 4. PROVISIONS APPLICABLE TO THE HYPOTHEC ON CLAIMS

The following provisions apply if one or several claims due to the *Grantor* are hypothecated in favour of the *Bank*.

### 4.1 COLLECTION

The *Grantor* shall have the authority to collect, when due and not in advance, payments of interest and reimbursement of capital made on the claims that form part of any universality of claims hypothecated in favour of the *Bank* pursuant to this Deed; such authorization shall not apply to the claims consisting of *Securities* pledged to the *Bank* nor to those consisting of deposits at the *Bank* or one of its subsidiaries. The *Bank* may withdraw such authorization by written notice at any time, whether or not the *Obligations* are due, and take all necessary measures to render the hypothec opposable to the debtors of the hypothecated claims. In such case, the *Grantor* obliges itself to remit to the *Bank*, upon request, all titles, documents, registers, invoices and accounts evidencing the claims or related thereto, on whatever medium and no matter how they may be accessible, whether in writing, graphically, in sound, visually, computerized or otherwise.

Any payment received by the *Grantor* on account of any hypothecated claim otherwise than pursuant to the preceding authorization, shall be received for the *Bank's* account, shall give the *Grantor* no right to the amounts received and shall be, at all times, kept separate from the *Grantor's* other property and shall be immediately remitted by the *Grantor* to the *Bank* without compensation.

Notwithstanding the provisions of Section 3.2(b) hereinabove, the *Grantor* shall never be authorized to dispose of any claim that forms part of a universality of claims hypothecated in favour of the *Bank*, without the latter's prior written consent.

#### 4.2 RIGHTS OF THE BANK

The *Bank* shall not be obliged to exercise its rights to the hypothecated claims nor to ensure their recovery from the debtors, whether by legal proceedings or otherwise. Should the *Bank* decide to collect the hypothecated claims, it shall be at liberty to negotiate whatever arrangements it deems appropriate with the debtors or third parties, to enter into agreements with them with respect to the claims and any security guaranteeing them and even to renounce to the claims and such security, the whole without the *Grantor's* consent or intervention, without thereby being liable nor accountable to the *Grantor*. Unless the *Grantor* so requests in writing, the *Bank* shall not be obliged to inform the *Grantor* of any irregularity whatsoever with respect to the payment of amounts due on the claims. Apart from its obligation to remit to the *Grantor* the amounts collected that exceed the amount of the *Obligations* in capital, interest and fees, the *Bank* shall not be accountable to the *Grantor* on the collections that were made nor on transactions and arrangements made.

#### 4.3 DEPOSITS WITH THE BANK

With respect to claims consisting of deposits made with the *Bank*, (i) the *Grantor* shall have no right to demand their reimbursement while they continue to secure the *Obligations*, (ii) the *Bank* may use the amounts in question for its own purposes, only being obliged to remit to the *Grantor* the same amounts in the same currency upon the extinction of the hypothec and (iii) the *Bank* may, at any time and without prior notice to the *Grantor*, accelerate the term of any deposit bringing it immediately to maturity and make all appropriate accounting entries in order to evidence the use of any deposit in reducing or extinguishing the *Obligations*, by way of compensation.

#### 4.4 DEPOSITS WITH ROYAL BANK MORTGAGE CORPORATION

With respect to claims consisting of deposits made with Royal Bank Mortgage Corporation, if any, the *Bank*, in its capacity as agent and in the name of Royal Bank Mortgage Corporation, hereby acquiesces in the hypothec created on such deposits by this Deed.

#### 4.5 INFORMATION

The *Bank* may always verify the existence and state of the claims, at its discretion. The *Grantor* shall provide the necessary assistance and information for this purpose and shall take such measures as the *Bank* may reasonably request in this respect: in particular, it shall allow the *Bank* and its agents to enter the premises occupied by the *Grantor* and to consult its accounting books and registers as well as any document relating to the claims, and to make copies thereof.

The *Grantor* specifically authorizes the *Bank* to communicate with any third party in order to obtain or transmit any personal information and any information relative to the claims and to the *Grantor* for the purpose of verifying and collecting the claims.

### 5. PROVISIONS CONCERNING THE HYPOTHEC ON SECURITIES

The following provisions apply in the event that one or several of the *Grantor's* *Securities* are hypothecated in favour of the *Bank*.

#### 5.1 INTERPRETATION

Unless the context requires otherwise, the term "*Securities*" includes the renewals, substitutions and additions to which the *Securities* are subject as well as the *Securities* and other property received or issued pursuant to any transformation of such *Securities*, as well as all income derived and any right resulting therefrom.

No provision of this Section 5 limits the rights and remedies of the *Bank* under Section 4 hereinabove with respect to any claim which may also constitute a *Security*.

#### 5.2 SECURITIES HYPOTHECATED WITH DELIVERY

The following provisions apply to the *Securities* hypothecated pursuant to this Deed and held by the *Bank* or by a mutually agreed upon third party holding them on behalf of the *Bank*.

##### (a) Remittance

The *Grantor* binds itself to remit to the *Bank* or to a third party mutually agreed upon, concurrently with the execution of this Deed by the *Grantor*, all *Securities* described in Section 1.2(b)(5) as individual *Hypothecated Property*, duly endorsed in blank for the purpose of transfer, together with any power of attorney, document and confirmation that the *Bank* may reasonably require for such purpose.

Furthermore, the *Grantor* binds itself to remit to the *Bank* or to such third party, as soon as the *Grantor* becomes entitled thereto, the renewals, substitutions and additions to which they are subject, and the *Securities* and other property received or issued at the time of the purchase, redemption, conversion, cancellation or other transformation of the *Securities*, including any income derived therefrom and any right resulting therefrom. If applicable, they shall be duly endorsed in blank for the purpose of transfer and accompanied by any power of attorney, document and confirmation that the *Bank* may reasonably require for such purpose.

The *Bank* or, if applicable, the third party appointed by the *Bank* or any agent or correspondent representing them, shall hold the *Securities* with the same care as if they were its own and as if it held them in the very place they are located.

**(b) Deposit and the Book-Based System**

The *Bank* shall hold the *Securities* pledged and shall ensure their custody either in its branches or other offices, or with an agent or correspondent appointed by the *Bank* and approved by the *Grantor*. It may also deposit, unless they already have been, the *Securities* admissible for this purpose with The Canadian Depository for Securities Limited, with The Depository Trust Company, or with any clearing company or other depository agency, or their agent; this, pursuant to arrangements with a depository providing for the transfer of the *Securities* by means of book entries, without transfer of any other proof of ownership (by virtue of the book-based system). In which case such depository or its agent shall always act as the *Bank's* agent and shall follow instructions given by the *Bank* or by the *Bank's* agent exclusively.

In the book-based system, proof of ownership of the *Securities* pledged to the *Bank* by the *Grantor* may be destroyed; it may also be replaced by a single proof of ownership indicating the depository's or its agent's overall position on each *Security*. The only proof of ownership of the *Securities* deposited with the depository shall then be the accounts referred to in Subsection (c) hereinbelow. The *Bank* may rely upon any instruction or information received from the depository with respect to the *Securities*. Subject to the *Grantor's* obligations with respect to the statement of account which the *Bank* provides to it, as set out in Subsection (d) hereinbelow, the *Bank* accepts the same responsibility with respect to the *Securities* entrusted to a depository as if certificates representing such *Securities* were deposited with the *Bank*.

**(c) Evidence of Ownership**

The *Bank* shall maintain accounts and keep records of the *Securities* presently or subsequently deposited with the *Bank*, or entrusted to a depository, pursuant to this agreement. In the absence of manifest error, such accounts shall constitute conclusive evidence of ownership of the *Securities* held by the *Bank* or entrusted to a depository.

**(d) Statement of Securities**

in the event the *Bank* provides statements containing a list of the *Securities*:

- (1) the *Grantor* obliges itself to verify the accuracy of each statement;
- (2) in the event the *Grantor* has not received a statement 10 days after the end of the period agreed upon for its preparation, it is the responsibility of the *Grantor* to request such a statement from the *Bank*;
- (3) within 30 days of the date on which the statement should have been received, the *Grantor* agrees to notify the *Bank* in writing, at the branch or office where the account for the *Securities* is kept, of any omission, addition or other inaccuracy the statement may contain;
- (4) the *Grantor* agrees that, after the expiry of such 30-day period, the statement shall constitute conclusive evidence, without any other evidence, that, with the exception of any error brought to the attention of the *Bank*, the account contains all *Securities* which it should contain and no others, and that all entries that appear in it are accurate; as and from that time, the *Bank* shall not be liable for any claim relative to the account.

**(e) Exchange or Replacement of Securities**

Without prejudice to its rights pursuant to this Deed, the *Bank* may, at any time:

- (1) return the *Securities* it holds or which are being held by a third party on its behalf, upon receipt of the amounts payable at the end of the applicable term or upon redemption if a notice of redemption is issued prior to the end of the term, it being understood that when a notice of redemption is given prior to the end of a term, the *Bank* shall not be bound to present the *Securities* for redemption unless the *Grantor* makes a written request to the *Bank*, following the notice;
- (2) return the *Securities* it holds or which are being held by a third party on its behalf, upon receipt of the *Securities* or other property issued at the time of any transformation of the hypothecated *Securities*; and
- (3) exchange provisional or interim *Securities* for definitive *Securities*.

**(f) Request for Delivery**

The *Bank* may, at any time, demand that the *Grantor* remit to the *Bank* all or any part of the *Securities* hypothecated by this Deed, even if such *Securities* are not described in Section 1.2(b)(5) hereinabove. In such case, the *Grantor* must immediately remit the *Securities* in question to the *Bank*, and the preceding provisions of this Section 5.2 shall apply thereto.

### 5.3 PROVISIONS APPLICABLE TO ALL HYPOTHECATED SECURITIES

The following provisions shall apply to all *Securities* hypothecated pursuant to this Deed:

(a) **Standard of Care**

The *Bank* shall not be:

- (1) obliged to protest a *Security*, nor to take measures or institute proceedings in order to interrupt prescription, nor to protect the *Securities* against depreciation or devaluation, nor to make them productive;
- (2) obliged to protect the *Grantor* against loss relating to one of the *Securities*; or
- (3) obliged to vote with respect to a *Security* or a subscription, a conversion or another right that relates to it, or a merger, consolidation, reorganization, order of sequestration, a bankruptcy, insolvency proceedings, a compromise or an arrangement, or a deposit of a *Security* or otherwise, and shall not be obliged to participate in such matters nor to take appropriate measures, except if the *Grantor* had given it instructions in writing to do so and with the payment of such indemnity or remuneration as the *Bank* may require.

(b) **Powers of the Bank**

Without prejudice to its rights pursuant to this Deed, the *Bank* may, at any time:

- (1) request payment of the *Securities* and receive all interest, dividends, remittances or other payments pertaining to the *Securities*;
- (2) when money must be paid with respect to the *Securities* in more than one currency, to collect it in the currency that the *Bank* may decide upon at its discretion;
- (3) complete and return on behalf of the *Grantor* all certificates of ownership with respect to the *Securities* that may be required by law;
- (4) at its discretion, comply with or cause the depository to comply with the provisions of any statute, regulation or court order or order by an administrative body or a body vested with regulatory power, in force presently or in the future, which imposes on the holder of a *Security* an obligation to take or to abstain from taking measures with respect to a *Security* or to payments, remittances or amounts payable with respect to any one of the *Securities*; and
- (5) have the *Securities* registered in the *Bank's* name or that of its agents so as to permit the registration of the *Bank* or its agents as sole owners of such *Securities*, without prejudice to the *Grantor's* right to receive all communications to holders as provided in Section 5.3(d) hereinbelow and its right (prior to default under the terms of this Deed) to receive from time to time one or several proxies allowing it to exercise the voting rights attached to such *Securities*.

(c) **Income from the Securities**

Instead of exercising its right to hold them subject to the hypothec granted by this Deed, the *Bank* may, at its discretion, credit to the *Grantor's* account identified in Section 1.2(d) hereinabove the interest, dividends and other income derived from the *Securities*.

(d) **Communications to Holders**

The *Bank* may send to the *Grantor* by regular mail, to the most recent address of which the *Bank* has notice, all communications to holders listed in Section 1.2(d) hereinabove. The *Grantor* shall reimburse the *Bank* for any expenses incurred for such transmissions.

(e) **Power to Compromise**

With respect to the *Securities*, the *Bank* may grant extensions, take or give security, accept compromises, negotiate arrangements, grant discharges, and generally deal with the *Grantor* and third parties in any manner it deems appropriate without diminishing its rights pursuant to this Deed nor changing the *Grantor's* responsibilities.

(f) **Fees**

The *Grantor* undertakes to pay the *Bank*, at the rate then in effect at the *Bank*, the fees for administering the *Securities* and the associated transactions, as well as all other costs paid or incurred with respect thereto by the *Bank* or by its agents, correspondents or mandataries. It authorizes the *Bank* to reimburse itself for such fees and costs in the manner set forth in Section 1.2(d) hereinabove.

## 6. DEFAULT

### 6.1 EVENTS OF DEFAULT

The *Grantor* shall be in default upon the occurrence of any of the following events:

- (a) failure by the *Grantor* to pay when due or to comply with any of the *Obligations*;
- (b) failure by any third party to pay when due or to comply with any of the *Obligations* toward the *Bank* pursuant to the terms of any contract referred to in paragraph 1.1(b) of this Deed;
- (c) failure by the *Grantor* to comply with the obligations imposed on it by law with respect to the *Hypothecated Property*;

- (d) failure by the *Grantor* to pay any amount due or to comply with any of its obligations with respect to any other deed granting rights on one or several of the *Hypothecated Properties* or pertaining to them;
- (e) in the event the *Grantor* operates an enterprise, should the *Grantor* cease to operate it or substantially change its nature;
- (f) should the *Grantor* or any third party identified in Section 1.1(b) hereinabove become or acknowledge being insolvent, become bankrupt, or generally take measures to arrive at a compromise, an arrangement or an agreement with its creditors or to arrive at the liquidation of its assets or its bankruptcy;
- (g) should proceedings be instituted against the *Grantor* or any such third party in order to liquidate its assets or declare it bankrupt which are not diligently contested by the *Grantor* or the third party and are not dismissed or cancelled within 21 days from the day on which they are instituted;
- (h) should a prior notice be given by a creditor holding a prior claim or by a hypothecary creditor of its intention to exercise its prior claim or hypothecary right or any other security, or should such right or security be exercised or should a secured creditor take possession of or appoint a receiver with respect to any part of the *Hypothecated Property*;
- (i) should a seizure be brought against any *Hypothecated Property* and should it not be quashed within 10 days thereafter;
- (j) should the value of *Securities* hypothecated pursuant to this Deed decrease to a level which the *Bank* deems critical considering the security they represent, or which would justify, in the opinion of the *Bank*, an immediate liquidation;
- (k) should any representations, warranties or affirmations made by the *Grantor* in or in relation to this Deed or any other document relating the *Obligations* be inaccurate;
- (l) should a person (including the State) other than the *Grantor* demand or claim from the *Bank* payment in full or in part of amounts that the *Bank* may remit to the *Grantor* pursuant to any document with respect to the *Obligations*.

## 6.2 EFFECTS

Without limiting its right, at any time and at its discretion, to demand payment of amounts payable on demand and without prejudice to all rights and recourses to which it is entitled pursuant to agreements with the *Grantor* or pursuant to law (in particular with respect to hypothecated claims):

- (a) the *Bank* may, upon the occurrence of any of the events enumerated in Subsections (a) to (k) of Section 6.1 hereinabove, cease to advance funds or to maintain credit available to the *Grantor* pursuant to the documents relative to the *Obligations* and demand immediate and full payment of the amounts owing on account of the *Obligations*, which shall then become due and payable, and exercise, at its discretion, without restriction, and without any other prior notice than that provided for by law, all rights and recourses to which it is entitled by law including, in particular, those of the following hypothecary rights which are then available:
  - taking of possession for the purpose of administration;
  - taking in payment;
  - sale by the *Bank*;
  - sale by judicial authority;
- (b) the occurrence of the event mentioned in Subsection (l) of Section 6.1 hereinabove, automatically terminates any obligation by the *Bank* to advance funds to the *Grantor* or to make credit available to it pursuant to the documents relative to the *Obligations*, without the need for a notice or request, to which the *Grantor*, expressly renounces, and authorizes the *Bank* to exercise any rights referred to in Subsection (a) of this Section 6.2.

## 6.3 RIGHTS OF THE BANK

With respect to the exercise of the *Bank's* hypothecary rights, the *Grantor* undertakes to voluntarily surrender to the *Bank* the *Hypothecated Property* the *Bank* indicates, and to sign any document or do anything necessary for this purpose. As of the present time, the *Grantor* hereby irrevocably authorizes and mandates the *Bank* to sign the documents, take the actions, give the consents and make the decisions, in its name and on its behalf, for the purpose of preserving or exercising the *Bank's* hypothecary rights or for the preliminary measures to such exercise, the whole as if the *Grantor* was signing such documents, taking such actions, giving such consents or making such decisions, the *Bank* acting entirely in its discretion.

Furthermore, the *Bank* may, though is not obliged to, use the premises where the *Hypothecated Property* is located and other property of the *Grantor*, at the latter's expense, as it deems it necessary.

## 6.4 RENUNCIATION TO THE BENEFITS OF DISCUSSION AND DIVISION

Upon the occurrence of a default by a third party, if applicable, as mentioned in Subsection (b) of Section 6.1 hereinabove, the *Bank* shall immediately have the right to enforce its recourses against the *Grantor*, the latter renouncing to the benefits of discussion and division in this respect.

## 7. MISCELLANEOUS

### 7.1 NATURE OF THE OBLIGATIONS

Each of the *Obligations* of the *Grantor* is indivisible. Moreover, in the event any provision of this Deed or of the contracts referred to in Section 1.1 hereinabove shall be declared null, without effect or deemed not written, all other provisions of this Deed or of such contracts shall remain valid and in force as being severable from such provisions.

## 7.2 APPLICATION OF PAYMENTS

Any insurance indemnity, as well as any other amount or other property received by the *Bank* in the exercise of the rights granted to it by this Deed or by law or in any other manner with respect to any *Hypothecated Property*, may be retained by the *Bank* as *Hypothecated Property*, or be applied to the payment of the *Obligations*, whether or not they are due, or to other debts of the *Grantor*, whether or not they are secured. Any amount collected by the *Bank* shall be applied at the *Bank's* discretion, even on account of voluntary performance of the *Obligations*, and the *Bank* may, as it may deem preferable, modify the application of the payments, from time to time, in whole or in part.

In the event the *Hypothecated Property* or its proceeds are in a currency different from that of the *Obligations*, the *Bank* is hereby authorized to convert the amount or the claim in question to the currency of the *Obligations* at the *Bank's* rate of exchange for the currencies concerned on the date the payment is applied or on such other date as the *Bank* deems appropriate.

## 7.3 RIGHTS CUMULATIVE AND EXERCISE OF RECOURSES

The rights granted pursuant to this Deed are cumulative with, and not alternative to, any other right or security held by the *Bank*. The exercise by the *Bank* of one of its rights does not prevent it from exercising any other right granted to it pursuant to this Deed, another security or the law.

The *Bank* may, separately or successively, exercise the rights granted to it by this Deed with respect to any part of the *Hypothecated Property*, without being obliged to do so on the entire *Hypothecated Property*, without prejudice to its recourses with respect to the remaining *Hypothecated Property*, and it shall not be in any way obliged to exercise its rights against any other person liable for the *Obligations* nor to exercise any other security securing the *Obligations*.

The *Bank* may delegate the exercise of its rights or the performance of its *Obligations* resulting from this Deed to another person; in such case, the *Bank* may provide such other person with any information it may have in its possession on the *Grantor* or the *Hypothecated Property*.

## 7.4 JOINT AND SEVERAL LIABILITY

If there is more than one *Grantor*, each shall be jointly and severally liable for the obligations set out in this Deed and arising out of it. However, each joint and several debtor renounces to the right to be subrogated in the rights of the *Bank* and authorizes the *Bank* to grant releases and waivers to other joint and several debtors or with respect to the hypothec arising out of this Deed, without thereby releasing such joint and several debtor from its obligations under this Deed.

## 7.5 NOTICE OF DEFAULT

The *Grantor* shall be in default of performing the *Obligations* by the mere passage of time, without the requirement of notice or of notice of default.

## 7.6 WAIVER

The *Grantor* may not claim that an act or omission by the *Bank* constitutes or implies a waiver of its right to invoke a default by the *Grantor* or to assert a right arising out of such default, unless the *Bank* has expressly so stated after the occurrence of the default.

## 7.7 APPOINTMENT OF AGENTS

The *Grantor* appoints by this Deed as its irrevocable agent, with full powers of substitution, each of the *Bank*, the manager, the acting manager, the account manager or the assistant manager in office at any branch or office of the *Bank* where the *Grantor* has an account, or where a copy of this Deed or any part of the *Hypothecated Property* is being kept, to give effect to all provisions of this Deed or the documents or other measures to which the *Grantor* has agreed or which might be required to give effect to this Deed or in the exercise of powers that this Deed confers on the *Bank*, in particular, to endorse or transfer, in whole or in part, the *Securities* in favour of the *Bank* or its agents, correspondents or mandataries, including any depository, so that the *Bank*, its agents, correspondents or mandataries may be registered as owners of the *Securities*, and in order to obtain from any taxation authority at any time, if deemed useful, any information necessary to allow the *Bank* to determine the amount of taxes owing and due to such taxation authority. The *Grantor* also grants each of these agents the right to use its name each time it may deem necessary or appropriate to do so for the purposes hereof.

## 7.8 ELECTION OF DOMICILE

Any service, notice or notice of default shall be made to the *Grantor* at its domicile. However, if the *Bank* is not successful in locating the *Grantor* at such address, such service, notice or notice of default may be done or made at the office of the Clerk of the Superior Court for the district in which the greater part of the *Hypothecated Property* is located and in which the *Grantor* elects domicile for the purposes hereof.

## 7.9 INTERPRETATION

Whenever the context so requires, the gender and number shall be interchangeable.





Deed of Movable Hypothec between  
ITF Optical Technologies Inc. and  
Royal Bank of Canada

**SCHEDULE 1**

1. Canadian patent serial number CA 1317495 issued on May 11, 1993 for a compact wavelength filter integrated to a single-mode optical fiber;
2. Canadian patent serial number CA 1284282 issued on May 21, 1991 for a wavelength filter integrated into an optical waveguide;
3. Canadian patent application serial number CA 2298158 filed on February 7, 2000 for bonding optical fibers to substrates;
4. Canadian patent application serial number CA 2289962 filed on November 17, 1999 and World Intellectual Property Office patent application number WO2000CA01314 20001106, for fabrication of multiplexing and demultiplexing single-mode fiber optic couplers;
5. Canadian patent application serial number CA 2266195 filed on March 19, 1999 and World Intellectual Property Office patent application number WO2000CA00250 20000309, for optical clean-up filters and method of making the same;
6. Canadian patent application serial number CA 2258140 filed on January 6, 1999 and World Intellectual Property Office patent application number WO2000CA00012 20000103, for optical fiber filters and method of making the same;
7. Canadian patent application serial number CA 2276859 filed on June 29, 1999 and World Intellectual Property Office patent application number WO2000CA00604 20000524, for temperature stabilization of tapered fiber optic components;
8. Canadian patent application serial number CA 2107778 filed on April 2, 1992 for wavelength-flattened 2x2 splitter for single-mode optical waveguides;
9. Canadian trade-mark "ITF OPTICAL TECHNOLOGIES" registered on June 14, 2000 under registration serial number TMA529144 in association with "fiber optic components namely, lenses, mirrors, isolators, couplers, splitters and filters";
10. Canadian trade-mark "THE ALL-FIBER COMPANY" registered on August 2, 2001 under registration serial number TMA549149 in association with "fiber optic components namely, lenses, mirrors, isolators, couplers, splitters and filters";
11. United States of America trademark "INTERLEAVER" registered on November 21, 2000 under registration serial number 2406148 in association with "fiber optic multi-port branching components, namely couplers used to operate or combine any odd or even wavelength";
12. Canadian trade-mark application for "ALL-FIBER" filed on November 23, 1999 under application serial number 1036901 in association with "fiber optic multi-port branching components composed of fused optical fibers";

- 2 -

13. Canadian trade-mark application for "ALL-FIBER & DESIGN" filed on November 23, 1999 under application serial number 1036902 in association with "fiber optic multi-port branching components composed of fused optical fibers";
14. Canadian trade-mark application for "INTERLEAVER" filed on June 4, 1999 under application serial number 1017806 in association with "fiber optic multi-port branching components used to separate or combine any odd and even wavelength";
15. United States of America trademark application for "TTF OPTICAL TECHNOLOGIES" filed on June 20, 2000 under application serial number 76074145 in association with "fiber optic multi-port branching components composed of fused optical fibers and fiber optic filters";
16. United States of America trademark application for "ALL-FIBER" filed on November 17, 1999 under application serial number 75851632 in association with "fiber optic multi-port branching components comprised of fused optical fibers for splitting or combining signals";
17. United States of America trademark application for "ALL-FIBER & DESIGN" filed on November 17, 1999 under application serial number 75851631 in association with "fiber optic multi-port branching components comprised of fused optical fibers for splitting or combining signals".

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**Deed of Movable Hypothec**

Conveying Party: ITF Optical Technologies Inc.  
a Canadian corporation

Receiving Party: Royal Bank of Canada  
a Canadian corporation

Registration Nos.: 2,406,148

Application Nos.: 76/,074,145; 75/851,632; 75/851,631

**CERTIFICATE OF MAILING BY EXPRESS MAIL**

U.S. Patent and Trademark Office  
Assignment Branch/Fee  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

Sir:

The undersigned hereby certifies that the attached Trademark Recordation Form Cover Sheet, Deed of Movable Hypothec, check for \$115.00 and return card, relating to the above registrations, were deposited as "Express Mail," Mailing Label No. EL415725090US with the United States Postal Service, addressed to Commissioner of Patents and Trademarks, BOX ASSIGNMENTS, Washington, D.C. 20231, on 12/12, 2001.

12-12-2001  
Date

Jan Guy  
Mailer

12/12/2001  
Date

Kristine M. Miller  
Kristine M. Miller, Esq.  
HOLLAND & HART  
555 Seventeenth Street, Suite 3200  
Denver, Colorado 80202  
(303) 473-2726

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**Document ID Number 101922180A**

Conveying Party: ITF Optical Technologies Inc.,  
a Canada corporation

Receiving Party: Royal Bank of Canada,  
a Canada corporation

TO THE COMMISSIONER FOR TRADEMARKS:

Application Numbers: 76/074,145; 75/851,632; and 75/851,631

Registration Number: 2,406,148

CERTIFICATE OF MAILING BY EXPRESS MAIL

U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

Sir:

The undersigned hereby certifies that the attached Corrective Trademark Recordation Form Cover Sheet, Appointment of Domestic Representative, Copy of USPTO Document 101922180, check in the amount of \$115.00, and return card, relating to the above application was deposited as "Express Mail", Mailing Label No. EL539953275US with the United States Postal Service, addressed to U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, D.C. 20231, on 3/19, 2002.

3-19, 2002  
Date

Jane Sun  
Mailer

3/19, 2002  
Date

Kristine Miller  
Kristine M. Miller

HOLLAND & HART  
555 Seventeenth Street, Suite 3200  
Denver, Colorado 80202  
(303) 473-2726

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**Document ID Number 101922180A**

Conveying Party: ITF Optical Technologies Inc.,  
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a Canada corporation

TO THE COMMISSIONER FOR TRADEMARKS:

Application Numbers: 76/074,145; 75/851,632; and 75/851,631

Registration Number: 2,406,148

Applicant respectfully requests a correction of registrant on document identification number #101922180 – Security Agreement (copy attached hereto) to correct and clarify the Nature of Conveyance from Security Agreement and Deed of Movable Hypothec to **Deed of Movable Hypothec**. Applicant did not intend to attempt to record two transfers, and the inclusion of two categories of Nature of Conveyance was an inadvertent error.

Cover Sheet which correctly identifies the Nature of Conveyance as **Deed of Movable Hypothec**.

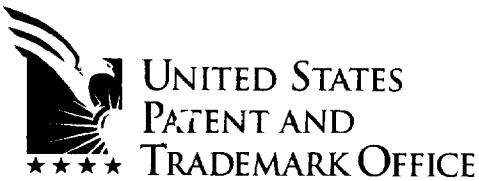
An early and favorable response is requested.

Respectfully submitted,

3/19, 2002



Kristine M. Miller  
HOLLAND & HART, LLP  
555 Seventeenth Street, Suite 3200  
Denver, Colorado 80202  
(303) 473-2726  
ATTORNEYS FOR RECEIVING PARTY  
ROYAL BANK OF CANADA



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

FEBRUARY 07, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
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HOLLAND & HART LLP  
KRISTINE M. MILLER  
555 17TH ST, SUITE 3200  
DENVER, CO 80202



\*101922180A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101922180

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

- 1. EACH OF THE 2 TRANSFERS REQUIRES ITS OWN SUBMISSION.

STEVEN POST, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RECEIVED  
FEB 10 2002  
HOLLAND & HART LLP

12-19-02  
MC  
3-9-02