GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT (as amended, restated, supplemented or replaced from time to time, this "**Agreement**") is dated with effect as of October 31, 2014 and executed and delivered by **COMARK INC.** (the "**Debtor**") to and in favour of **SALUS CAPITAL PARTNERS, LLC**, in its capacity as Administrative Agent and Collateral Agent for the benefit of itself and the Lenders under the Credit Agreement (as defined below) (the "**Agent**").

RECITALS:

A. The Debtor is or is about to become indebted to the Agent and the Lenders under or in connection with that certain credit agreement dated with effect as of the date hereof (as amended, modified, supplemented, restated, replaced or extended from time to time, the "**Credit Agreement**"); and

B. As security for the Obligations of the Debtor under the Credit Agreement, the Agent and the Lenders have required the Debtor to grant to the Agent, for the benefit of itself and the Lenders, and to create a security interest in all personal property of the Debtor, as hereinafter provided as security for the payment and performance of the Obligations of the Debtor to the Agent and the Lenders under or in connection with the Credit Agreement and the other Loan Documents.

NOW THEREFORE in consideration of the extension of credit by the Agent and the Lenders to the Debtor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor covenants and agrees to and in favour of the Agent, for the benefit of itself and the Lenders, as follows:

ARTICLE 1 - DEFINITIONS; INTERPRETATION

1.1 Defined Terms

Except as otherwise expressly provided herein, capitalized terms used in this Agreement (including in the Recitals hereof) but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

1.2 Terms Defined in the Ontario Personal Property Security Act

Where applicable and except as defined herein, terms used herein shall have the meanings assigned to them in the *Personal Property Security Act* as the same may, from time to time, be in effect in the Province of Ontario (the "**PPSA**"). Such terms include: "**accounts**", "**chattel paper**", "**documents of title**", "**equipment**", "**intangibles**", "**instruments**", "**inventory**", "**investment property**", "**money**", "**proceeds**" and "**security**".

1.3 Interpretation

(a) In this Agreement the words "**including**", "**includes**" and "**include**" mean "**including (or includes or include) without limitation**". The phrase "**the**

aggregate of", "**the total of**", "**the sum of**", or a phrase of similar meaning means "**the aggregate (or total or sum), without duplication, of**". The expression "**Article**", "**Section**" or other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Agreement.

(b) Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and are not to affect its interpretation.

(d) Any schedules attached to this Agreement form an integral part of it for all purposes.

(e) Except as otherwise provided in this Agreement, any reference to this Agreement, the Credit Agreement or any of the Loan Documents refers to this Agreement, the Credit Agreement or such Loan Documents as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules to it. Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.

ARTICLE 2 - GRANT OF SECURITY INTEREST; COLLATERAL

2.1 Grant of Security Interest

As security for the payment and performance of the Obligations, the Debtor hereby grants to the Agent and the Lenders a security interest in, and assigns and pledges, to and under all of its personal property, wherever located and whether now existing or hereafter acquired or arising, including, without limitation, the following property (collectively and severally, the "**Collateral**"):

(a) all present and future investment property held by the Debtor, including securities, security entitlements, securities accounts, future contracts, future accounts, shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or interest of the Debtor in property or in an enterprise or which constitute evidence of an obligation of the issuer; and all substitutions therefore, and subject to Section 6.3, dividends and income derived therefrom, all of which are herein called the "**Pledged Collateral**";

(b) all accounts and book debts of the Debtor, chattel paper, documents of title, instruments, and intangibles of the Debtor, including all debts, dues, claims choses in action and demands of every nature and kind, howsoever arising or secured, including letters of credit, guarantees and advices of credit that are now due, owing or accruing or growing due to or owned by or which may hereafter

become due, owing or accruing or growing due to or owned by the Debtor, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all supporting obligations of any or all of the forgoing ("**Accounts**");

(c) all inventory of the Debtor, including all merchandise, goods and other personal property that are held for sale or lease or that have been leased by the Debtor or that are to be furnished under a contract of service, all raw materials, work in process, materials used or consumed in the Debtor's business and finished goods, all goods in which the Debtor has an interest in mass or a joint or other interest or gifts of any kind (including goods in which the Debtor has an interest or right as consignee), and all goods which are returned to or repossessed by the Debtor, together with all additions and accessions thereto and replacements therefor and products thereof and documents therefor ("**Inventory**");

(d) all equipment of the Debtor and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor, including, all machinery, tools, dies, blueprints, catalogues, computer hardware and software, furniture, furnishings, vehicles and fixtures ("**Equipment**");

(e) all Intellectual Property;

(f) all money maintained in a deposit, blocked, lockbox or other account in the Debtor's name with any financial institution, and all certificates, instruments and other writings, if any, from time to time representing, evidencing or deposited into such accounts, and all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

(g) all now existing and hereafter arising contracts and agreements to which the Debtor is party (each, an "**Assigned Agreement**"), including, without limitation, all rights of the Debtor to receive moneys due and to become due under or pursuant to the Assigned Agreements, all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, all claims of the Debtor for damages arising out of or for breach of or default under the Assigned Agreements, and all rights of the Debtor to terminate, amend, supplement or modify the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder; *provided, however,* that with respect to any such contract or agreement where the grant of a security interest in the Debtor's right, title and interest therein is prohibited by the terms thereof, or would give any other party the right to terminate its obligations thereunder, or is not permitted because any necessary consent to such grant has not been obtained, the Collateral shall include only the rights of the Debtor to receive moneys due and to become due, if any, under or pursuant to such contract or agreement;

(h) all books, records, writings, databases, information and other property relating to, used or useful in connection with, embodying, incorporating or referring to, any of the foregoing Collateral;

(i) all cash and cash equivalents held by the Debtor not otherwise included in the foregoing Collateral; and

(j) all products and proceeds of the foregoing Collateral (with the term "**proceeds**" having the meaning provided in the PPSA and also including any voluntary or involuntary disposition, and all rights to payment, including return premiums, with respect to any insurance).

2.2 Excluded Collateral

Notwithstanding Section 2.1, the Collateral shall not include: (a) any property held in trust by the Debtor and lawfully belonging to others, (b) the last day of the term of any lease of real property, provided that the Debtor shall stand possessed of such last day and shall assign and transfer such interest as instructed by the Agent; (c) the interests described in the proviso to Section 2.1(g); or (d) any consumer goods used as such by the Debtor. The security interest granted by this Agreement with respect to trademarks constitutes a security interest in, and pledge of, such Collateral in favour of the Agent and the Lender, but does not constitute an assignment or transfer of ownership of such Collateral to the Agent.

2.3 Debtor Remains Liable

Anything herein to the contrary notwithstanding, (a) the Debtor shall remain liable under all Assigned Agreements, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent or any of the Lenders of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under such Assigned Agreements, and (c) the Agent and the Lenders shall not have any obligation or liability under any Assigned Agreements by reason of this Agreement, nor shall the Agent and the Lenders be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

2.4 Continuing Security Interest

The Debtor agrees that this Agreement shall create a general continuing collateral security interest in the Collateral which shall remain in effect until terminated in accordance with this Agreement.

2.5 Attachment

The Debtor and the Agent and the Lenders agree that the security interest created hereby attaches to existing Collateral upon the execution of this Agreement and that the security interest will attach to Collateral acquired after the date of execution of this Agreement at the time that the Debtor acquires rights in that Collateral. The Debtor and the Agent and the Lenders agree that

value has been given. The Debtor represents and warrants that it has rights in the existing Collateral or the power to transfer rights in the Collateral.

ARTICLE 3 - SECURED OBLIGATIONS

3.1 Secured Obligations

The obligations secured by this Agreement shall consist of all Obligations of the Debtor to the Agent and the Lenders arising under or in connection with the Credit Agreement and the other Loan Documents.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

In addition to all representations and warranties of the Debtor set forth in the Credit Agreement, which are incorporated herein by this reference, the Debtor hereby represents and warrants that:

4.1 Enforceability; Priority of Security Interest

(a) This Agreement creates a security interest which is enforceable against the Collateral in which the Debtor now has rights and will create a security interest which is enforceable against the Collateral in which the Debtor hereafter acquires rights at the time the Debtor acquires any such rights; and

(b) other than Permitted Encumbrances, the Agent, for the benefit of itself and the Lenders, has a perfected and first priority security interest in the Collateral, in which the Debtor now has rights, and will have a perfected and first priority security interest in the Collateral in which the Debtor hereafter acquires rights at the time the Debtor acquires any such rights, in each case securing the payment and performance of the Obligations.

ARTICLE 5 - COVENANTS AND AGREEMENTS

In addition to all covenants and agreements of the Debtor set forth in the Credit Agreement, the Debtor hereby covenants and agrees, at no cost or expense to the Agent and the Lenders:

5.1 Preservation of Security Interest

To do all acts (other than acts which are required to be done by the Agent and the Lenders) that may be necessary to maintain, preserve and protect the Collateral and the first priority (subject to Permitted Encumbrances), perfected security interest of the Agent and the Lenders therein.

5.2 Delivery of Collateral

To account fully for and promptly deliver to the Agent in accordance with the terms of the Credit Agreement, in the form received, all documents, chattel paper, all documents of title, all warehouse receipts, bills of lading, all certificated securities with respect to investment property, instruments and agreements constituting Collateral hereunder, and all proceeds of the Collateral received, all endorsed to the Agent, for the benefit of itself and the Lenders, or in blank, as

requested by the Agent, and accompanied by such stock powers as appropriate and until so delivered all such documents, instruments, receipts, agreements and proceeds shall be held by the Debtor in trust for the Agent, for the benefit of itself and the Lenders, separate and apart from all other property of the Debtor.

ARTICLE 6 - AUTHORIZED ACTION BY THE LENDER; RIGHTS TO PAYMENT

6.1 Authorized Action by the Agent and the Lenders

The Debtor hereby agrees that following the occurrence and during the continuance of an Event of Default which, without presentment, notice or demand, and without affecting or impairing in any way the rights of the Agent and the Lenders with respect to the Collateral, the obligations of the Debtor hereunder or the Obligations, the Agent and the Lenders may, but shall not be obligated to and shall incur no liability to the Debtor or any third party for failure to, take any action that the Debtor is obligated by this Agreement to do and to exercise such rights and powers as the Debtor might exercise with respect to the Collateral, and the Debtor hereby irrevocably appoints the Agent and the Lenders as its attorney-in-fact to, following the occurrence and during the continuance of an Event of Default, exercise such rights and powers, including, without limitation, the power and authority to:

(a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral;

(b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral;

(c) insure, process and preserve the Collateral;

(d) transfer the Collateral to its own or its nominee's name;

(e) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; and

(f) notify any obligor on any Collateral to make payment directly to the Agent or any of the Lenders.

The foregoing power of attorney is coupled with an interest and irrevocable so long as the Agent or any of the Lenders has any obligation to make any credit facility available or the Obligations have not been indefeasibly paid and performed in full. The Debtor hereby ratifies, to the extent permitted by law, all that the Agent or any of the Lenders shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 6.1. The Debtor agrees to reimburse the Agent and the Lenders upon demand for any reasonable costs and expenses, including reasonable legal fees, the Agent and the Lenders may incur while acting as the Debtor's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. The Agent agrees to only deliver a notice of exclusive control under any deposit

account or securities account control agreement in accordance with the provisions of the Credit Agreement.

6.2 Collection of Rights to Payment

Until the Agent or any of the Lenders exercises its rights hereunder, the Debtor shall endeavor in the first instance diligently to collect all amounts due or to become due on or with respect to any amounts owing to it. At the request of the Agent or any of the Lenders, upon and after the occurrence of any Event of Default which is continuing under the Credit Agreement, all remittances received by the Debtor shall be and shall be deemed to be held separate and apart and in trust exclusively for the Agent, for the benefit of itself and the Lenders, and, in accordance with the Agent's instructions, remitted to the Agent in the form received (with any necessary endorsements or instruments of assignment or transfer).

6.3 Investment Property and Instruments

Upon and after the occurrence and during the continuance of any Event of Default, the Agent, for the benefit of itself and the Lenders, shall be entitled to receive all distributions and payments of any nature with respect to any investment property or instruments, and all such distributions or payments received by the Debtor shall be and shall be deemed to be held separate and apart and in trust exclusively for the Agent, for the benefit of itself and the Lenders, and, in accordance with the Agent's instructions, remitted to the Agent, for the benefit of itself and the Lenders, in the form received (with any necessary endorsements or instruments of assignment or transfer). Following the occurrence and during the continuance of an Event of Default, any such distributions and payments with respect to any investment property held in any securities account shall be held and retained in such securities account, in each case as part of the Collateral hereunder. Additionally, the Agent and the Lenders shall have the right, upon the occurrence and during the continuance of an Event of Default, following prior written notice to the Debtor, to vote and to give consents, ratifications and waivers with respect to any investment property and instruments of the Debtor, and to exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining thereto, as if the Agent and the Lenders were the absolute owner thereof; *provided* that the Agent and the Lenders shall have no duty to exercise any of the foregoing rights afforded to it and shall not be responsible to the Debtor or any other Person for any failure to do so or delay in doing so.

ARTICLE 7 - REMEDIES; NOTICE OF SALE; RECEIVERS

7.1 Remedies

Upon the occurrence and during the continuance of an Event of Default, the Agent and the Lenders may at their option, in addition to all rights and remedies available to the Agent and the Lenders with respect to the Obligations, at Law, in equity or otherwise, do any one or more of the following:

(a) foreclose or otherwise enforce the security interest of the Agent and the Lenders in any manner permitted by Law or provided for in this Agreement;

(b) sell, lease or otherwise dispose of any Collateral at one or more public or private sales at the place of business of the Agent or any of the Lenders or any other place or places, including any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as the Agent and the Lenders may determine subject to applicable Law;

(c) use or transfer the Debtor's rights and interests in any Intellectual Property by license, by sublicense (to the extent permitted by an applicable license), assignment or otherwise, on such conditions and in such manner as the Agent and the Lenders may determine;

(d) recover from the Debtor all reasonable costs and expenses, including reasonable legal fees and disbursements, incurred or paid by the Agent or any of the Lenders in exercising any right, power or remedy provided by this Agreement;

(e) require the Debtor to assemble the Collateral and make it available to the Agent, for the benefit of itself and the Lenders, at a place to be designated by the Agent;

(f) enter onto property where any Collateral is located and take possession thereof with or without judicial process; and

(g) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Agent or any of the Lenders deems appropriate and in connection with such preparation and disposition, without charge, use any trade-mark, tradename, copyright, patent or technical process used by the Debtor.

7.2 Notice of Sale

The Debtor shall be given 15 Days prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Collateral, under Section 7.1, is to be made, which notice the Debtor hereby agrees shall be deemed reasonable notice thereof. Upon any sale or other disposition pursuant to this Agreement, the Agent and the Lenders shall have the right to deliver, assign and transfer to the purchaser thereof, the Collateral or portion thereof so sold or disposed of. The Agent or any of the Lenders shall have the right upon any public sale, and, to the extent permitted by law, upon any private sale, to purchase the whole or any part of the Collateral so sold. Each purchaser at any such sale or other disposition (including the Agent or any of the Lenders) shall hold the Collateral free from any claim or right of whatever kind, including any equity or right of redemption of the Debtor and the Debtor specifically waives (to the extent permitted by applicable Law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

7.3 License

At such time as the Agent and the Lenders are lawfully entitled to exercise their rights and remedies under Section 7.1 in connection with this Agreement, the Debtor hereby grants to the

Agent and the Lenders an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to the Debtor) or (to the extent permitted by the applicable license) sublicense to use, license or sublicense any Intellectual Property, subject with respect to trade-marks to reasonable and appropriate quality control provisions.

7.4 Appointment of Receiver

Upon the occurrence and during the continuance of an Event of Default, the Agent and the Lenders may, in addition to any other rights they may have, appoint by instrument in writing a receiver, monitor, consultant, liquidator or receiver and manager (all of which are herein called a "**Receiver**") of all or any part of the Collateral or may institute proceedings in any court of competent jurisdiction for the appointment of such a Receiver. Any such Receiver is hereby given and shall have the same powers and rights and exclusions and limitations of liability as the Agent and the Lenders has under this Agreement, at law or in equity. In exercising any such powers, any such Receiver shall, to the extent permitted by applicable Law, act as and for all purposes be deemed to be the agent of the Debtor, and the Agent and the Lenders shall not be responsible for any act or default of any such Receiver. The Agent and the Lenders may appoint one or more Receivers hereunder and may remove any such Receiver or Receivers and appoint another or others in his or their stead from time to time. Any Receiver so appointed may be an officer or employee of the Agent and the Lenders. A court need not appoint, ratify the appointment by the Agent and the Lenders of or otherwise supervise in any manner the actions of any Receiver. Upon the Debtor receiving notice from the Agent of the taking of possession of the Collateral or the appointment of a Receiver, all powers, functions, rights and privileges of the Debtor and, to the extent permitted by applicable Law, its directors and officers with respect to the Collateral shall cease, unless specifically continued by the written consent of the Agent.

7.5 Carrying on Business

Upon the occurrence and during the continuance of an Event of Default, the Agent or any of the Lenders may carry on, or concur in the carrying on of, all or any part of the business or undertaking of the Debtor, may, subject to the rights and Liens of third parties but to the exclusion of the Debtor, enter upon, occupy and use all or any of the premises, buildings, plant and undertakings of or occupied or used by the Debtor and may use all or any of the tools, machinery, equipment and intangibles of the Debtor for such time as the Agent or such Lender sees fit, free of charge, to carry on the business of the Debtor and, if applicable, to manufacture or complete the manufacture of any Inventory and to pack and ship the finished product.

7.6 Dealing with Collateral

Upon the occurrence and during the continuance of an Event of Default, the Agent or any of the Lenders may seize, collect, realize, dispose of, enforce, release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable, all without notice to the Debtor except as otherwise required by any applicable Law. Upon the occurrence and during the continuance of an Event of Default, the Agent or any of the Lenders may demand, sue for and receive any Accounts with or without notice to the Debtor, give such receipts, discharges and extensions of time and make such compromises in respect of any Accounts which may, in the Agent's or such

Lender's absolute discretion, seem bad or doubtful. The Agent or any of the Lenders may charge on its own behalf and pay to others, sums for costs and expenses incurred including, without limitation, reasonable legal fees and expenses on a solicitor and his own client scale and Receivers' and accounting fees, in or in connection with seizing, collecting, realizing, disposing, enforcing or otherwise dealing with the Collateral and in connection with the protection and enforcement of the rights of the Agent or any of the Lenders hereunder including, without limitation, in connection with advice with respect to any of the foregoing. The amount of such sums shall be deemed advanced to the Debtor by the Agent and the Lenders, shall become part of the Obligations, shall bear interest at the highest rate per annum charged by the Agent and the Lenders on the Obligations or any part thereof and shall be secured by this Agreement.

7.7 Right to Use

The Debtor hereby grants to the Agent and the Lenders in the exercise of their rights and remedies under Section 7.1 a license or other right to use, without charge, all of the Debtor's present and future property, whether real or personal, including, without limitation, labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trade-marks, services marks, and advertising matter, or any other property of any nature or of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling of any Collateral and the Debtor's rights under all licenses and all franchise agreements shall inure to the Agent and the Lenders.

7.8 Retention of Collateral

Upon notice to the Debtor and subject to any obligation to dispose of any of the Collateral, as provided in the PPSA, the Agent and the Lenders may elect to retain all or any part of the Collateral in satisfaction of the Obligations or any of them, subject to applicable Laws.

7.9 Pay Liens

Upon the occurrence and during the continuance of an Event of Default, the Agent or any of the Lenders may pay any Liens that may exist or be threatened against the Collateral. In addition, the Agent or any of the Lenders may borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business or undertaking of the Debtor and may grant further security interests in the Collateral in priority to the security interest created hereby as security for the money so borrowed. In every such case the amounts so paid or borrowed together with costs, charges and reasonable expenses incurred in connection therewith shall be deemed to have been advanced to the Debtor by the Agent and the Lenders, shall become part of the Obligations, shall bear interest at the highest rate per annum charged by the Agent and the Lenders on the Obligations or any part thereof and shall be secured by this Agreement.

7.10 Application of Payments

Any and all payments made in respect of the Obligations from time to time and moneys realized on the Collateral may be applied to such part or parts of the Obligations as the Agent and the Lenders may see fit. The Agent and the Lenders shall, at all times and from time to time, have the right to change any appropriation as they may see fit. Any insurance moneys received by the

Agent or any of the Lenders pursuant to this Agreement may, at the option of the Agent or such Lender, be applied against the Obligations as the Agent or such Lender thinks fit.

7.11 Set-off

The Obligations will be paid by the Debtor without regard to any equities between the Debtor and the Agent and the Lenders or any right of set-off or cross-claim. If an Event of Default exists and has not been waived in writing by the Agent, any indebtedness owing by the Agent or any of the Lenders to the Debtor may be set-off and applied by the Agent and the Lenders against the Obligations either before or after maturity, without demand upon or notice to anyone and regardless of the currency in which the indebtedness is denominated.

7.12 Deficiency

If the proceeds of the realization of the Collateral are insufficient to repay to the Agent and the Lenders all amounts owing to them, the Debtor shall forthwith pay such deficiency or cause such deficiency to be paid to the Agent, for the benefit of itself and the Lenders, subject to applicable Laws.

7.13 Agent and the Lenders Not Liable

The Agent and the Lenders shall not be liable or accountable for any failure to seize, collect, realize, dispose of, enforce or otherwise deal with the Collateral, shall not be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Agent and the Lenders, the Debtor or any other person, firm or corporation in respect of the Collateral and shall not be liable or responsible for any loss, cost or damage whatsoever which may arise in respect of any such failure including, without limitation, resulting from the negligence of the Agent and the Lenders or any of their officers, servants, agents, solicitors, attorneys, Receivers or otherwise unless arising from gross negligence or wilful misconduct. The Agent and the Lenders and their officers, servants, agents, or Receivers shall not be liable by reason of any entry into possession of the Collateral or any part thereof, to account as a mortgagee in possession, for anything except actual receipts, for any loss on realization, for any act or omission for which a mortgagee in possession might be liable, for any negligence in the carrying on or occupation of the business or undertaking of the Debtor or for any loss, cost, damage or expense whatsoever which may arise in respect of any such actions, omissions or negligence unless arising from gross negligence or wilful misconduct.

7.14 Extensions of Time

The Agent and the Lenders may grant renewals, extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, perfect or fail to perfect any securities, release any part of the Collateral to third parties and otherwise deal or fail to deal with the Debtor, subsidiaries of the Debtor, guarantors, sureties and others and with the Collateral and other securities as the Agent and the Lenders may see fit, all without prejudice to the liability of the Debtor to the Agent and the Lenders or the rights of the Agent and the Lenders and powers under this Agreement.

7.15 Rights in Addition

The rights and powers conferred by this Section are in supplement of and in addition to and not in substitution for any other rights or powers the Agent or any of the Lenders may have from time to time under this Agreement or under applicable Law. The Agent and the Lenders may proceed by way of any action, suit, remedy or other proceeding at law or in equity and no such remedy for the enforcement of the rights of the Agent and the Lenders shall be exclusive of or dependent on any other such remedy. Any one or more of such remedies may from time to time be exercised separately or in combination.

ARTICLE 8 - PERFECTION AND PRIORITY

8.1 Financing Statements, Etc.

The Debtor hereby authorizes the Agent, for the benefit of itself and the Lenders, to file at any time and from time to time any financing statements describing the Collateral, and the Debtor shall execute and deliver to the Agent, and the Debtor hereby authorizes the Agent to file (with or without the Debtor's signature), at any time and from time to time, all amendments to financing statements, continuation financing statements, termination statements, security agreements relating to the Intellectual Property, assignments, fixture filings, affidavits, reports, notices and all other documents and instruments, in form satisfactory to the Agent, as the Agent may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of the Agent, for the benefit of itself and the Lenders, in the Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, the Debtor ratifies and authorizes the filing by the Agent of any financing statements filed prior to the date hereof.

8.2 Bailees

Any Person (other than the Agent or any of the Lenders) at any time and from time to time holding all or any portion of the Collateral shall be deemed to, and shall, hold the Collateral as the agent of, and as pledge holder for, the Agent and the Lenders. At any time and from time to time, the Agent or any of the Lenders may give notice to any such Person holding all or any portion of the Collateral that such Person is holding the Collateral as the agent and bailee of, and as pledge holder for, the Agent, for the benefit of itself and the Lenders, and obtain such Person's written acknowledgment thereof. Without limiting the generality of the foregoing, the Debtor will join with the Agent and the Lenders in notifying any Person who has possession of any Collateral of the security interest of the Agent, for the benefit of itself and the Lenders, therein and obtaining an acknowledgment from such Person that it is holding the Collateral for the benefit of the Agent and the Lenders.

8.3 Control

If any of the Collateral consists of investment property, (a) the Debtor authorizes the Agent, for the benefit of itself and the Lenders, to transfer such Collateral or any part thereof into its own name or that of its nominee so that the Agent or its nominee may appear of record as the sole owner thereof; provided, that until the security hereby constituted becomes enforceable, the Agent shall deliver promptly to the Debtor all notices, statements or other communications

received by it or its nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give to the Debtor or its designee a proxy or proxies to vote and take all action with respect to such property; provided further that after the security hereby constituted becomes enforceable, the Debtor waives all rights to be advised of or to receive any notices, statements or communications received by the Agent or its nominee as such record owner, and agrees that no proxy or proxies given by the Agent to the Debtor or its designee as aforesaid shall thereafter be effective; and (b) the Debtor further agrees to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give the Agent "control" of such Investment Property, for the benefit of itself and the Lenders, as defined in the *Securities Transfer Act* (Ontario), which "control" shall be in such manner as the Agent shall designate in its discretion, including, without limitation, an agreement by an issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by the Agent, whether before or after security hereby constituted becomes enforceable, without further consent by the Debtor.

ARTICLE 9 - MISCELLANEOUS

9.1 Amendments and Waivers

Except to the extent otherwise provided herein or the Credit Agreement, (a) no amendment to any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the Debtor and the Agent, and (b) no waiver of any provision of this Agreement, or consent to any departure by the Debtor or other party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent. Any such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

9.2 Notices

All notices required or permitted under this Agreement shall be given in the manner and to the addresses specified in the Credit Agreement.

9.3 Discharge

The security interest granted hereby will be discharged upon, but only upon, (i) full and indefeasible payment and performance of the Obligations and the termination of the Credit Agreement, and (ii) the Debtor having no obligations under any Loan Document. Upon discharge of the security interest and at the request and sole expense of the Debtor, the Agent will execute and deliver to the Debtor such releases, discharges, financing statements and other documents or instruments as the Debtor may reasonably require and the Agent will redeliver to the Debtor as practically possible at the Debtor's sole expense, or as the Debtor may otherwise direct the Agent in writing, any Collateral in its possession.

9.4 No Waiver; Cumulative Remedies

No failure on the part of the Agent or any of the Lenders to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Agent and the Lenders.

9.5 Binding Effect

This Agreement shall be binding upon the Debtor and its successors and assigns, including any successor by reason of amalgamation, and inure to the benefit of and be enforceable by the Agent and the Lenders and their successors, endorsees, transferees and assigns.

9.6 Assignment

The Debtor may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Agent, and any attempted assignment in violation of this provision shall be null and void. The Agent or any of the Lenders may assign this Agreement in whole or in part to any Person acquiring an interest in the Obligations in accordance with the provisions of the Credit Agreement.

9.7 Costs and Expenses

The Debtor agrees to pay on demand all reasonable costs and expenses of the Agent and the Lenders, any Receiver, or the agents of the Agent and the Lenders or any Receiver, and reasonable legal fees and disbursements in connection with the perfection, enforcement, or preservation of any rights under, this Agreement and the Credit Agreement and the Loan Documents.

9.8 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable Laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such Law or regulation, it shall be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement.

9.9 Governing Law

This Agreement is to be exclusively construed in accordance with and governed by the internal laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law rule or principle that would cause the application of the laws of any jurisdiction other than the internal laws of the Province of Ontario and the federal laws of Canada applicable therein to the rights and duties of the Debtor and the Agent and the Lenders.

9.10 Submission to Jurisdiction

The Debtor hereby (a) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario sitting in Toronto for the purpose of any action or proceeding arising out of or relating to this Agreement and the Credit Agreement or the Loan Documents, (b) agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts, (c) irrevocably waives (to the extent permitted by applicable Law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by Law.

9.11 Judgement Currency

If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with practices of the Agent or any of the Lenders could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Debtor in respect of any such sum due from it to the Agent or any of the Lenders hereunder or under the Loan Documents shall, notwithstanding any judgment in a currency (the "**Judgment Currency**") other than that in which such sum is denominated in accordance with the applicable provisions of the Loan Documents or other relevant document (the "**Agreement Currency**"), be discharged only to the extent that on the Business Day following receipt by the Agent of any sum adjudged to be so due in the Judgment Currency, the Agent or any of the Lender may, in accordance with normal practices, purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Agent from the Debtor in the Agreement Currency, the Debtor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Agent and the Lenders against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Agent and the Lenders in such currency, the Agent and the Lenders agrees to return the amount of any excess to the Debtor (or to any other Person who may be entitled thereto under applicable law). The agreements in this Section 9.11 shall survive the repayment of all Obligations.

9.12 Entire Agreement

This Agreement, the Credit Agreement and the other Loan Documents constitute the entire agreement of the parties hereto with respect to the matters set forth herein and supersede any prior agreements, commitments, drafts, communications, discussions and understandings, oral or written, with respect thereto.

9.13 Counterparts

This Agreement may be executed in several counterparts and delivered by facsimile or other electronic transmission, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

9.14 Indemnity

The Debtor hereby agrees to indemnify the Agent and the Lenders, and their successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and reasonable expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent or any of the Lenders are a party thereto) imposed on, incurred by or asserted against the Agent or any of the Lenders, or their successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Agent or any of the Lenders or the Debtor, and any claim for patent, trade-mark or copyright infringement), except for the gross negligence or wilful misconduct of the Agent or any of the Lenders or material breach by the Agent or the Lenders of their obligations hereunder.

9.15 Acknowledgement of Receipt

The Debtor acknowledges receipt of a copy of this Agreement.

9.16 Further Assurances

In addition to all covenants and agreements of the Debtor set forth in the Credit Agreement and the Loan Documents, which are incorporated herein by this reference, the Debtor hereby agrees, at no cost or expense to the Agent and the Lenders to do all acts (other than acts which are required to be done by the Agent and the Lenders) that may be necessary or desirable to (i) maintain, preserve and protect the Collateral and the first (subject only to Permitted Encumbrances) priority, perfected security interest of the Agent, for the benefit of itself and the Lenders, therein, and (ii) to carry into effect the purposes hereof or better to assure and confirm unto the Agent and the Lenders or permit the Agent and the Lenders to exercise and enforce their rights, powers and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Debtor shall make, execute, endorse, acknowledge, file or refile and/or deliver to the Agent and the Lenders from time to time upon reasonable request such lists, descriptions and designations of the Collateral, copies of warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, supplements, additional security agreements, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments. If an Event of Default has occurred which has not been waived in writing by the Agent, the Agent or any of the Lenders may institute and maintain, in its own name or in the name of the Debtor, such suits and proceedings as the Agent or any of the Lenders may be advised by counsel shall be necessary or expedient to prevent any impairment of the security

interest in or the perfection thereof in the Collateral. All of the foregoing shall be at the sole cost and expense of the Debtor.

9.17 Paramountcy

If there is any conflict or inconsistency between this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall govern and prevail, but only to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to be consistent with, and not add to or detract from, the rights granted to the Agent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the undersigned has executed and delivered this Agreement under seal with effect as of the date first written above.

COMARK INC.

By: _____

Name: William King c/s
Authorized Signing Officer

DEED OF HYPOTHEC

ON THIS Twenty-Nineth day of October, Two Thousand and Fourteen,

BEFORE Mtre Amanda Gutberg, the undersigned Notary, practising in the City and District of Montreal, Province of Quebec,

APPEARED: **SALUS CAPITAL PARTNERS, LLC**, a legal person, having an office at 250-197 First Avenue, Needham Heights, Massachusetts, 02494-2816 US, herein acting as "fondé de pouvoir" under Article 2692 of the *Civil Code of Quebec*, herein acting and represented by Keyvan Nassiry, hereunto duly authorized by a power of attorney dated October 24, 2014, a copy or duplicate of which is attached hereto as Appendix "A", after having been acknowledged true and signed for identification by the said representative with and in the presence of the undersigned Notary,

(hereinafter called the "**Attorney**");

AND: **COMARK INC.**, a legal person existing under the laws of Canada, having its registered office at 6789 Millcreek Drive, Mississauga, Ontario L5N 5M4, herein acting and represented by Howard Rosenoff, hereunto duly authorized by a resolution of the board of directors dated October 28, 2014, a copy or duplicate of which is attached hereto as Appendix "B", after having been acknowledged true and signed for identification by the said representative with and in the presence of the undersigned Notary,

(hereinafter called the "**Grantor**")

WHEREAS as continuing collateral security for the due payment, *inter alia*, of the Bonds (as hereinafter defined), the Grantor has agreed to hypothecate all of its present and future movable property;

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

Capitalized terms used herein and defined in the Credit Agreement (as hereinafter defined) shall have the meaning ascribed to them in the Credit Agreement unless otherwise defined herein and, as used herein, the following terms have the following meanings unless there is something in the subject matter or context inconsistent therewith:

"**Applicable Law**" means, with respect to any Person, any federal, provincial, state, local, municipal or foreign law, statute, treaty, rule or regulation or final, non-appealable determination of any arbitrator or any court or other Governmental Authority, in each case having legally binding effect upon and applicable to such Person or to any of its property;

"**Attorney**" means the Attorney defined above, acting as *fondé de pouvoir* under Article 2692 of the *Civil Code of Quebec*, and its successors and assigns;

"**Bondholder**" means any Person holding at any time any one or more of the Bonds and any Person with whom any Bond has been deposited as security or in whose favour a Bond has been pledged;

"**Bonds**" means the bonds which have been or may be issued hereunder from time to time and "**Bond**" means any one of them;

"**Charged Property**" means the universality of all of the movable property, rights and assets of the Grantor, present and future, corporeal and incorporeal, of whatsoever nature and wheresoever situated, including, without limitation:

(a) all present and future:

(i) Claims;

(ii) Contractual Rights;

(iii) Equipment;

(iv) Hypothecated Securities;

(v) Insurance Policies;

(vi) Intellectual Property;

(vii) Inventory;

(viii) Proceeds;

(ix) Records; and

(x) Title Documents;

(b) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing.

As used in this Hypothec, the term "**Charged Property**" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"**Claims**" means all claims of the Grantor, including, without limitation, all cash, cash equivalents, bank accounts, accounts receivable, claims, debts, accounts and monies of every nature which are now or which may at anytime hereafter be due, owing or accruing to or owned by the Grantor, and also all securities, bills, notes, negotiable instruments and other documents now held or owned or which may be hereafter taken, held or owned by the Grantor or anyone on behalf of the Grantor in respect of the foregoing or any part thereof.

"**Contractual Rights**" means all present and future rights of the Grantor arising under or in connection with any agreements (such as, by way of example only, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements and service contracts), permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property or any part thereof.

"**Credit Agreement**" means the Credit Agreement to be dated on or about October 31, 2014, among, *inter alios*, the Grantor, as lead borrower, the Lenders party thereto from time to time, Salus Capital Partners, LLC, as Administrative Agent and Collateral Agent, as the same may be amended, modified, supplemented, revised, restated or replaced from time to time.

"**Equipment**" means all present and future equipment and machinery of the Grantor of whatever kind and wherever situated, including, without limitation, all machinery, equipment, tools, apparatus, furniture, fixtures and vehicles of whatsoever nature or kind.

"**Event of Default**" means (a) any "Event of Default" under, and as defined in, the Credit Agreement, and (b) any failure by the Grantor to pay any amount payable under any of the Bonds when due.

"**Grantor**" means the Grantor defined above and its successors and permitted assigns, including, without limitation, any Person resulting from the amalgamation or continuation of the Grantor.

"**Hypothec**" means this deed and all amendments, replacements, restatements, supplements and substitutions thereto.

"**Hypothecated Securities**" means all securities, security entitlements, financial assets, investment property, investment certificates, futures contracts, shares, options, warrants, interests, participations, units or other equivalents of, in or issued by a trust, legal person, partnership, limited partnership or other entity, whether voting or non-voting or participating or non-participating, now or hereafter owned by the Grantor. For greater certainty, the Grantor hereby acknowledges that all present and future securities, security entitlements and financial assets described as being hypothecated hereunder shall include all securities, security entitlements and financial assets as such terms are used in the *Act Respecting the Transfer of Securities and the Establishment of Security Entitlements* (Québec).

"**Indebtedness**" means all existing and future indebtedness, obligations and liabilities owing by the Grantor to the Bondholders or the Attorney from time to time under or pursuant to the Bonds or this Hypothec.

"**Insurance Policies**" means all present and future insurance policies maintained by the Grantor in respect of the Charged Property (or a portion thereof) or the life of any individual and all insurance proceeds or indemnities in respect of the Charged Property or the life of any individual payable thereunder from time to time.

"**Intellectual Property**" means all of the right, title and interest of the Grantor in the intellectual property and industrial property now or hereafter owned or used by the Grantor, including, without limitation, all patents, trademarks, industrial designs (as well as applications for patents, trademarks or industrial designs), copyrights, inventions, trade secrets, know-how, plant breeder's rights, topography of integrated circuits, rights related to the Grantor's clientele and good will, corporate and other business names, as well as similar rights, now or hereafter owned, used or held by the Grantor.

"**Inventory**" means all of the inventory of the Grantor, both present and future, including, without limitation, all raw materials, work in progress or materials used or consumed in the business of the Grantor and all other goods and all products and by-products thereof or derived therefrom, manufactured, produced or purchased for sale, lease or resale by the Grantor, or procured for such manufactured products, sale, lease or resale and all goods, wares and merchandises used or procured for the packing or shipping of any of the foregoing, and all the goods, wares and merchandises, products and by-products thereof or derived therefrom, so manufactured, produced or purchased for sale, lease or resale.

"**Permitted Charges**" means, collectively, the following:

(a) the security presently existing or hereafter created in favour or for the benefit of the Bondholders and/or the Attorney;

(b) the Permitted Encumbrances;

(c) inchoate or statutory liens for taxes, assessments or governmental charges which have not been assessed and are not delinquent, or if assessed, are being contested in good faith by appropriate proceedings and provided that in any such case, the effect of such proceedings is to stay any enforcement or the Attorney has been provided with security satisfactory to it in an amount sufficient to satisfy such liens; and

(d) other encumbrances which are, from time to time, expressly permitted in writing by the Attorney.

"**Proceeds**" means identifiable or traceable movable property, present or future, in any form derived directly or indirectly from any dealing with the Charged Property or the proceeds therefrom including any payment or right to a payment or insurance representing an indemnity or compensation for loss of or damage to the Charged Property or any part thereof or proceeds therefrom.

"**Records**" means all present and future deeds, documents, books, manuals, papers, letters, invoices, writings and data (electronic or otherwise), access codes, recordings, evidencing or relating to the Charged Property or any part thereof including all copies and representations of the Intellectual Property in any form now known or in the future developed or discovered including, without limitation, those on paper, magnetic and optical media, and all working papers, notes, charges, drawings, materials and diagrams created in the process of developing the Intellectual Property.

"**Special Property**" means: (a) any contract, instrument, permit, lease or license or other document as to which and for so long as the creation of a Lien would constitute a violation of a valid and enforceable restriction in favour of a third party on such creation unless and until any required consents were obtained; (b) any contract, instrument, permit, lease, license or other documents as to which and for so long as the creation of a Lien would give any other party to such contract, instrument, permit, lease, license or other document the right to terminate its obligations thereunder; and (c) any contract, instrument, permit, lease or license or other document held by the Grantor to the extent that and for so long as any Applicable Law applicable thereto prohibits the creation of a Lien.

"**Title Documents**" means all present and future warehouse receipts and similar documents of title relating to Inventory.

Section 1.2 Severability

If any one or more of the provisions contained in this Hypothec or any Bond shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Attorney, be severable from and shall not affect any other provision of this Hypothec or the Bond, as the case may be, but this Hypothec or the Bond shall be

construed as if such invalid, illegal or unenforceable provision had never been contained in this Hypothec or the Bond.

Section 1.3 Interpretation and Headings

The Grantor acknowledges that this Hypothec is the result of negotiations between the parties and shall not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation or negotiation. The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to the whole of this Hypothec including, without limitation, these additional provisions, and not to any particular Section or other portion thereof or hereof and extend to and include any and every document supplemental or ancillary hereto or in implementation hereof. Words in the singular include the plural and words in the plural include the singular. Words importing the masculine gender include the feminine and neuter genders where the context so requires. Words importing the neuter gender include the masculine and feminine genders where the context so requires. The headings do not form part of this Hypothec and have been inserted for convenience of reference only. Any reference to "including" shall mean "including without limitation" whether or not expressly provided.

Section 1.4 Effective Date

This Hypothec shall take effect upon execution of this Hypothec by the parties hereto notwithstanding that all or any part of the principal amount secured by this Hypothec or by any deposit or pledge of a Bond has not been advanced.

Section 1.5 Currency

Unless otherwise specified in this Hypothec, all dollar references in this Hypothec are expressed in Canadian dollars.

ARTICLE 2
ISSUE OF BONDS

Section 2.1 Limitation of Issue

The Bonds which may be created and issued under this Hypothec are limited to a principal amount of ONE HUNDRED FIFTY MILLION DOLLARS ($150,000,000) and may be created and issued for such amounts and on such terms as any director, officer or other Person designated by the Grantor or any Person who has signed this Hypothec for and on behalf of the Grantor may determine.

Section 2.2 Form of Bonds

The Bonds shall be substantially in the form set out in the First Schedule of this Hypothec. The Bonds shall bear the date of their issuance and shall be payable at the place indicated therein or at any other place

subsequently designated by the Attorney. The Bonds shall bear interest from the date of their issuance, both before and after maturity, at the rate of twenty-five percent (25%) per annum. The principal and interest of the Bonds shall be payable on demand, with interest on overdue interest at the aforementioned rate.

Section 2.3 Signature of Bonds

The Bonds may be signed for and on behalf of the Grantor by any officer or director of the Grantor or any other Person designated by the Grantor, or any Person who has signed this Hypothec for and on behalf of the Grantor.

Section 2.4 Execution

The execution of the Bonds by the Grantor shall constitute conclusive evidence that the Bonds have been issued hereunder but shall not be construed as a representation or warranty by the Attorney as to the validity of this Hypothec, the security constituted hereby or the Bonds, and the Attorney shall in no way be liable for the use made of the Bonds or the proceeds thereof.

Section 2.5 Hypothecation, Deposit and Assignment

The Bonds may be hypothecated, pledged, deposited or assigned by the Grantor as security for any indebtedness or any other obligations, direct or indirect, present or future, of the Grantor or any other person, or may be sold or otherwise alienated. In the event of such hypothec, pledge, deposit or assignment, the extinction of the underlying indebtedness or obligation shall not constitute payment of the Bonds.

Section 2.6 Rank

All Bonds shall rank equally and shall be equally and rateably secured by the hypothec constituted hereunder.

Section 2.7 Replacement of Bonds

Upon request from a Bondholder and subject to such reasonable requirements as the Attorney may prescribe, including an appropriate indemnity by such Bondholder to the Grantor, the Grantor shall issue and deliver a new Bond certificate in place of a Bond certificate requiring replacement by reason of such certificate having been lost, mutilated or destroyed or for any other reason.

ARTICLE 3
CHARGE

Section 3.1 Hypothec

(a) To secure the payment of the Indebtedness and of the expenses and charges incurred by the Attorney to obtain payment of the Indebtedness or to conserve the Charged Property, the Grantor hereby hypothecates the Charged Property in favour of the Attorney for the principal sum of ONE HUNDRED FIFTY MILLION DOLLARS ($150,000,000), together with interest thereon from the date hereof at the rate of twenty-five percent (25%) per annum, calculated semi-annually and not in advance.

(b) The hypothec granted hereunder does not constitute and shall not constitute nor be construed as a floating hypothec within the meaning of Article 2715 of the *Civil Code of Quebec*.

(c) To the extent that the Grantor has not obtained a consent of the applicable third party to the hypothecation of its rights in the Special Property, the hypothec against such rights in the Special Property is granted under the suspensive condition that the consent of the other party be obtained or requirement for consent waived. Upon consent being obtained or waived, the hypothec created above shall apply to the applicable Special Property and without necessity of any further agreement or other assurance to effect the hypothecation thereof.

Section 3.2 Continuing Security

The hypothec created herein is continuing security and will subsist notwithstanding any fluctuation or repayment of the obligations hereby secured. The Grantor shall be deemed to obligate itself again, as provided in Article 2797 of the *Civil Code of Quebec*, with respect to any future obligation hereby secured.

Section 3.3 Representations, covenants, etc.

The Grantor hereby makes and reiterates all of the declarations, representations, warranties and covenants of, or applicable to, the Grantor set forth in the Credit Agreement, *mutatis mutandis*.

ARTICLE 4
ADDITIONAL PROVISIONS WITH RESPECT TO THE HYPOTHEC ON CLAIMS

Section 4.1 Debt Collection

The Attorney hereby authorizes the Grantor to collect all Claims forming part of the Charged Property as the same fall due and payable according to the terms of each of the documents evidencing such Claims.

Section 4.2 Withdrawal of Authorization to Collect

The Attorney may, at its sole discretion, upon the occurrence and during the continuance of an Event of Default, withdraw the authorization granted above, by giving notice as prescribed by Applicable Law, whereupon the Attorney shall immediately be entitled to collect all Claims referred to in such notice. The debtors under such Claims shall comply with the notice sent by or on behalf of the Attorney and thereafter shall pay all Claims to the Attorney without inquiry into the state of accounts between the Attorney and the Grantor or between any Bondholder and the Grantor.

Section 4.3 Accounts and Records

Should the Attorney serve a notice withdrawing the authorization granted to the Grantor to collect the Claims as provided for above, the Grantor hereby agrees that all accounts and records maintained by the Attorney with respect to any such Claims received and their application by the Attorney shall be prima facie conclusive and binding unless proven to be wrong or incorrect.

Section 4.4 Powers in Connection with Collection of Claims

Without limiting or otherwise restricting the Attorney's rights as set forth herein or under Applicable Law, upon the occurrence and during the continuance of an Event of Default, the Attorney is irrevocably authorized in connection with the collection of the Claims, as the Grantor's agent and mandatary, to:

(a) grant delays, take or abandon any security;

(b) grant releases and discharges, whole or partial, with or without consideration;

(c) endorse all cheques, drafts, notes and other negotiable instruments issued to the order of the Grantor in payment of the Claims;

(d) take conservatory measures and appropriate proceedings to obtain payment of the Claims;

(e) negotiate and settle out of Court with the debtors of the Claims, their trustee if there is a bankruptcy or insolvency, or any other legal representative, the whole as it deems appropriate; and

(f) deal with any other matter relating to the Claims, in its discretion, without the intervention or the consent of the Grantor;

the Attorney shall not however be liable for any damages or prejudice which may result from its fault, other than its intentional fault, wilful misconduct or gross negligence.

Section 4.5 Collection of Debts by Grantor

If, despite the withdrawal of authorization by the Attorney in accordance with the terms hereof, any Claims are paid to the Grantor, the Grantor shall be deemed to have received such amounts for the account and on behalf of the Attorney and shall pay all such amounts to the Attorney forthwith upon receipt.

Section 4.6 Further Assurances

If and when requested by the Attorney, the Grantor shall remit to the Attorney all documents which are useful or necessary for the purposes set forth in this Article 4, shall sign any useful or necessary documents without delay, and, as the case may be, shall collaborate in the collection by the Attorney of the Claims.

Section 4.7 Waiver

The Grantor hereby waives any obligation the Attorney may have to inform the Grantor of any irregularity in the payment of any Claims.

Section 4.8 Limitation of Attorney's Liability

The Attorney shall not be liable or accountable for any failure to collect, realize, dispose of, enforce or otherwise deal with the Claims or any part thereof and shall not be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Attorney, the Grantor or any other Person in respect of the Claims and shall not be liable or responsible for any loss or damage whatsoever which may accrue in consequence of any such failure whether resulting from the negligence of the Attorney or any of its officers, employees, mandataries, solicitors, attorneys, receivers or otherwise other than by way of their gross negligence, wilful misconduct or intentional fault.

ARTICLE 5
REMEDIES

Section 5.1 Acceleration

Upon the occurrence and during the continuance of an Event of Default, the entire Indebtedness shall, at the option of the Attorney in its sole discretion, immediately become due and payable, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each of which are hereby expressly waived, and all the Attorney's rights and remedies under this Hypothec and otherwise under Applicable Law shall immediately become enforceable and the Attorney shall, in addition to any other rights, recourses and remedies it has, forthwith be entitled to exercise any and all hypothecary rights prescribed by the *Civil Code of Quebec*.

Section 5.2 Agent

The Attorney may appoint any one or more agents who shall be entitled to exercise the powers and rights vested in the Attorney pursuant to this Hypothec and under Applicable Law.

Section 5.3 Attorney May Act on Advice of Professionals

The Attorney may execute any of the powers imposed or conferred upon it under this Hypothec, and perform any duties required of it, by or through attorneys or agents and, in relation to this Hypothec, may act on the opinion or advice of or information obtained from any lawyer, valuer, surveyor, broker, auctioneer, accountant or other expert, whether obtained by the Attorney or by the Grantor or otherwise, and shall not be responsible for any loss occasioned by acting or not acting thereon, unless occasioned by its intentional fault, wilful misconduct or gross negligence, and shall be entitled to take legal or other advice and employ such assistance as may be necessary to the proper discharge of its duties, and to pay proper and reasonable compensation to such agents and attorneys for all such legal and other advice or assistance as aforesaid.

Section 5.4 Attorney's Right to Perform Obligations

If the Grantor shall fail, refuse or neglect to make any payment or perform any act required hereunder, then while any Event of Default exists, and without notice to or demand upon the Grantor and without waiving or releasing any other right, remedy or recourse the Attorney may have as a result of or in relation to such Event of Default, the Attorney may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of the Grantor, and shall have the right to take all such action and undertake such expenditures as it may deem necessary or appropriate. If the Attorney shall elect to pay any sum due with reference to the Charged Property, the Attorney may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created hereunder, the Attorney shall not be bound to inquire into the validity of any apparent or threatened adverse title, hypothec, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. The Grantor shall indemnify the Attorney for all losses, expenses, damages, claims and causes of action, including legal fees (on a solicitor and client basis), incurred or accruing by reason of any acts performed by the Attorney pursuant to the provisions of this Section 5.4. All sums paid by the Attorney pursuant to this Section 5.4, and all other sums expended by the Attorney for which it shall be entitled to be indemnified, shall be added to the Indebtedness, shall be secured by this Hypothec and shall be paid by the Grantor to the Attorney upon demand.

Section 5.5 Mise en demeure

Except as otherwise expressly provided herein or in the Credit Agreement, no notice or *mise en demeure* of any kind shall be required to be given to the Grantor by the Attorney for the purpose of putting the Grantor in default, the Grantor being in default by the mere lapse of time allowed for the performance of an obligation or by the mere happening of an event constituting an Event of Default.

Moreover, notwithstanding anything to the contrary herein or in the Credit Agreement, the Attorney may, while an Event of Default exists, sell or otherwise dispose of any Hypothecated Securities which are "securities" or "security entitlements" (within the meaning of *An Act Respecting the Transfer of Securities and Establishment of Security Entitlements* (Québec)), without having to give a prior notice, obtain voluntary surrender thereof or observe the time limits prescribed by Applicable Law.

Section 5.6 Exercise of Recourses

In exercising any of the rights, recourses or remedies available hereunder, the Attorney may at its discretion, in respect of all or any part of the Charged Property or any other security held by the Attorney, exercise such rights, recourses and remedies as are available hereunder or under Applicable Law, as it elects to exercise, without prejudicing the other rights, recourses and remedies available to the Attorney in respect of all or part of the Charged Property or any other hypothec or other security held by the Attorney. The Attorney may exercise any of such rights, recourses and remedies in respect of all or any part of the Charged Property (or any other security held by the Attorney), simultaneously or successively. It is further understood that the Attorney shall be entitled to exercise and enforce all of the rights and remedies available to it, free from any control of the Grantor provided, however, that the Attorney shall not be bound to realize any specific security nor exercise any right or remedy as aforesaid and shall not be liable for any loss which may be occasioned by any failure to do so.

Section 5.7 Surrender

If a prior notice of the Attorney's intention to exercise a hypothecary right is given to the Grantor, the Grantor shall, and shall cause any other Person in possession of the Charged Property subject to such prior notice, to immediately surrender same to the Attorney and shall execute, and cause to be executed all deeds and documents required to evidence such surrender to the Attorney.

Section 5.8 Extension of Time and Waiver

Neither any extension of time given by the Attorney to the Grantor or any Person claiming through the Grantor, nor any amendment to this Hypothec or other dealing by the Attorney with a subsequent owner of the

Charged Property will in any way affect or prejudice the rights of the Attorney against the Grantor or any other Person or Persons liable for payment of the Indebtedness or any indebtedness secured by any pledge or deposit of a Bond. The Attorney may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Attorney will extend to, or affect, any subsequent Event of Default or the rights of the Attorney arising from such Event of Default. Any such waiver must be in writing and signed by the Attorney. No failure on the part of the Attorney or the Grantor to exercise, and no delay by the Attorney or the Grantor in exercising, any right pursuant to this Hypothec will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right.

Section 5.9 Cancellation of Hypothec and Release

Promptly following the full payment and satisfaction of the Indebtedness, the Attorney shall execute and deliver a cancellation of this Hypothec. All reasonable legal and other expenses for the preparation, execution, delivery and registration of the cancellation shall be paid by the Grantor upon demand. The Grantor shall register such cancellation. The Attorney may release in its discretion and at any time any Person or any part or parts of the Charged Property from all or any part of the Indebtedness or the security either with or without any consideration and without releasing any other part of the Charged Property or any other Person from this Hypothec or from any of the covenants contained in this Hypothec, and without being accountable to the Grantor for the value of the Charged Property released or for any money except that actually received by the Attorney. The Attorney may grant renewals, extensions, indulgences, releases and discharges may take security from and give the same up, may abstain from taking security from, may accept compositions and proposals, and may otherwise deal with the Grantor and all other Persons and security as the Attorney may see fit without prejudicing the rights of the Attorney hereunder.

ARTICLE 6
ADDITIONAL RIGHTS OF THE ATTORNEY

Section 6.1 Additional Rights

The Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the following provisions shall apply to supplement the provisions of any Applicable Law and without limiting any other provisions of this Hypothec dealing with the same subject matter:

(a) The Attorney shall be the irrevocable mandatary and agent of the Grantor, with power of substitution, in respect of all matters relating to the enforcement of all rights, recourses and remedies of the Attorney. The

Attorney shall, as regards all of the powers, authorities and discretions vested in it hereunder, have the absolute and unfettered discretion as to the exercise thereof whether in relation to the manner or as to the mode or time for their exercise.

(b) Without limiting the generality of Section 6.1(a), the Grantor agrees that the Attorney may but is not obliged to, at the expense of the Grantor, for the purposes of protecting or realizing upon the value of the Charged Property or its rights:

(i) cease or proceed with, in any way the Attorney sees fit, any enterprise of the Grantor, and the administration of the Charged Property, including, without limiting the generality of the foregoing:

A) sign any credit agreement, security document, lease, service contract, construction contract, management contract, development contract, maintenance contract or any other agreement, contract, deed or other document in the name of and on behalf of the Grantor in connection with the Charged Property or any enterprise of the Grantor and renew, cancel or amend from time to time any such agreement, contract, deed or other document;

B) maintain, repair, renovate, operate, alter, complete, preserve or extend any part of the Charged Property in the name of the Grantor including undertaking or completing any construction work at the Grantor's expense;

C) reimburse for and on behalf of the Grantor any third person having a claim against any part of the Charged Property;

D) borrow money or lend its own funds for any purposes related to the Charged Property; and

E) receive the revenues, rents, fruits, products and profits from the Charged Property and endorse any cheque, securities or other instrument;

(ii) dispose of any part of the Charged Property likely to rapidly depreciate or decrease in value;

(iii) use the information it has concerning the Grantor or any information obtained during the exercise of its rights except as may be otherwise provided in the Credit Agreement or any confidentiality agreement;

(iv) fulfil any of the undertakings of the Grantor or of any other Person;

(v) use, administer and exercise any other right pertaining to the Charged Property; and

(vi) do all such other things and sign all documents in the name of the Grantor as the Attorney may deem necessary or useful for the purposes of exercising its rights, recourses and remedies hereunder or under Applicable Law.

(c) In the event of the exercise by the Attorney of any right, recourse or remedy following the occurrence of an Event of Default which is continuing:

(i) the Attorney shall only be accountable to the Grantor to the extent of its commercial practice and within the delays normally observed by the Attorney and the Attorney shall not be obliged to with respect to the Charged Property or any enterprise operated by or on behalf of the Grantor;

A) make inventory, take out insurance or furnish any security;

B) advance any sums of money in order to pay any expenses not even those expenses that may be necessary or useful; or

C) maintain the use for which the enterprise of the Grantor or any Charged Property is normally intended, make it productive or continue its use;

and shall not be held liable for any loss whatsoever other than as a result of its gross negligence, wilful misconduct or intentional fault;

(ii) any and all sums of money remitted to or held by the Attorney may be invested at its discretion, without the Attorney being bound by any legislative provisions relating to the investment or administration of the property of others, the Attorney is not obliged to invest or pay interest on amounts collected even where such amounts exceed the amounts due by the Grantor;

(iii) the Attorney may itself, directly or indirectly, become the owner of the whole or any part of the Charged Property to the extent not prohibited by Applicable Law;

(iv) the Attorney may, at the time it exercises its rights, renounce to a right belonging to the Grantor, make settlements and grant discharges and mainlevées, even without consideration;

(v) in the event the Attorney exercises its hypothecary right of taking in payment and the Grantor requires the Attorney to sell the whole or any part of the Charged Property, the Grantor acknowledges that the Attorney shall not be required to renounce to its hypothecary right of taking in payment unless, prior to the expiration of the time limit to surrender, the Attorney (i) shall have received security, which the Attorney deems satisfactory, to the effect that the sale will be made at a price sufficient to pay all amounts owing under the Bonds and to enable the Attorney to be paid its claim in full, (ii) shall have been reimbursed the costs it shall have incurred, and (iii) shall have been advanced all amounts necessary for the sale of the Charged Property;

(vi) in the event that the Attorney sells the whole or any part of the Charged Property, it will not be required to obtain any prior appraisal from a third party; and

(vii) the sale of the Charged Property may be made with legal warranty on the part of the Grantor or, at the option of the Attorney, with total or partial exclusion of warranty.

(d) The Attorney shall only be bound to exercise reasonable prudence and diligence in the execution of its rights and performance of its obligations under the terms of this Hypothec or under Applicable Law and the Attorney shall not be responsible for prejudice that may result from its fault or that of its agents or representatives, with the exception of its gross negligence, wilful misconduct or intentional fault.

(e) The Attorney shall not be responsible in respect of any obligations undertaken in the exercise of its powers under the terms of this Hypothec or under Applicable Law, even in any case where the Attorney may have exceeded its powers, or by reason of any delay, omission or any other act made in good faith by the Attorney or its representatives with the exception of obligations undertaken or acts made further to gross negligence, wilful misconduct or intentional fault.

ARTICLE 7
THE ATTORNEY

Section 7.1 Acting as the Person Holding the Power of Attorney

The Grantor hereby acknowledges and consents that the Attorney shall hold the hypothec granted pursuant to this Hypothec for the benefit of the Bondholders and shall act as "*fondé de pouvoir*" of the Bondholders within the meaning of Article 2692 of the *Civil Code of Quebec*. The Attorney may perform any act necessary to the performance of its duties.

To the extent necessary or otherwise required by Applicable Law, and without prejudice to any such appointment or designations in the Credit Agreement or any other agreement or instrument, the Grantor hereby (i) appoints and designates the Attorney as the "*fondé de pouvoir*" of the Bondholders within the meaning of Article 2692 of the *Civil Code of Quebec*, (ii) appoints and designates the Attorney as agent, mandatary, custodian and depositary of any Person in favour of whom any Bond issued hereunder is pledged or deposited as security for any indebtedness or obligation, and (iii) waives any right the Grantor may have under Section 32 of the *Act respecting the Special Powers of Legal Persons* (Quebec).

Section 7.2 Subsequent Holders of Bonds

Any Person who becomes a Bondholder shall benefit from the provisions hereof and the appointment of the Attorney as "*fondé de pouvoir*" of the Bondholders and, upon becoming a Bondholder, irrevocably authorizes the Attorney to perform such function. Each holder of a Bond, by its acceptance thereof (a) acknowledges that the first issue of a Bond has been or may be purchased from the Grantor by the Attorney, by underwriting, purchase, subscription or otherwise, and (b) waives any right it may have under Section 32 of the *Act respecting the Special Powers of Legal Persons* (Quebec).

Section 7.3 Protection of Persons Dealing with Attorney

No Person dealing with the Attorney or its agents need inquire whether the hypothec hereby constituted has become enforceable or whether the powers which the Attorney is purporting to exercise have become exercisable.

Section 7.4 Delegation of Powers

The Attorney may delegate the exercise of its rights or the performance of its obligations hereunder to another Person, including a Bondholder. In that event, the Attorney may furnish that Person with any information it may have concerning the Grantor or the Charged Property.

Section 7.5 Successors

The rights of the Attorney hereunder shall benefit any successor of the Attorney, including any Person resulting from the amalgamation of the Attorney with any other Person.

Section 7.6 Possession or Production of Bonds not Required

The Attorney may exercise all of its rights hereunder without possession of the Bonds and without having to produce same in support of any judicial proceeding or trial in connection therewith.

Section 7.7 Resignation and Removal of Attorney

The Attorney may at any time resign hereunder upon not less than thirty (30) day notice in writing to the Grantor and to the Bondholders or upon such shorter notice as the Bondholders may accept; the Bondholders may then appoint a new *"fondé de pouvoir"*. The Bondholders may also remove the Attorney and appoint a new *"fondé de pouvoir"* in its place and stead, upon not less than thirty (30) day notice in writing to the Attorney and to the Grantor or upon such shorter notice as the Attorney may accept. Such new *"fondé de pouvoir"*, without further act, shall be vested with and have the rights and powers granted to the Attorney hereunder and shall be subject in all respects to the conditions and provisions hereof.

Section 7.8 Liability of Attorney

The Attorney shall only be accountable for reasonable diligence in the performance of its duties and the exercise of its rights hereunder, and shall only be liable for its own gross negligence, intentional fault and wilful misconduct.

Section 7.9 Unfettered Discretion to Exercise Powers

The Attorney, except as herein otherwise provided, shall, with respect to all rights, powers and authorities vested in it, have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the mode and time for the exercise thereof, and in the absence of fraud, it shall be in no way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

Section 7.10 Attorney not Required to Act and Limitation of Attorney's Liability in Acting

The Attorney shall have the rights in its discretion to proceed in its name as the person holding the power of attorney (*fondé de pouvoir*) hereunder to the enforcement of the security hereby constituted by any remedy provided by Applicable Law, whether by legal proceedings or otherwise but it shall not be bound to do or to take any act or action in virtue of the powers conferred on it by these presents unless and until it shall have been required to do so by way of an instrument signed by the Bondholders; the Attorney shall not be responsible or liable, otherwise than as the person holding the power of attorney (*fondé de pouvoir*), for any debts contracted by it, for damages to Persons or property of for salaries or non-fulfilment of contracts during any period for which the Attorney shall take possession of the Charged Property pursuant to Applicable Law, nor shall the Attorney be liable to account for anything except actual revenues or be liable for any loss on realization or for any default or omission for which a hypothecary creditor might be liable; the obligation of the Attorney to commence or continue any act, action or proceeding under this Hypothec shall, at the option of the Attorney, be

conditional upon the Bondholders furnishing, when required, sufficient funds to commence or continue such action or proceeding and indemnity reasonably satisfactory to the Attorney.

Section 7.11 Obligation to Act on Instructions of Bondholders

The Attorney shall be obliged to act and shall act and be fully protected in acting pursuant to the written instructions of the Bondholders in connection with any proceedings, act, power, right, matter or thing relating to or conferred by or to be done under this Hypothec.

ARTICLE 8
SCHEDULES

Section 8.1 First Schedule

The following is the First Schedule referred to in this Hypothec:

BOND

CANADA **No.:_____**
PROVINCE OF QUEBEC **Cdn$_____**

COMARK INC., a legal person governed by the laws of Canada (hereinafter called the "**Grantor**"), for value received, promises to pay, on demand, to **SALUS CAPITAL PARTNERS, LLC** as agent, mandatary, custodian and depositary (the "**Agent**") or to its order, at its office located at 250-197 First Avenue, Needham Heights, Massachusetts, 02494-2816 US, or at such other place as it may direct, the sum of _____ dollars ($_____), in lawful money of Canada, with interest thereon from the date hereof at the rate of twenty-five percent (25%) per annum, both before and after maturity, with interest on overdue interest at the same rate.

This Bond is issued under and secured by a Deed of Hypothec (as amended, modified or supplemented from time to time, the "**Deed of Hypothec**") executed by the Grantor before Notary Amanda Gutberg, on October 29, 2014, in favour of SALUS CAPITAL PARTNERS, LLC as *fondé de pouvoir* for the Bondholders (as defined in the Deed of Hypothec) and this Bond is subject to, and its holder is bound by, the provisions of the Deed of Hypothec and the Bond Pledge Agreement entered into on the date hereof between the Grantor and the Agent in respect of this Bond.

This Bond shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Grantor has caused this Bond to be signed by its undersigned representative and to be dated the _____ day of _____.

COMARK INC.

_____

Per:

ARTICLE 9
MISCELLANEOUS

Section 9.1 General Indemnity

The Grantor shall protect, defend, indemnify and save harmless the Attorney and its shareholders, directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable legal fees and expenses), imposed upon or incurred by or asserted against the Attorney by reason of holding this Hypothec or any interest therein or receipt of any Claims, or any other action or failure to act in relation to the Charged Property or the exercise of any rights or recourses of the Attorney, save and except to the extent resulting from the Attorney's gross negligence, intentional fault and/or willful misconduct.

Section 9.2 Amendments and Waivers

No amendment of any provision of this Hypothec shall be effective unless in writing and signed by the parties hereto. No waiver of any provision of this Hypothec shall be effective unless in writing and signed by the party against whom enforcement is sought.

Section 9.3 Waivers

No course of dealing on the part of the Attorney, its officers, employees, consultants or agents, nor any failure or delay by the Attorney with respect to exercising any right, power or privilege of the Attorney shall operate as a waiver thereof.

Section 9.4 Payment to Third Parties

If the Attorney is at any time or from time to time required to make a payment in connection with the security constituted by this Hypothec, such payment and all reasonable costs of the Attorney (including legal fees and other expenses) shall be immediately payable by the Grantor to the Attorney.

Section 9.5 Notices

All notices and communications hereunder shall be given to the addresses and otherwise made in accordance with the Credit Agreement with the address of the Agent being used for the Attorney.

Section 9.6 Governing Law

This Hypothec shall be governed by and construed in accordance with the Applicable Law of the Province of Quebec and the Applicable Laws of Canada.

Section 9.7 Paramountcy

In the event of inconsistency or contradiction between the provisions of this Hypothec and those of the Credit Agreement, the provisions of the Credit Agreement shall prevail except that the provisions hereof shall prevail insofar as they relate to the creation and enforcement of the hypothec created hereby.

Section 9.8 Security Document

This Hypothec shall be deemed to be a "Security Document" as such term is defined in the Credit Agreement.

Section 9.9 Language

The parties hereto confirm that they have requested that this Hypothec and all related documents be drafted in English. *Les parties aux présentes ont exigé que le présent acte et tous les documents connexes soient rédigés en anglais.*

WHEREOF ACTE:

THUS DONE AND PASSED, at the City of Montreal, Province of Quebec, and remaining of record in the office of the undersigned Notary, under the minute one hundred sixty five (165).

AND after the Grantor and the Attorney had declared to the undersigned Notary that they had taken cognizance of the present deed and had exempted the undersigned Notary from reading same or causing same to be read, the said representatives of the Grantor and the Attorney signed this deed in the presence of the undersigned Notary who also signed.

SALUS CAPITAL PARTNERS, LLC

Per: Keyvan Nassiry

COMARK INC.

Per: Howard Rosenoff

Amanda Gulberg, Notary