

FORM PTO-1619A
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
PATENT

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

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

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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REEL: 013532 FRAME: 0098

FORM PTO-1619B
Expires 06/30/99
OMB 0651-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

Application Number(s) or Patent Number(s) Mark if additional numbers attached

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

Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,007,861"/>	<input type="text" value="5,662,489"/>	<input type="text" value="5,261,126"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT

PCT PCT PCT

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

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

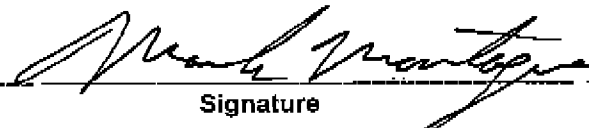
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark Montague  4/1/03

Name of Person Signing Signature Date

CABLETEL COMMUNICATIONS CORP.
(Incorporated under the laws of the Province of Ontario)

DEBENTURE
(Ontario)

\$20,000,000.00

A. PROMISE TO PAY

1. CABLETEL COMMUNICATIONS CORP. (the "**Company**") for value received hereby agrees with ABN AMRO BANK N.V., CANADA BRANCH, (the "**Secured Party**") that it will on demand (or on such earlier date as the principal moneys hereby secured may become payable as hereinafter provided) pay to the Secured Party the principal sum of \$20,000,000.00 of lawful money of Canada. The Company will also pay to the Secured Party, as and when demanded, interest on the said principal sum. The Company will pay such interest at the rate of 25% per annum calculated and payable monthly not in advance, both before and after demand and before and after default, judgment and execution from the date hereof until payment in full of all amounts owing hereunder.

B. GRANT OF MORTGAGES, CHARGES AND SECURITY INTERESTS

2. As security for payment of the principal and interest and all other indebtedness and liability from time to time payable hereunder, the Company hereby:

(a) mortgages and charges (subject to the exceptions hereinafter contained) as and by way of a fixed and specific mortgage and charge to and in favour of the Secured Party and grants to the Secured Party a security interest in, all real and immovable property (including, by way of sublease, all present and after-acquired leasehold interests in real and immovable property) now or hereafter owned or acquired by the Company and all buildings, erections, improvements, fixtures and plant now or hereafter owned or acquired by the Company (whether the same form part of the realty or not) and all appurtenances to any of the foregoing including, without limiting the generality of the foregoing, the real and immovable property described in Appendix "A" hereto (the "**Lands**"); "real and immovable property" shall include any interest in or right with respect to real and immovable property;

(b) mortgages and charges to the Secured Party as and by way of a fixed and specific mortgage and charge, and grants to the Secured Party a security interest in, all its present and after-acquired equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired;

(c) mortgages and charges to the Secured Party, and grants to the Secured Party a security interest in, all its present and after-acquired inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;

(d) assigns, transfers and sets over to the Secured Party, and grants to the Secured Party a security interest in all its present and after-acquired intangibles, including, without limiting the generality of the foregoing, the intellectual property set out on Appendix "B" hereto and all its present and after-acquired book debts, accounts and other amounts receivable, contract rights and choses in action of every kind or nature including insurance rights arising from or out of the assets referred to in subparagraphs (a), (b) or (c) hereof, goodwill, chattel paper, instruments of title, investments, money and securities;

(e) charges in favour of the Secured Party as and by way of a floating charge, and grants to the Secured Party a security interest in, its business and undertaking and all its present and after-acquired real and personal property and assets, moveable or immovable, of whatsoever nature and kind (other than property and assets hereby validly assigned or subjected to a specific mortgage, charge or security interest by subparagraphs (a), (b), (c) or (d) hereof and the exceptions hereinafter contained); and

(f) assigns, mortgages and charges in favour of the Secured Party and grants to the Secured Party a security interest in the proceeds arising from any of the assets referred to in this paragraph 2;

all of which present and after-acquired property and assets of the Company referred to in subparagraphs 2 (a), (b), (c), (d), (e) and (f) hereof are hereinafter collectively called the "Charged Assets". All rights of the Secured Party hereunder and all obligations of the Company hereunder, shall be absolute and unconditional irrespective of:

- (i) any lack of validity or enforceability of any loan document including, without limitation, the credit agreement dated as of May 13, 2002 made between the Company, as borrower, and the Secured Party, as lender (which, as amended, supplemented or restated from time to time is hereinafter referred to as the "Credit Agreement"), the guarantee granted by Stirling Connectors U.S.A., Inc. (the "Guarantor") to the Secured Party in connection therewith (the "Guarantee"), any other agreement with respect to the indebtedness and liability secured hereby or any other agreement or instrument related to the foregoing;
- (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the indebtedness and liability under the Credit Agreement or the Guarantee or any indebtedness or liability secured hereby or any other amendment or waiver of or consent to any departure from any guarantee, any loan document, including, without limitation, the Credit Agreement and the Guarantee, or any other agreement or instrument;
- (iii) any exchange, release or nonperfection of any Charged Asset or any release or amendment or waiver of or consent to or departure from any guarantee for all or any indebtedness or liability under the Credit Agreement or the Guarantee or any indebtedness or liability secured hereby; or
- (iv) any other circumstances which might otherwise constitute a defense available to, or discharge of, the Company, the Guarantor or any other obligor in respect of the indebtedness or liability secured by or in respect of this debenture.

C. LOCATION OF CHARGED ASSETS

3. The Company hereby represents and warrants to the Secured Party that the Charged Assets are presently at the locations referred to in Appendix "A" hereto and such other locations as set out in the Credit Agreement.

4. The Charged Assets are on the date hereof primarily situated or located at the locations referred to in paragraph 3 hereof but may also be located at other places while in transit to and from such locations and premises.

D. LEASES CHARGED

5. The Company represents and warrants to the Secured Party that, as of the date hereof, the leases listed in Appendix "C" hereto (collectively, the "Leases" and individually, a "Lease") are valid and subsisting and not surrendered or forfeited, the rents and covenants therein reserved and contained in the Leases have been duly paid and performed by the Company and the Company has full right, power and authority to mortgage and charge the Leases and the Company's leasehold interests in the Lands described in Appendix "A" hereto. In the event any consent to mortgage or charge is required by a Lease (or any other lease to the Company of real and immovable property) and such consent has not been obtained on the date hereof, this debenture shall not charge such Lease (or such other lease) until such consent has been obtained but the Company shall, subject to paragraph 6, hold each such Lease (or each such other lease) in trust for the Secured Party and the Company shall use its best efforts to obtain such consent promptly with respect to each such Lease (or promptly after the Secured Party's further request, with respect to each such other lease).

E. LIMITED EXCEPTIONS TO GRANT OF CHARGE

6. The last day of any term reserved by any lease (including, without limitation, each Lease), oral or written, or any agreement therefor, now held or hereafter acquired by the Company, and whether falling within the general or particular description of the Charged Assets, is hereby and shall be excepted out of the mortgage, charge and security interest hereby or by any other instrument created, but the Company shall stand possessed of the reversion of one day remaining in the Company in respect of any such term, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term shall direct.

F. AGREEMENTS OF THE COMPANY

7. The Company and the Secured Party covenant and agree that:

(a) they have not agreed to postpone the time for attachment of the security interests granted hereby with respect to the Charged Assets presently existing and that such security interests shall attach to the Charged Assets acquired after the date hereof as soon as the Company has rights in such assets;

(b) in accordance with subsection 7(3) of the *Land Registration Reform Act* (Ontario) (the "LRRRA"), the covenants deemed to be included in a charge by subsection 7(1) of the LRRRA are expressly excluded from this debenture; and

(c) subject to paragraph 22 hereof, the Company releases to the Secured Party all of the Company's right, title and interest in and to the Charged Assets and every part thereof and the Company shall or may not at any time hereafter make any claim to the Charged Assets, challenge the Secured Party's rights thereto or make any demands upon the Secured Party with respect to the Charged Assets and that the Secured Party shall from this time forward be exonerated and discharged of and from all claims and demands which the Company might or could have against the Secured Party with respect to the Charged Assets.

8. The Company represents and warrants to the Secured Party that:

(a) the Company is the sole registered, legal and beneficial owner of an estate in fee simple in the Lands described in Part One of Appendix "A" hereto with good and marketable title thereto, the Company is the sole registered, legal and beneficial owner of the leasehold interests in the Lands described in Part Two of Appendix "A" hereto pursuant to the Leases listed in Appendix "C" hereto, the Lands described in Appendix "A" hereto are free of encumbrances, except for encumbrances permitted under the Credit Agreement (the "**Permitted Encumbrances**"), and each of the Company's leasehold interests in the Lands described in Part Two of Appendix "A" hereto is free of encumbrances or any prior interest whatsoever affecting such Lands, except for the reversionary interest of the applicable landlord therein and except for Permitted Encumbrances;

(b) the Company is the legal and beneficial owner of the remainder of the Charged Assets, free of encumbrances except for Permitted Encumbrances; and

(c) the Company has the corporate right, power and lawful authority to charge and mortgage to the Secured Party, and grant to the Secured Party security interests in all of the Charged Assets as provided for in this debenture and this debenture constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting creditors' rights and the discretion exercisable by Courts of competent jurisdiction in respect of the availability of equitable remedies.

9. The Company agrees with the Secured Party that until all indebtedness and liability owing by the Company to the Secured Party are paid in full or except as otherwise permitted or consented to in writing by the Secured Party:

(a) it will not, without the prior written consent of the Secured Party:

(i) incur, create, assume or permit to exist any further or additional indebtedness except as permitted under the terms of the Credit Agreement;

- (ii) create, assume or permit to exist any liens upon, assign, transfer, mortgage, charge, pledge, hypothecate or otherwise grant security over or a security interest in any of the Charged Assets except to the Secured Party and except for the Permitted Encumbrances or any renewals thereof so long as such renewals do not increase the amount of any indebtedness owed by the Company in respect of such Permitted Encumbrances or as permitted under the Credit Agreement;
 - (iii) sell, transfer, assign, or otherwise dispose of any of the Charged Assets or any group of property and assets forming part of the Charged Assets except as permitted under the terms of the Credit Agreement;
 - (iv) guarantee, endorse or otherwise become surety for or upon the obligations of others except to the Secured Party or except as permitted under the terms of the Credit Agreement;
 - (v) merge or amalgamate with any other corporation except as permitted under the terms of the Credit Agreement;
 - (vi) change the location of its chief executive office, place of business or principal place of residence without providing the Secured Party with fifteen days' prior written notice;
 - (vii) remove the Charged Assets from the locations listed in paragraph 3 hereof unless such removal is in accordance with the terms of the Credit Agreement;
 - (viii) take any action (or not take any action) which would result in a default hereunder or an Event of Default under the terms of the Credit Agreement; or
 - (ix) change its name without giving prior written notice to the Secured Party of the new name and the date upon which such change of name will take effect;
- (b) it will:
- (i) hold the proceeds received from any direct or indirect dealing with the Charged Assets in trust for the Secured Party after the security constituted by this debenture becomes enforceable or any of the Charged Assets are sold other than as permitted pursuant to the provisions of the Credit Agreement;
 - (ii) insure and keep insured the buildings, erections, improvements and all other Charged Assets (including inventory) against loss or damage by fire and other insurable hazards in accordance with the requirements of the Credit Agreement; the Company shall, if required, give to the Secured Party evidence of the payment of premiums and the assignment of such insurance to the Secured Party; should the Company fail to pay any premiums when due then the Secured Party may do so and the cost of such premiums shall be added to the principal amount secured by this debenture; the policy or policies of insurance required by this paragraph shall show the Secured Party as mortgagee and loss payee with priority satisfactory to the Secured Party and shall contain a mortgage clause in form satisfactory to the Secured Party;
 - (iii) keep the then existing Charged Assets in good condition and repair according to the nature and description thereof and the Secured Party may, whenever it deems necessary, either in person or by agent, enter upon and inspect the Charged Assets and the reasonable cost of such inspection shall be payable upon demand and added to the principal sum secured by this debenture and the Secured Party may make repairs as it deems

necessary, and the cost thereof shall be payable on demand and added to the principal sum secured by this debenture;

- (iv) strictly comply with every covenant and undertaking heretofore or hereafter given by it to the Secured Party; and
- (v) permit the Secured Party at any time and from time to time, when the security granted pursuant to this debenture shall have become enforceable, to require any account debtor of the Company to make payment to the Secured Party of any or all amounts owing by the account debtor to the Company and the Secured Party may take control of any proceeds referred to in subparagraph (f) of paragraph 2 hereof and may hold all amounts received from any account debtor and any proceeds as cash collateral as part of the Charged Assets and as security for the indebtedness and liability secured by this debenture.

10. The Company agrees with the Secured Party that:

(a) it will at all times fully perform and comply with all obligations imposed on or assumed by the Company as tenant pursuant to the Leases, and imposed on, assumed by or agreed to by it pursuant to any prior encumbrance of the Lands or any part thereof or its interest therein; the Company hereby expressly grants to the Secured Party, and agrees that the Secured Party shall, upon not less than five (5) days prior written notice to the Company (but without notice if the security constituted hereby shall have become enforceable), have the absolute and immediate right to enter in and upon the Lands or any part thereof to such extent and as often as the Secured Party, in its sole discretion, acting reasonably, deems necessary or desirable, in order to cure any default under any Lease which has been the subject of a written notice to the Company;

(b) upon receipt by the Secured Party from any such prior encumbrancer of any written notice of default by the Company, the Secured Party may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof may be questioned or denied by the Company or by any party on behalf of the Company;

(c) the Company hereby expressly grants to the Secured Party, and agrees that the Secured Party shall have the absolute and immediate right to enter in and upon the Lands or any part thereof to such extent and as often as the Secured Party, in its sole discretion, deems necessary or desirable, in order to cure any such default by the Company;

(d) the Secured Party may pay and expend such sums of money as the Secured Party in its sole discretion, acting reasonably, deems necessary for the purpose of curing any such default by the Company, and the Company hereby agrees to pay to the Secured Party, immediately upon notification by the Secured Party and without demand, all such sums so paid and expended by the Secured Party, together with interest thereon at the rate aforesaid from the date of each such payment;

(e) all sums so paid and expended by the Secured Party and such interest thereon, shall be secured hereby in addition to all other moneys hereby secured and in priority to all other mortgages and charges;

(f) no release or forbearance of any of the Company's obligations pursuant to any Lease or pursuant to any prior encumbrance of the Company's interest in the Lands or any part thereof including, without limitation, the Company's obligations with respect to the payment of rent as provided for in the Lease shall release the Company from any of the Company's obligations pursuant to this debenture;

(g) unless the Secured Party shall otherwise expressly consent in writing, the title in fee simple to the property demised by any Lease and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in a landlord or the Company pursuant to any Lease or in a third party, by purchase or otherwise;

(h) if the Company shall, at any time before payment in full of the indebtedness and liability secured by this debenture, acquire the freehold title to any of the Lands or any part

thereof demised by a Lease, this mortgage and charge shall attach and extend to, and constitute a mortgage and charge of such freehold estate; and

(i) the Secured Party may, at any time or times, by written notice to the Company, designate any of the Company's existing or future leases of real and immovable property to be subject to the provisions of this paragraph 10 and such leases shall thereafter be deemed, for the purposes of this paragraph 10, to be Leases and each provision of this paragraph 10 shall apply to such leases.

11. The Company hereby agrees that it will at all times, both before and after default, do or cause to be done such additional things and execute and deliver or cause to be executed and delivered all such further acts and documents as the Secured Party may reasonably require for the better mortgaging, charging, transferring, assigning, confirming and granting of security interests in the present or future Charged Assets to the Secured Party.

G. DEFAULT

12. Without prejudice to any right of the Secured Party to demand sooner payment of all indebtedness and liability hereby secured, all indebtedness and liability owing by the Company to the Secured Party and hereby secured shall, at the option of the Secured Party, become payable and the security hereby constituted shall become enforceable in each and every of the events following:

(a) the Company fails to pay or perform when due any indebtedness or obligation of the Company to the Secured Party secured hereby; or

(b) any Event of Default (as such term is defined in the Credit Agreement) shall occur.

13. The Secured Party may in writing (and not otherwise) waive any breach by the Company of any of the provisions contained in this debenture or any default by the Company in the observance or performance of any provision of this debenture; provided always that no waiver by the Secured Party shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default, whether of the same or a different nature or the rights resulting therefrom.

H. REMEDIES OF THE SECURED PARTY

14. Without limiting in any way the remedies available to the Secured Party under the terms of the Credit Agreement, whenever the security hereby constituted shall have become enforceable, and so long as it shall remain enforceable, the Secured Party may proceed to realize such security and to enforce its rights by:

(a) entry;

(b) the appointment by instrument in writing of a receiver or receivers of the Charged Assets or any part thereof (which receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Secured Party or not and the Secured Party may remove any receiver or receivers so appointed and appoint another or others in his or their stead);

(c) proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Charged Assets or any part thereof; or

(d) any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity.

In addition, the Secured Party may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Company.

Any receiver or receivers so appointed shall have power to:

(i) take possession of and to use the Charged Assets or any part thereof;

- (ii) carry on the business of the Company (including, but not limited to, the taking or defending of any actions or legal proceedings, and the doing or refraining from doing all other things as to the receiver may seem necessary or desirable in connection with the business, operations and affairs of the Company);
- (iii) borrow money required for the maintenance, preservation or protection of the Charged Assets or any part thereof or the carrying on of the business of the Company;
- (iv) further charge the Charged Assets in priority to the charge of this debenture as security for money so borrowed; and
- (v) sell, lease or otherwise dispose of the whole or any part of the Charged Assets on such terms and conditions and in such manner as the receiver shall determine.

The Secured Party shall not be responsible for any actions or errors of omission by the receiver or receivers in exercising any such powers. Any privately appointed receiver hereunder acts as agent for the Company in carrying on the business of the Company and not as agent for the Secured Party.

In addition, the Secured Party may enter upon, use, occupy and possess the Charged Assets or any part thereof, free from all encumbrances, liens and charges, except for Permitted Encumbrances, without hindrance, interruption or denial of the same by the Company or by any other person or persons save only the applicable landlord, if any, pursuant to its rights of reversion under the Lease on expiry of its term, and may lease or sell the whole or any part or parts of the Charged Assets. Any sale hereunder may be made by public auction, by public tender or by private contract, with or without notice and with or without advertising and without any other formality (except as required by law), all of which are hereby waived by the Company. Such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Secured Party in its sole discretion may seem advantageous. Such sale may take place whether or not the Secured Party has taken possession of the Charged Assets.

The Company agrees to pay to the Secured Party forthwith on demand all expenses incurred by the Secured Party in the preparation, perfection, administration and enforcement of this debenture (including without limitation expenses incurred in considering and protecting or improving the Secured Party's position, or attempting to do so, whether before or after default), all amounts borrowed by the receiver from the Secured Party as hereinbefore provided and all costs, charges, expenses and fees (including, without limiting the generality of the foregoing, the fees and expenses of any receiver and legal fees on a solicitor and client basis) of or incurred by the Secured Party or by any receiver or receivers or agent or agents appointed by the Secured Party in connection with the recovery or enforcing of payment of any moneys owing hereunder, whether by realization, by taking possession or otherwise. All such sums, together with interest thereon at the rate set forth herein, shall be secured by the charges contained herein. To the extent that the aggregate of the principal and accrued interest secured hereby and such borrowed money, costs, fees and expenses exceed the principal amount of this debenture, the Company hereby mortgages and charges and grants a security interest in the Charged Assets to the Secured Party to secure payment of such excess amount.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Secured Party shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this debenture includes a receiver and manager.

15. Any and all payments made in respect of the indebtedness and liability secured by this debenture from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this debenture) may be applied to such part or parts of the indebtedness and liability secured by this debenture as the Secured Party may see fit, and the Secured Party shall at all times and from time to time have the right to change any appropriation as the Secured Party may see fit.

I. RIGHTS OF THE SECURED PARTY

16. The Secured Party may pay and satisfy the whole or any part of any liens, taxes, rates, charges or encumbrances now or hereafter existing in respect of any of the Charged Assets (save and except Permitted Encumbrances) and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the indebtedness and liability secured by this debenture and shall be secured by the mortgages, charges and security interests granted herein. In the event the Secured Party satisfies any such lien, charge or encumbrance, it shall be entitled to all the equities and securities of the person or persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.

17. The Company grants to the Secured Party the right at any time the security hereby constituted shall have been enforceable and so long as it shall remain enforceable, to set off against any and all accounts, credits or balances maintained by it with the Secured Party, the aggregate amount of any of the indebtedness and liability secured by this debenture.

18. The Secured Party, without exonerating in whole or in part the Company, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Company and all other persons and securities as the Secured Party may see fit.

19. Nothing herein shall obligate the Secured Party to extend or amend any credit to the Company.

20. Subject to and in accordance with the terms of the Credit Agreement, the Secured Party may assign, transfer and deliver to any transferee any of the indebtedness and liability secured by this debenture or any security or any documents or instruments held by the Secured Party in respect thereof provided that no such assignment, transfer or delivery shall release the Company from any of the indebtedness and liability secured by this debenture; and thereafter the Secured Party shall be fully discharged from all responsibility with respect to the indebtedness and liability secured by this debenture and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Secured Party under such security, documents or instruments but the Secured Party shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Company shall not assign any of its rights or obligations hereunder without the prior written consent of the Secured Party.

J. MISCELLANEOUS

21. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In the event of conflict between any provision of this debenture and any provision of the Credit Agreement, the provision of the Credit Agreement shall prevail.

22. Until the security hereby constituted shall have become enforceable, the Company shall have quiet possession of the Charged Assets. Upon payment by the Company, its successors or permitted assigns, of all indebtedness and liability of the Company to the Secured Party secured hereby and the fulfillment of all other obligations of the Company to the Secured Party secured hereby and provided that the Secured Party is then under no obligation (conditional or otherwise) to make any further loan or extend any other type of credit to the Company, the Secured Party shall, upon request in writing by the Company, delivered to the Secured Party at 15th Floor, Maritime Life Tower, P.O. Box 114, Toronto-Dominion Centre, Toronto, Ontario, M5K 1G8, and at the Company's reasonable expense, discharge this debenture.

23. This debenture shall be construed in accordance with and be governed by the laws of the Province of Ontario. For the purpose of legal proceedings, this debenture shall be deemed to have been made in the said Province and to be performed therein and the courts of that Province shall have jurisdiction over all disputes which may arise under this debenture. The Company hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of

such courts, provided always that nothing herein contained shall prevent the Secured Party from proceeding at its election against the Company in the courts of any other province, country or jurisdiction.

24. The headings in this debenture are included for convenience of reference only, and shall not constitute a part of this debenture for any other purpose.

25. This debenture is in addition to and not in substitution for any other security now or hereafter held by the Secured Party and shall be general and continuing security notwithstanding that the indebtedness and liability of the Company to the Secured Party shall be at any time or from time to time fully satisfied or paid.

26. This debenture and all its provisions shall enure to the benefit of the Secured Party, its successors and assigns, and shall be binding on the Company, its successors and permitted assigns including any successor by reason of amalgamation of or any other change in the Company.

27. Any demand or notice by the Secured Party in connection with this debenture shall be made or given to the Company at 230 Travail Road, Markham, Ontario, L3S 3J1 in accordance with the provisions of the Credit Agreement, and shall be deemed to have been made or given as set out therein.

28. In construing this debenture, terms herein shall have the same meaning as defined in the *Personal Property Security Act*, (Ontario) unless the context otherwise requires. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation.

29. In the event of a conflict between any provision of the Credit Agreement and any provision of this debenture, the provision of the Credit Agreement shall prevail.

30. The Company hereby acknowledges having received a completed copy of this debenture.

IN WITNESS WHEREOF the Company has executed this debenture as of the 26th day of April, 2002. May

CABLETEL COMMUNICATIONS CORP.

By: [Signature]
Name: [Signature]
Title: President

By: [Signature]
Name: RON ELLIOTT
Title: C.F.O.

APPENDIX "A"

Part One - Legal description of Freehold Lands

None

Part Two - Legal description of Leasehold Lands

Lots 10 and 11, Plan 65M-2757
Town of Markham
Regional Municipality of York

APPENDIX "B"

Intellectual Property

- 1. Trademark: Arrows Design
 Registration No.: 257,176
 Registration Date: March 27, 1981
- 2. Trademark: RFCommunications & Design
 Registration No.: 386,695
 Registration Date: July 19, 1991
- 3. Patent: PUSHPULL CONNECTOR
 Canadian Patent No.: 2,043,532
 U.S. Patent No.: 5,007,861
- 4. Patent: TAPERED COUPLING FOR CABLE HOUSINGS
 Canadian Patent Application No.: 2,179,003
 U.S. Patent No.: 5,662,489
- 5. Patent: GRIP BUSHING CONNECTOR
 Canadian Patent Application No.: 2,207,287
 U.S. Patent No.: 6,261,126

APPENDIX "C"

List of certain leases

Lease dated December 23, 1999 between Tibanda Investments Inc., as Lessor and Cabletel Communications Corp., as Lessee relating to the premises municipally known as 230 Travail Road, Markham, Ontario.