

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest Discharge
CONVEYING PARTY DATA	
Name	Execution Date
Canadian Imperial Bank of Commerce	06/22/2006
RECEIVING PARTY DATA	
Name:	COM DEV LTD.
Street Address:	155 Sheldon Drive
City:	Cambridge
State/Country:	CANADA
Postal Code:	N1R 7H6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6459346
CORRESPONDENCE DATA	
Fax Number:	(416)361-1398
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	BERESKIN AND PARR
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ATTORNEY DOCKET NUMBER:	8989-087/R
NAME OF SUBMITTER:	Isis E. Caulder
Total Attachments: 4 source=DISCHARGE#page1.tif source=DISCHARGE#page2.tif source=DISCHARGE#page3.tif source=DISCHARGE#page4.tif	

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RELEASE AND AMENDING AGREEMENT

THIS RELEASE AND AMENDING AGREEMENT dated as of June 22, 2006

AMONG:

COM DEV INTERNATIONAL LTD. (the "Borrower")

- and -

COM DEV LTD. and COM DEV EUROPE LIMITED (collectively, the Guarantors" and each individually, a "Guarantor")

- and -

CANADIAN IMPERIAL BANK OF COMMERCE (the "Lender")

RECITALS:

- A. The Borrower, the Guarantors and the Lender are parties to a credit agreement dated December 6, 2002 (as amended, restated, supplemented, modified or replaced from time to time the "**Original Credit Agreement**");
- B. The Borrower, the Guarantors and the Lender have agreed to amend and restate the Original Credit Agreement pursuant to an amended and restated credit agreement dated as of June 22, 2006 (as amended, restated, supplemented, modified or replaced from time to time the "**Credit Agreement**"); and
- C. In accordance with the terms of the Credit Agreement, the Lender has agreed to discharge its Security Interest in the Intellectual Property owned by the Borrower and the Guarantors.

In consideration of the execution and delivery of the Credit Agreement and other good and valuable consideration, the parties to this Release and Amending Agreement agree as follows:

- 1. All capitalized terms used herein shall have the meaning ascribed to them in the Credit Agreement unless otherwise defined herein.
- 2. The Lender hereby absolutely and unconditionally releases and forever discharges any and all Security Interests in the Intellectual Property granted in favour of the Lender by the Borrower and the Guarantors pursuant to the Original Credit Agreement including, without limitation, the Security Interests evidenced by registrations with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or any other similar registry (the "**Registrations**").

3. Each intellectual property security agreement dated December 6, 2002 (copies of which are attached as Schedule "A") executed and delivered by the Borrower and the Guarantors in connection with the Original Credit Agreement are hereby cancelled and terminated and are of no further force or effect.
4. Each security agreement dated December 6, 2002 (copies of which are attached as Schedule "B") executed by the Borrower and Com Dev Ltd. executed and delivered in connection with the Original Credit Agreement is hereby amended, effective as of the date hereof, to provide that the Lender shall have no Security Interest in any Intellectual Property whatsoever, such amendments to include, without limitation, by the deleting from the definition of "Personal Property" of the words "(including intellectual property)", and the replacement thereof with the words "(excluding, in all instances, Intellectual Property)," and adding to the definitions in Section 15 thereof the following defined term:

"Intellectual Property" means all intellectual and industrial property including, without limitation, all patents, industrial designs, copyrights, trademarks, trade names, trade secrets, computer software and options and rights to use any of the foregoing and, when the context permits, all registrations and applications that have been made or shall be made or filed in any office in any jurisdiction in respect of the foregoing, and all reissues, extensions and renewals thereof.
5. It is acknowledged and agreed that the amending terms of this Release and Amending Agreement shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Credit Agreement and the Security delivered in connection with the Original Security Agreement, other than as set out in this Release and Amending Agreement. The Security delivered in connection with the Original Credit Agreement shall henceforth be read and construed in conjunction with the amending language contained in this Release and Amending Agreement together with all of the powers, provisions, conditions, covenants and agreements contained or implied therein shall be and shall continue to be in full force and effect.
6. The Lender undertakes and agrees to execute and deliver or to cause to be executed and delivered to the Borrower or the Guarantors, from time to time, at their reasonable request, such further agreements, instruments and other documents as any of them and/or their legal counsel may advise are necessary or desirable to give full effect to the intention of this Release and Amending Agreement or to publicly record any matter arising therefrom including, without limitation, amendments of the debenture dated December 6, 2002 executed by Com Dev Europe Limited in favour of the Lender.
7. The Lender authorizes Gowling Lafleur Henderson LLP and any of its respective agents or representatives to discharge or cause to be discharged the Registrations and this Release and Amending Agreement shall be good and sufficient authority for Gowling Lafleur Henderson LLP or any such agent or representative to do so.

8. This Release and Amending Agreement shall be for the benefit of the Borrower and the Guarantors and each of their respective successors and assigns and shall be binding the Lender and its successors and assigns.
9. This Release and Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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IN WITNESS WHEREOF, this Release and Amending Agreement has been executed this 22nd day of June, 2006.

CANADIAN IMPERIAL BANK OF COMMERCE

Per:



Name: Jason Hoogenboom
Title: Senior Manager

Name:

Title:

I/We have authority to bind the Bank.

COM DEV INTERNATIONAL LTD.

Per:



Gary Calhoun
Chief Financial Officer

I have authority to bind the Corporation.

COM DEV LTD.

Per:

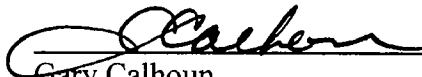


Gary Calhoun
Secretary

I have authority to bind the Corporation.

COM DEV EUROPE LIMITED

Per:



Gary Calhoun
Secretary

I have authority to bind the Corporation.

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