

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
ATX Networks Corp.	10/30/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Canadian Imperial Bank of Commerce
Street Address:	40 Dundas Street West
Internal Address:	Atrium on Bay, 5th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5G 2C2
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	29171996
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(312)321-4299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3123214200
Email:	jcolcord@usebrinks.com
Correspondent Name:	Justin B. Rand
Address Line 1:	Brinks Hofer Gilson & Lione
Address Line 2:	P.O. Box 10395
Address Line 4:	Chicago, ILLINOIS 60610
ATTORNEY DOCKET NUMBER:	14121-40
NAME OF SUBMITTER:	Justin B. Rand

Total Attachments: 7  
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**PATENT  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AGREEMENT** effective as of October 30, 2009 is made by **ATX NETWORKS CORP.**, a corporation incorporated under the laws of Canada, (together with its successors (by way of amalgamation or otherwise) and permitted assigns, the "**Grantor**") and located at 501 Clement Road West, Suite 1, Ajax, Ontario L1S 7H4 in favour of **CANADIAN IMPERIAL BANK OF COMMERCE** and located at 40 Dundas Street West, Atrium on Bay, 5<sup>th</sup> Floor, Toronto, Ontario M5G 2C2, in its capacity as sole Lead Arranger, Bookrunner and Administrative Agent under the Loan Documents, acting for and on behalf of itself and the Lenders (as defined below) (together with its successors and assigns, the "**Administrative Agent**").

**WHEREAS** the Grantor has executed and delivered to the Administrative Agent a general security agreement dated as of August 15, 2008 (as amended, restated, supplemented, modified or replaced from time to time, the "**Security Agreement**") as continuing collateral security for all indebtedness, liabilities and obligations of the Grantor to the Lender under the Credit Agreement and all other Secured Obligations;

**AND WHEREAS** as general and continuing collateral security for the payment and fulfillment of the Secured Obligations, the Grantor has agreed, *inter alia*, to grant, charge and pledge to the Administrative Agent, for and on behalf of and for the benefit of itself and the Lenders, a security interest in the Intellectual Property (as defined below).

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Grantor, the Grantor agrees and covenants with the Administrative Agent and the Lenders, as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Security Agreement.
2. **Grant of Security Interest.** As general and continuing collateral security for the due payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for and on behalf of and for the benefit of itself and the Lenders, a security interest in all of the Grantor's Intellectual Property including, without limitation, the following:
  - (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter acquired or held including, without limitation, those set forth in Schedule "A" attached hereto (collectively, the "**Copyrights**");
  - (b) Any and all confidential, proprietary, and/or trade secret information now or hereafter acquired or held, including without limitation, plans, data, prototypes, manuals, documents, technical information, non-public information regarding patents, or patentable subject matter, research results, and strategies and tactics for researching;
  - (c) Any and all property rights in all computer programs and databases and portions of each of the foregoing owned by the Grantor, in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored from time to time, including any copyright in such Software, including, without limitation, any such copyright set forth on Schedule "A" attached hereto, and both the object code and the source code versions of each such program and portions thereof and all corrections,

updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto;

- (d) Any and all right, title, and interest to patents, patent applications, and including, without limitation, the patents and patent applications listed in Schedule "B" attached hereto, and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part thereof, such rights including, without limitation, any and all priority rights deriving therefrom, and any and all right, title, and interest to the inventions described in the patents or patent applications listed in Schedule "B" attached hereto (collectively, the "**Patents**");
- (e) Any and all trademark and service mark rights, slogans, trade dress, tradenames and internet domain names, registered or not, applications to register and registrations of the same and like protections (excluding any intent to use filings) now or hereafter acquired or held, and the entire goodwill of the business of the Grantor associated therewith including, without limitation, those listed in Schedule "C" attached hereto (collectively the "**Trademarks**");
- (f) Any and all industrial design rights now or hereafter acquired or held including, without limitation, the registrations and applications listed in Schedule "B" attached hereto (collectively, the "**Designs**");
- (g) All licenses or other rights to use any of the Copyrights, Patents, software, Designs, Trademarks, trade secrets, and all license fees and royalties due and/or payable to the Grantor arising from such use, to the extent permitted by such license or rights;
- (h) Any and all claims for damages or compensation for past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property identified above;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Designs; and
- (j) All proceeds from disposition of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. **Limitation on Grant of Security; Exception Regarding Last Day.** If the grant of any Security Interest in any Intellectual Property under Section 2 would result in the termination or breach of the governing agreement relating to such Intellectual Property, then the applicable Intellectual Property will not be subject to any Security Interest under Section 2 but will be held in trust by the Grantor for the benefit of the Secured Parties. The last day of the term of each license granted to the Grantor pursuant to any license agreement shall be excepted from this Agreement and shall not form part of the Intellectual Property. The Grantor shall stand possessed of that day in trust to assign and dispose of it as the Administrative Agent directs.

4. **License Agreements.** The Security Interest granted hereunder shall not extend or apply to any right, title or interest of the Grantor under any present or future license agreements pursuant to which the Grantor is a licensee, to the extent such license agreements prohibit such a Security Interest from being granted without the consent or approval of another person as specified in such agreement and the Security Interest or assignment granted hereunder shall only apply upon such consent or approval being obtained, but the Grantor shall hold its interest therein in trust for the benefit of the Secured Parties and shall grant a Security Interest to the Administrative Agent, for and on behalf and for the benefit of itself and the Lenders, forthwith upon obtaining the consent of the other party thereto.
5. **Additional Security.** The security in respect of the Intellectual Property provided for hereunder is in addition to and not in substitution for any other security now or hereafter held by the Administrative Agent or any Lender in relation to the Secured Obligations.
6. **Authorization and Request.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the Security Interest of the Administrative Agent, for and on behalf and for the benefit of itself and the Lenders, in the Intellectual Property with a register (a "Register") maintained under the legislative or regulatory authority of a nation, country, state, municipality or other political subdivision, or with a register maintained by an authority established pursuant to a treaty (for example, the European Patent Convention), wherein the purpose of the register is to maintain records of documents received by the authority and relating to Intellectual Property registrations or applications for Intellectual Property registration. The Grantor authorizes and requests that the Register record this Agreement.
7. **Registration of Agreement.** The Grantor hereby acknowledges that the Administrative Agent may register a copy of this Agreement or notice thereof. The Grantor shall cooperate with and assist the Administrative Agent, as reasonably requested by the Administrative Agent, with respect to any registrations or notice registrations of or relating to this Agreement which the Administrative Agent deems appropriate.
8. **Administrative Agent and Lenders.** The Grantor hereby acknowledges that the Administrative Agent acts for itself and on behalf of each of the Lenders as administrative agent in connection with the Credit Agreement and the assignments, transfers, pledges, hypothecations and other security interests granted in favour of the Administrative Agent and the Lenders hereunder are and shall be held by the Administrative Agent for the benefit of itself and the Lenders.
9. **Amendments.** This Agreement may not be amended unless the prior written consent of the Administrative Agent has been obtained.
10. **Electronic Transmission.** This Agreement, to the extent signed and delivered by means of electronic transmission (including facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof personally delivered.
11. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and will be treated, in all respects, as an Ontario contract. The Grantor submits and attorns to the non-exclusive jurisdiction of the courts of Ontario. To the extent permitted by Applicable Law, the Grantor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in courts of such Province.

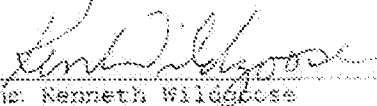
12. **Incorporation by Reference; Conflict.** The Security Interests created pursuant to this Agreement have been granted in conjunction with the Security Interests granted by the Grantor to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the Security Interests created pursuant to this Agreement are without prejudice to, and are in addition to, those rights and remedies set forth in the Security Agreement. All of the Administrative Agent's rights and remedies with respect to the Intellectual Property shall be cumulative. All terms and provisions of the Security Agreement as they relate to the Intellectual Property are herein incorporated by reference. In the event that there is any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Security Agreement, then the provisions of the Security Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency.

***-THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK-***

IN WITNESS WHEREOF the Grantor has executed this Agreement as of the day and year first written above.

ATX NETWORKS CORP.

Per:

  
Name: Kenneth Wilgose  
Title: President

*IP Security Agreement*

## SCHEDULE "B"

### PATENTS & DESIGNS

#### United States Patents and Patent Applications:

##### U.S. Patent No. 5,966,648 Family

- U.S. Patent No. 5,966,648 (surrendered to USPTO)
- U.S. Patent No. RE 40,750, entitled "RF Circuit Module and Chassis Including Amplifier" (reissue of U.S. Patent No. 5,966,648)
- U.S. Patent Application No. 12/454,700, entitled "RF Circuit Module and Chassis Including Amplifier"

##### U.S. Patent Application No. 10/094,513 Family

- U.S. Patent Application No. 10/094,513, published as US 2003-168235 (abandoned)
- U.S. Patent Application No. 10/505,312, entitled "EMI Shield Module," published as US 2006-005981 (continuation-in-part of U.S. Patent Application No. 10/094,513)

##### U.S. Patent No. 6,545,562 Family

- U.S. Patent No. 6,545,562, entitled "Plug Connector for Cable TV Network and Method of Use"
- U.S. Patent No. 6,720,841, entitled "Plug Connector for Cable TV Network and Method of Use"
- U.S. Patent No. 6,888,078, entitled "Plug Connector for Cable TV Network and Method of Use"
- U.S. Patent No. 7,135,649, entitled "Plug Connector for Cable TV Network and Method of Use"
- U.S. Patent No. 7,230,192, entitled "Plug Connector for Cable TV Network and Method of Use"
- U.S. Patent No. 7,563,996, entitled "Plug Connector for Cable TV Network and Method of Use"
- U.S. Patent Application No. 12/456,696, entitled "Plug Connector for Cable TV Network and Method of Use" (continuation of U.S. Patent No. 7,563,996)

##### U.S. Patent No. 6,049,709 Family

- U.S. Patent No. 6,049,709, entitled "RF Circuit Module"
- U.S. Patent No. 6,289,210, entitled "RF Circuit Module"
- U.S. Patent No. 6,650,885, entitled "RF Circuit Module"
- U.S. Patent No. 7,197,294, entitled "RF Circuit Module"
- U.S. Patent Application No. 11/712,233, entitled "RF Circuit Module" (continuation of U.S. Patent No. 7,197,294)

##### U.S. Patent No. D526,645 Family

- U.S. Patent No. D526,645, entitled "Front Face of Telecommunications Module"
- U.S. Patent No. D503,399, entitled "Front Face of Telecommunications Module"
- U.S. Patent No. D547,307, entitled "Front Face of Telecommunications Module"

##### Other Patents

- U.S. Patent No. 5,663,682, entitled "Wide bandwidth combiner-amplifier"
- U.S. Patent No. 5,903,829, entitled "RF equalizer module"



- U.S. Patent No. 5,909,155, entitled "RF splitter/combiner module "
- U.S. Patent No. 5,955,930, entitled "RF directional coupler module"
- U.S. Patent No. 5,963,843, entitled "Amplifier switch controller and system"
- U.S. Patent No. 6,449,768, entitled "Split linked A/B switch apparatus "
- U.S. Patent No. 6,617,947, entitled "Tuning circuit "
- U.S. Patent No. 6,635,821, entitled "Module having angled receptacle"
- U.S. Patent No. 6,734,354, entitled "Cable management apparatus "
- U.S. Patent No. 6,831,527, entitled "Insertion box "
- U.S. Patent No. D481,339, entitled "Chassis door "
- U.S. Patent No. D492,292, entitled "Telecommunications module "
- U.S. Patent No. D495,321, entitled "Telecommunications module"

Other Patents Applications

- U.S. Patent Application No. 12/389,229, published as 2009/0238533, entitled "High density telecommunications chassis with cable management structure"
- U.S. Patent Application No. 11/507,873, published as 2007/0195492, entitled "RF Switching Device"

Foreign equivalents:

