

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Execution Date
Bank of Montreal	08/04/2010

**RECEIVING PARTY DATA**

Name:	Northern Digital Inc.
Street Address:	103 Randall Drive
City:	Waterloo, Ontario
State/Country:	CANADA
Postal Code:	N2V 1C5

**PROPERTY NUMBERS Total: 27**

Property Type	Number
Patent Number:	7353125
Patent Number:	5249581
Patent Number:	5197476
Patent Number:	5295483
Patent Number:	5828770
Patent Number:	5923417
Patent Number:	6061644
Patent Number:	6288785
Patent Number:	7194296
Patent Number:	7137712
Patent Number:	5954648
Patent Number:	6013087
Patent Number:	5817105
Patent Number:	6385482
Patent Number:	6553326

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Patent Number:	6836745
Patent Number:	6625563
Patent Number:	6990427
Patent Number:	7204796
Patent Number:	RE35816
Patent Number:	5198877
Patent Number:	4880971
Patent Number:	5633494
Application Number:	10824846
Application Number:	11332390
Application Number:	11673131
Application Number:	60864031

**CORRESPONDENCE DATA**

Fax Number: (416)862-7661  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4168625739  
Email: arne.fors@gowlings.com  
Correspondent Name: Arne I. Fors  
Address Line 1: 100 King Street West  
Address Line 2: Suite 1600, 1 First Canadian Place  
Address Line 4: Toronto, Ontario, CANADA M5X 1G5

NAME OF SUBMITTER: Arne I. FORS

Total Attachments: 18  
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RELEASE AND DISCHARGE

**TO:** NORTHERN DIGITAL INC. and its predecessors (the "Borrower"), NDI HOLDING CORP., NDI EUROPE GMBH and NORTHERN DIGITAL INC., HONG KONG BRANCH (collectively, the "NDI Group")

**AND TO:** BANK OF MONTREAL, in its capacity as administrative agent (the "Agent") acting for and on behalf of itself and the Lenders under a credit agreement dated as of August 4, 2010 between the Borrower, as borrower, the Lenders, as lenders, the Agent, as administrative agent, and others (the "Syndicated Credit Agreement")

**AND TO:** BANK OF MONTREAL, ROYNAT INC. and such other lenders as may become parties to the Syndicated Credit Agreement from time to time, as lenders (collectively, the "Lenders")

**AND TO:** BMO CAPITAL CORPORATION ("BMOCC")

**AND TO:** GIFFEN LAWYERS LLP, GOWLING LAFLEUR HENDERSON LLP, FRASER MILNER CASGRAIN LLP, FOLEY & LARDNER LLP, KIRKLAND & ELLIS LLP, STOCK ADERS + PARTNER RECHTSANWÄLTE and LOVELLS LLP (collectively, "Legal Counsel")

**RE:** Credit facilities established in favour of the Borrower pursuant to a credit agreement dated as of December 21, 2007 between NDI Acquisition Corp., as borrower (now Northern Digital Inc.), and Bank of Montreal, as lender ("Old BMO") (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Existing Credit Agreement")

**DATE:** August 4, 2010

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RECITALS:

- A. The Borrower is currently indebted to Old BMO pursuant to the Existing Credit Agreement and other agreements, documents and instruments in respect thereof.
- B. Old BMO has been advised that the Borrower plans to repay all indebtedness, liabilities and obligations owing by it to Old BMO in connection with the Existing Credit Agreement including, without limitation, those debts, liabilities and obligations set forth in Schedule "A" attached hereto other than the indebtedness, obligations and liabilities of the Borrower arising from or relating to the Existing Hedging Agreements, the Existing Corporate MasterCards and the Existing Letters of Credit (each term as defined in the Syndicated Credit Agreement) as listed in Schedule "B" attached hereto (collectively, the "Continuing Obligations").


- C. The aggregate outstanding indebtedness, liabilities and obligations owed by the Borrower to Old BMO in connection with the Existing Credit Agreement as at August 4, 2010 is Cdn.\$13,880,808.82 (the "**Payout Amount**").
- D. In connection with the payment of the Payout Amount by the Borrower to Old BMO, the Borrower, the Agent, the Lenders and BMOCC have requested that Old BMO deliver this Release and Discharge.
1. In consideration of payment in full of the Payout Amount, Old BMO hereby acknowledges and agrees that, effective upon (i) receipt by it of the Payout Amount before 4:00 pm on August 4, 2010 in immediately available funds, and (ii) the execution and delivery of the Syndicated Credit Agreement:
- (a) All credit facilities established by Old BMO in favour of the Borrower under the Existing Credit Agreement shall be terminated and cancelled, with no further drawdowns or other credit accommodations permitted thereunder save and except the Continuing Obligations. The terms and conditions of the Continuing Obligations shall continue to remain in full force and effect.
  - (b) All agreements, documents or other instruments relating to, evidencing or comprising any loan document or security interest granted in favour of Old BMO in connection with the Existing Credit Agreement by any member of the NDI Group are hereby cancelled and terminated and are of no further force or effect save and except for (i) credit cardholder agreements in connection with the Existing Corporate MasterCards, (ii) the Existing Hedging Agreements, and (iii) letter of credit agreements and related instruments in connection with the Existing Letters of Credit (collectively, the "**Continuing Agreements**"). The Continuing Agreements shall continue to remain in full force and effect.
  - (c) Old BMO absolutely and unconditionally remises, releases and forever discharges any and all security interests, hypothecs, liens, encumbrances, charges and mortgages granted in favour of it by any member of the NDI Group in connection with the Existing Credit Agreement including, without limitation, (i) the security interests and liens as evidenced by the registrations under the *Personal Property Security Act* (Ontario) and *Uniform Commercial Code* listed in Schedule "C" attached hereto, and (ii) all security interests and liens relating to the Existing Credit Agreement as evidenced by registrations in favour of Old BMO with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or any other register established and maintained under the legislative or regulatory authority of a nation, country, state, municipality or treaty (collectively, the "**Registrations**").
  - (d) Old BMO releases its interest in all policies of insurance held in respect of the Borrower (or any other member of the NDI Group) and its respective assets (to the extent obtained in connection with the Existing Credit Agreement), and agrees that any notation of such interest may be deleted from all of those policies.

- (c) Old BMO authorizes each Legal Counsel, and any of their respective agents, employees or representatives, to discharge or cause to be discharged all financing statements and charges in connection with the Existing Credit Agreement (including, without limitation, those financing statements or charges listed in Schedule "C" attached hereto or otherwise referred to in paragraph 1(c) above) and this Release and Discharge shall be good and sufficient authority for each Legal Counsel, or any such agent, employee or representative, to do so.
2. Old BMO represents and warrants to each member of the NDI Group, the Agent, the Lenders and BMOCC that (i) it has not sold, assigned, encumbered, hypothecated, parted with possession of or granted any interest in all or any part of any security, loan document or other instrument delivered by any member of the NDI Group to Old BMO in connection with the Existing Credit Agreement, and (ii) as of the date hereof, the Registrations constitute all of the registrations, filings and notices affecting or in respect of each member of the NDI Group or their respective undertaking, property or asset, which have been effected by or on behalf of Old BMO in connection with the Existing Credit Agreement.
  3. Old BMO undertakes and agrees to execute and deliver or to cause to be executed and delivered to each member of the NDI Group, the Agent, the Lenders and BMOCC, from time to time, at the Borrower's, the Agent's, any Lender's or BMOCC's reasonable request, and at the expense of the Borrower, registrable discharges of the Registrations and such further agreements, instruments and other documents as the Agent, the Lenders, the Borrower, BMOCC and/or their respective legal counsel may reasonably advise are necessary or desirable to give full effect to the intention of this Release and Discharge or to publicly record any matter arising therefrom.
  4. This Release and Discharge shall be for the benefit of each member of the NDI Group, the Agent, the Lenders, BMOCC and each of their respective successors and assigns and shall be binding upon Old BMO and its respective successors and assigns.
  5. This Release and Discharge shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
  6. For greater certainty, and notwithstanding any other provision of this Release and Discharge, the Syndicated Credit Agreement and any and all security granted in respect of the Syndicated Credit Agreement and all other agreements, documents and instruments in respect of the Syndicated Credit Agreement in favour of the Agent and the Lenders, shall not be subject to the provisions of this Release and Discharge.

IN WITNESS OF WHEREOF, this Release and Discharge has been executed on the date first noted above.

**BANK OF MONTREAL, as lender under the Existing Credit Agreement**

Per:

  
\_\_\_\_\_  
Name: *EITAN M. DOLOBARG*  
Title: *DR. H.C. COO.*

\_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Bank.

*Release and Discharge from BMO (2007 Credit Facilities)*

**SCHEDULE "A"**

**PAYOUT AMOUNT**

1. The aggregate amount owing by the Borrower as at August 4, 2010 under the Operating Facility is Cdn\$0.00 (Nil).
2. The aggregate amount owing by the Borrower as at August 4, 2010 under the Term Facility is Cdn\$13,880,808.82 (per diem interest is \$1,140.51).

SCHEDULE "B"

LIST OF CONTINUING OBLIGATIONS

I. Existing Corporate MasterCards

<u>NAME</u>	<u>CARD #</u>	<u>ACCT. LIMIT</u>
CLAUSEN, PAUL D	5587000001106988	20000.00
SMITH DEPT, ROBIN	5587000001107028	15000.00
BERNARDO DEPT, WENDY	5587000001164375	4000.00
MAYNE DEPT, JULIE	5587000001604503	5000.00
FREITAS DEPT, TERRY	5587000001792555	5000.00
BECKNER, GLEN	5587000002113678	5000.00
CABRAL DEPT, DINIS	5587000002114544	5000.00
POKSZYWKA, BRIAN	5587000002335651	5000.00
NELSON DEPT, RINA	5587000002349082	20000.00
SCHOLZ, MELANIE	5587000002368041	5000.00
CLAUSEN, PAUL D	5587000002384865	20000.00
MACKINNON, ANDY	5587000002397040	5000.00
KENDALL, KITT	5587000002421337	25000.00
KENNARD, JEREMY	5587000002423440	8000.00
SAUNDERS, WANDA	5587000002423457	5000.00
CORP# 503762 RISTAU, DAVID	5587000001106368	2000.00



2. Existing Hedging Arrangements

A. Foreign Exchange Contracts

See attached.








**B. Interest Rate Collar Contracts**

See attached.

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05/09/2008 16:37 BANK OF MONTREAL 416-592-2714 P.002

BMO  Capital Markets

BANK OF MONTREAL

200 Yonge Street  
16th Floor  
TORONTO, ONT  
CANADA, M5B 2L7

Telephone No. 416-592-7440  
Fax: 416-592-7905

05 May 2008

Northern Digital Inc.  
105 Randall Drive  
Waterloo, ON  
Canada, N2V 1C5

Re: Interest Rate Collar (Date Ref. No. 483111/563878 / 563879)

Dear Sir/Madam:

The purpose of this letter agreement is to set forth the terms and conditions of the Swap Transaction entered into between BANK OF MONTREAL ("BMO") and Northern Digital Inc. ("Counterparty") on the Trade Data specified below (the "Swap Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2005 ISDA Definitions (the "Definitions"), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between this Confirmation and the Definitions, this Confirmation shall govern.

1. This Confirmation supplements, forms part of, and is subject to the 1992 ISDA Master Agreement (Multi-Currency) dated as of 27 March 2008, as amended and supplemented from time to time (the "Agreement") between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

2. The terms of the particular Interest Rate Collar Transactions to which this Confirmation relates are as follows:

Nominal Amount:	As specified in Schedule E attached hereto, CAD \$,450,000 (4)
Trade Date:	10 April 2008
Effective Date:	10 April 2008
Termination Date:	31 May 2011, subject to adjustment in accordance with the Modified Following Business Date Convention.
Fixed Rate Payer:	Northern Digital Inc.
Floating Rate Payer:	BANK OF MONTREAL
Cap Rate:	4.55%

483111/563878

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Fixed Rate Payer:	BANK OF MONTREAL
Floating Rate Payer:	Northern Digital Inc.
FLOOR Rate:	2.85%
Knock In Event:	If no reset date, the Floating Rate for any Calculation Period is determined to be equal to or lesser than 2.85%. The payment on the Payment Date for that Calculation period will be based on 2.85%.
Floating Rate Payer Payment Dates:	Subject to adjustment to accordance with the Modified Following Business Day Convention: The last day of May, August, November and February of each year prior to and including the Termination Date, commencing with 31 May 2004.
Calculation Agent:	As Per ISDA Agreement
Floating Rate Option:	CAD-BA-CIDM subject to the occurrence of a Knock In
Floating Rate Day Count Fraction:	Actual/365 (Fixed)
Designated Maturity:	12MONTH
Reset Dates:	First day of each Calculation Period.
Business Day for CAD Payment:	Toronto
Business Dates for Floating Rate Reset:	Toronto

3. Account Details:

Payments to Northern Digital Inc.:

CAD

Payments to BANK OF MONTREAL:

CAD

Trust Advice

BANK OF MONTREAL INTL PAYMENT CTR  
 Trade #: 2102  
 MONTREAL, CANADA  
 Account #: 1651-481  
 ATTN: DERIVATIVES OPERATIONS

05/09/2008	15:54	5129949164	NORTHERN DIGITAL INC	PAGE 04
MAT-08-0008	15:57	BANK OF MONTREAL	416 552 7914	P.004

4. Address for Notices in Connection with the Interest Rate Swap Agreement Transaction:

(a) **BANK OF MONTREAL:**  
 250 King Street  
 15th Floor  
 TORONTO, ON  
 CANADA, M5B 1L7

Attention: Senior Manager  
 Swap Desk  
 Facsimile: 416-552-7903

(b) **Northern Digital Inc.:**  
 103 Dundas Drive  
 Waterloo, ON  
 Canada, N2Y 1C3

Telephone: 519-866-3142  
 Facsimile: 519-885-3501

5. Offices:

- (a) The Office of BANK OF MONTREAL for the Swap Transaction is TORONTO, CANADA.
- (b) The Office of the Counterparty for the Swap Transaction is Waterloo, Canada.

6. Documents to be delivered: Each party shall deliver to the other, at the time of its execution of this Confirmation, evidence of the execution signature and incumbency of each person who is representing the Counterparty on the party's behalf, unless such evidence has previously been supplied in connection with the Agreement and remains true and in effect.

It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que le présent convention et tout les documents y rattachés soient rédigés et signés en anglais.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation and returning it to us.

Please contact Francis Meehan at 416-552-7464, or Kirsten French-Pilgrim at 416-552-7449 if you have any questions or discrepancies.

BMO confirms and the Counterparty acknowledges that the Bank uses a computer-based system to create and transmit Confirmations. The parties hereby acknowledge and accept the use and validity of Confirmations which have been executed by means of an electronically-produced signature, and which have been generated and reproduced by telecopier or similar device. The parties acknowledge that in any legal proceedings between them regarding or in any way relating to this Confirmation, each hereby expressly waives any right to raise any defense or waiver of liability based upon the reproduction of this document by telecopier for evidentiary purposes, or the execution of this document by means of an electronically-generated signature.

Yours sincerely,

BANK OF MONTREAL

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NORTHERN DIGITAL INC

Page: 05

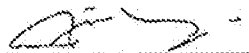
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BANK OF MONTREAL

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By:

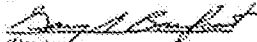
Name:

  
Beaura Yan

*PH*

Northern Digital Inc.

By:

  
(Signature)

Name:

GARY S. BARRETT  
(Please Print)

Title:

CFO

This document is intended only for the individual or organization to whom it is addressed and may contain internal, confidential or sensitive information. If you received this document in error, please help us prevent further errors by informing the sender immediately by phone. We also ask that you refrain from disseminating or using the information in this document and that you destroy all copies when requested.

*am*

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25/05/2008 16:54 5136945156 NORTHERN DIGITAL INC Page 06  
 \*NAV-CR-2008 13:58 BANK OF MONTREAL 416 867 2714 P.008

Schedule 1

Cashflow Schedule:

BANK OF MONTREAL writes CAP CAD 84 to Northern Digital Inc.

Per Begin Dt	Per End Dt	Notional Amount	Cap Rate %
30 Apr 2008	29 May 2008	8,490,000.00	4.75
30 May 2008	29 Aug 2008	8,112,583.00	4.85
29 Aug 2008	28 Nov 2008	8,175,376.00	4.85
28 Nov 2008	27 Feb 2009	8,039,064.00	4.85
27 Feb 2009	26 May 2009	7,990,732.00	4.85
29 May 2009	31 Aug 2009	7,742,315.00	4.85
31 Aug 2009	30 Nov 2009	7,523,878.00	4.85
30 Nov 2009	26 Feb 2010	7,423,441.00	4.85
26 Feb 2010	31 May 2010	7,267,004.00	4.85
31 May 2010	31 Aug 2010	7,055,714.00	4.85
31 Aug 2010	30 Nov 2010	6,844,364.00	4.85
30 Nov 2010	18 Feb 2011	6,633,254.00	4.85
08 Feb 2011	31 May 2011	6,422,300.00	4.85

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**3. Existing Letters of Credit**

Performance guarantee drawn in the principal amount of \$55,973.25 CAD equivalent (EUR 37,315.50) issued by Bank of Montreal on behalf of the Borrower.

**SCHEDULE "C"**

**PERSONAL PROPERTY REGISTRATIONS**

**1. *Personal Property Security Act (Ontario)***

	<u>SECURED PARTY</u>	<u>FILE NO.</u>	<u>COLLATERAL CLASSIFICATION/DESCRIPTION</u>	<u>DEBTOR</u>
1.	Bank of Montreal	641585394	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	Northern Digital Inc.
2.	Bank of Montreal	641459952	Inventory, Equipment, Accounts, Other, Motor Vehicle included	Northern Digital Inc.
3.	Bank of Montreal	641459961	Accounts, Other	NDI Holding Corp.

**2. *Uniform Commercial Code (Massachusetts)***

	<u>SECURED PARTY</u>	<u>Filing No.</u>	<u>COLLATERAL DESCRIPTION</u>	<u>DEBTOR</u>
1.	Bank of Montreal	200864516820	*See Financing Statement	NDI Holding Corp.

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