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
В	ank 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
	PATENT

REEL: 024946 FRAME: 0944

li .	
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 source=release#page1.tif source=release#page2.tif source=release#page3.tif source=release#page4.tif source=release#page5.tif source=release#page6.tif source=release#page7.tif source=release#page8.tif source=release#page9.tif source=release#page10.tif source=release#page11.tif source=release#page12.tif source=release#page13.tif source=release#page14.tif source=release#page15.tif source=release#page16.tif source=release#page17.tif source=release#page18.tif

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

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.
- 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.
 - 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.

- (e) 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.
- 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.
- 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.
- 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: Title:

.....

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).
- 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

NAME	CARD#	ACCT, LIMIT
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	\$000.00
CORP# 503762 RISTAU, DAVID	5587000001106368	2000.00

- 2. Existing Hedging Arrangements
- A. Foreign Exchange Contracts

See attached.

RAKO 😭 Capital Markets

Mark to Market Report

Wall Street - Back Office Report

Ropal C.Cognaditik, Thrice Tit, Broads BO MMO.ms Report & 1228 12,772.75 £3526.2 23,275,65 250,00 \$5.554 K (8) 12.22 130 MIN 12372.00 2000 C1031 12.429.00 40.00 34,115.50 25.50.50 23.345.5% 18 18 183 99 33 C 12223.86 F Say 174 452 14 444.283,54 12.202.022 625,552.23 36.50.250 622,165,69 \$1 502 91X 444,619,54 (2000) 452,723,40 (333333) 8 ave 8 ave 6 ave 2008 2008 2008 425,045,00 712.247.35 S23.340.36 ×\$2,000.00 (4.0 cm) (1) 400,000 mg/ 250,000,000 474,946,00 02,080,897 425,040,00 20020000 218,740.005 77.77.30 Convert RetailCOM Ruse COMO Bases Rick masses of town COM Sec. 000 20,000,000 700 040 007 (3) (2) (3) 755,380,59 37.346.00 25,000 215,750,50 178, KO 10 S 38005 00000000 200,000,000 Section 2000 400,000,000 0.405 cosposed can 252,029.00 436,300 B 752,688,33 600,000,000 400,000,00 20020000 685 SM.CG HELEMEN HORTHERN BIGITAL HG. WAT Bustness Date (sppy-neared); 2010-07-27 Corrency Pain USDCAD 101ALS - Yalun Sale: 2010-08-30 OTALS - Velue Date: 2019-08-31 TOTALS - Visue Date; 2010,09-39 TOTALS - Value Date: 2010-05-30 FOTALS - Volue Date, 2019-19-38 OTALS - Value Date: 2019-10-29. TOTALE - Value Date; 2010-11-30 10.22 Strongard Va Dame

PROCESSOR 108(CO) 11 GEPTA

Control to the matter of 1 the discrete to great the control of th

Page 1 of 3

Cat Endy Cost Sarth Cores Roman poyre		CC/CC Arrecord	OCYT CCTZ Combast Rate CCTT Rate CTTSBase Base Econ B		Spee Equal	Bare Record	Boso Base Base devail Base Recall 5	Perc	Pero Sere WTW	Samo
	,	F-6-300-002		1000	monnom					1000
TOTALS - Viena Date: 2019-18-38	376(00)38	24,550.00		25 500, 202		17872280			32.22.24	18.18.00
	***************************************			***************************************		***************************************		***************************************	***************************************	· A CONTRACTOR CONTRAC
The canal controping wash usucate	2522.000	\$20004,250,0		4.017.16.30		\$20,000			20,000	350 557 35
***************************************	***************************************	***************************************	***************************************				***************************************			
TOTALS-CAD PIL for Chinamen Horthern Digital Inc. Hat	ERW DIGITAL INC. Y	188.7							200 000	3

Fags 2 of 3

PATENT REEL: 024946 FRAME: 0954

Practicale 19,0000 11,0054

Report # 1203

707	•	***************************************	***************************************	***************************************	**********	***************************************	***************************************
132		8 2 2 3 3 4 5	ior Flore	28		w- 9	
1,000	of forindis spuvalent er action	without from sou tation and variantly is	saction(s) et fransac		spective	MATICA SEDIA MOTOS MOTOS	
Comp	of the types ent the action rg (of such it inding or oth	if to change a se obtained no represent waterliee or v	vind the trans djustments fi ess.	s used by Bk arres a value S in festivati I to what exe	octor their res	ENSATORY NTHE INFO THATES UP SUCH VALL	
ESCA CONT	osing value o mit repres which existi niment, univ	h are subject market date and makes (forms. No gill of the macell of the macello of	segn o un ed without a 8MC/s ques	re estimate be relied up advice by u	s affiliates at octs	M. COKPI MENTSIO ELS ON ES ON WHICH	
0000	Cr) of the cr fallations of we letting at fatton, assig	s (all of which such that the walkes to the walkes point out the walkes and the same and the same and the same actions.	enter ma, a s are provid right aftect	dentity fram t strouid not studions as all entwores	ns. BMO, it. ry such prop	SECULIARY BY YOUR C THE WOD SOURCES	
EAST NO.	undeed (1984) stor The N stor Indicati y such Eque	assumptions efforts to en it independe win to produ it is end we j d for such tr	s audes to e Valuation zodels that n	vary significations and applications of the Vinite	he Valuator effons in an	SOM CONTRACTOR CONTRAC	
Abol (1998) Abol (CV) CCV CCV Education Control Contro	y Bark of We Shy for your or the sotu twenthat an	d on certain. MiC) makes: BMO has no bisa relect up or market da	A and BMC Moreover, th most to the m	est and may and other pu arould not p with your ow / respects or o	ferenced in 1 g or short po	METAL OF THE ACT OF TH	
75 \$256	admetton b intended si endered in se can be ;	dimates an ed. While E complete. Thy market the market tisde the by	e to transar Valuations Vaccinis esti	it year regulation of the course of the cour	products re ne frave tim	OSS (PLC)	
Raid	k an apph si end ere onuld be o asserran	ofs and expensive and the property of a prop	from quot from the) ignificant	fractions (bal in the fame to tin		
Ameon	representations and a sections	oing mod sittletnall sittlet ad sittle ad title agnif	Scative or of other s	Talloral p 45 merza KS and re hors, and financiel x	as princi	HORANGE MANAY RE MANAY RE MANAY RE MANAY RE	
Amostics 2 Amoni	The velusions payoded herewith the "Valuations") represent an approximation by Bank of Mondeal (19MC) of the closing value of the types of informacions described herein. The Valuations are onlicential and are intended solvy for use. The Valuations do not not industrible for a solvy or industrible and the actual or industrible for severally transactions could be enfered that on the admitted for such equicients could be requested or only the actual designed or owning and to assurance can be given that any such equication, assigned a solver solver action would be available to you at these values or at all	The Valuabons are based on internal proprietary prioring models and estimates and on certain assumptions (all of which are subject to change without notice), and on available market data, which may be internally generated. While Birth makes afforts to ensure that the market data is obtained from sources believed to be reliable and to contain information which is accurate and one and analysis and expressionation and discount to see accurate, completeness or reliablify of any market data relief that it for our accurate the valuations. No guarantee or warrance and resolve the resolvations of the discount of the include the accurate of the include of produce results for particular transactions to the analysis of the reducing of the reducing of the reducing the second that the madels and assumptions may	The Valuations are not, and do not represent an indicative or fam quote to transact and BMCPs quates to enter into assign or unwind the transactionist or economizate equivalent site provided subtruction for transactionisms are provided subtruction and experiments for transactionism of provided subtructions for transactionism or other significant factors expends to the models that might after BMCPs quaters.	The Valuations are provided solely for general informational purposes at year request and visit significantly from the estimates used by BMC in valuary of a transcolon described for the customes of as internet broke and records and other purposes, and should not be raised upon as a value of the type of this soletime for your or your dients books and records and records and other purposes. The should not integrated for your or your dients books and records and records and not should not seen the spiral pass for such Yellashors, and your should your swill your solessement and to what expert the Yellashors and your significantly reports or otherwise.	BalO androits efficients may make a market or deal as principal in the products referenced in the Valuations. BAIO, its afficietes android their respirative shadows the entrangues may from fine to time farget shad positions in any such products.	BMC AND ITS AFFILATES SHALL NOT BE LIARLE FOR ANY DAMAGES (INCIDENTIAL, SPECIAL, CONSECUENTIAL, COMPENSATORY, PLANTINE OF CHEN ARSING OUT OF ANY USE OF OR RELIANCE BY YOUR CLIENTS) ON THE INFORMATION OF OTHER WE EXPRESSED VISIONALIZATION OF THE MODELS OF ESTIMATES USED IN CHENTIAL THE VALUATION OF THE MODELS OF ESTIMATES USED IN ARE BASED ON IN COMPANION OF THE MODELS ON WHICH SUCH VALUATIONS AND ERRORS OF OMISSIONS IN MARKET DATA OF REFERENCE SOURCES ON WHICH SUCH VALUATIONS ANY USES ON IN COMPANION SHOW OF THE VALUATIONS ANY USES OF INCIDENTIALS OF DISSERINATING THE VALUATIONS.	
	The valuations provided herewith (the "Valuations and informations described herein. The Valuations are forms at which new (or economically equivalent). Mandadions could be equipaled, assigned or una would be available to you at these values or at all	atte on internated on internat	ot, and do not! Bit transaction quidity or credit	rovidad solety i soleta your or sole sole been etal in the pag	tes may make its, officers, and	JATES SHALL SOLFOF AN N. WE EXPRE UATIONS, (II) SOMEOTHN S.	
\$ 000 kg	178 people 178 people	ons are of on same of one same	ons are o gredovas coets tis	ansado ndesorio any orea	its affical s. cirecto	ARSERTA THE VALL	
7-24 cn5/4-27 (3-41)	The valuations (Tahradicus) (Ering at white than a with thankadicus) would be ave	The Valuations are based on in robots, and on available marke marke believes and to be elitable and to observe as to the areasonablemes. Wodare results for particular ra	The Valuella economically end hedgitg	The Valuations are provided so the type of transposition describe of harms-otion described for you positions (4 any) or as the solar Valuations they be useful in the	8MC andlor sharafoldsis	BMC AND ITS ARRIVATES SHOW ON TOP ON OTHERS ARRIEN WE END CONTAINED HERREN WE END DERWIND THE VALUATIONS ARE BASED ON IN COMPLITIN ANY USE BY YOUR CLIENTS!	

verinssammenseeren innammenseeren erroren erro

B. Interest Rate Collar Contracts

See attached.

09/09/2009 16:54 5136945184

PORTHERN BISITAL DVC

59458 35469

MR7-98-2008 18:57

BARK OF MONTREAL

435 657 2714 F.002

BMO Capital Markets

BANK OF MOMIREAL 250 Yunga Smet (ndi Fisor TORENTO, ONT

Telephone No. 415-557-7440 Fax: 416-552-7905

CANADA MER XLT

05 May 2008

Northern Distai loc. 103 Razdali Dytve Wizeeloo, ON Cetada NOV ICS

Re . . . Laterest Rate Coller (Our Rts. No. 483111/563876 / 563879)

Dan Suddadan.

The property of this lease agreement is to set forth the terms and conditions of the Swap Transaction amount into browner BANK. GF MONTREAL (1980) and Nathern Digital lie. ("Consequency") so the Trade Data specified below (the "livesp Transcrition"). This letter agreement contribute a "Confirmation" as referred to be Agreement specified below.

The definitions and provisions engagined in the 2006 ISDA Definitions (the "Definitions"), as polarised by the international Swape and Derivatives Association, Ibr., we international into this Conference, in the event of any international between this Confirmation and the Definitions, this Confirmation shall govern.

This Confirmation supplements, forms part of, and is subject to the 1992 ISDA Matter Agreement (Math) Contrary) dutof as of 27 Month 1998, at amonded and experience of from size to been (the "Agronment") between you and an All provinces absoluted in the Agreement govern this Conferentian except in expressly modified below.

The terms of the perfocise formed Rus Coller Transaction to which was Conference on the follows:

Housest Amount As specified in Sebratale Expanses Secretly CAD \$,450,000.00

Trace Chies: 10 April 2008 Effective Cale 50 April 2008

Terminatine liste: It is they in a subject to adjugate out in accordance or given in Atlantical

Following Business Date Convention

Frent Pitte Payer: Nontern Digital for. Posting Hate Payer BANK OF MONTREAL

CAR RAIS 2.33%

483511/563678

NEWS CO. 1

95/C9/2038 15:50 9138945164 THE SELECTION OF STREET 44.2E 33

\$18 957 8712 P.003 894Y-08-2008 15:57 SASK OF NONTREAL

> BANK OF MORTREAL Fami Rue Frysc Floring Rate Payer: Northern Digital Tax:

FLOOR RESE

Krock to Ever

If no easy reset liest, the Flueting Russ for key Calculation French is discremined to be expect to see Level than 2.85%, the payment on the Faymen Date for that Calculation period with the hased

on 3.35%

Flowing Rate Paper Paperett Dates:

Subject to adjustment to accordance with the Modelled Following Brailents Day Charanties: The last day of May, August, November and February of each jets price to and including the Termination Date, concerning with 31 May 1001.

As For INDA Agreement Culculation Agent

CAS-BA-CDOR subject to the occurrance of a Koscal in Flouist Rest Oction:

Photing Rate Day Count Fraction: Amid965 (F) (ed)

Designated Materily: RINDME

Reset Detect This day allowed Calculations Profess.

Business Day for CAO Payment: Teresea Surbara Dates for Planting Rate Reser. Tecorio

Accessi Detaits:

Physicals in Northern Digital Inc.:

The Advisor

Paymentin Bassk of Montreal:

640

BANK OF MONTREAL INTO PAYMENT CTR

Tradit Her Montreal, Canada Acquata (031-45) ATIN DERIVATIVES OPERATIONS

4833111/263878 MORROEL

			22222222	od och skonorrerride	
05/09/2006	15:50	27.258925544	restreint broche.	380%	886E 34
684-06-3008	15:57	sask of motheal	3-	\$18.95Y:2714.	5-02¢
			:		
			.i		
క సుకేషా	es for fishing	ja Consection with the latered Rid	e Proposition Agrications Transac	trox	
		MONTYEAL	· ·		
.(0)	D.O.S. CO.	and the second	150 Year Secol 106 Year TORGUTO ON CAMADA MOBILIT		
	Acertico.		Service Minneger Swrep Stank		
	Farande		416-333-7903		
(8)	Nontag ()	igital les.	103 Rundall Drive Waterian ON Cooole, N2V 103		
	Telaphore	·	3,333,484-3142		
	Faculacide		1.519-385-3501		
5. Q	there:				
₹¢	n The Office	WBANK OF MONTREAL OW ON	Swap Transanting is TORONT	O, CANADA.	
) Tax Office	of the Counterparty for the Swap T	nasarios is Weinter, Casala		
6 Decor	o genera (20 (54 (56)	iives#d:	Rach party shall deliver to the date. Conferencies, evident increases of the present increases with a series of the present increases with a consection with a letter.	t of the epotetown the is expecting the turn evidence has	vigrature sad Confirmation on provincely been
		parties that this agreement and arm parties at time has decreased a y			Sixa. Les partice
Demo teapen	that the forego	oing correctly sets from the tenns of	on executed by executed 40	n bas recentions and m	turning is to us.
Means contact i	Sporca Mesceli.	dense navad to sport access to	Pilefin et 418-552-74484 yns	tave any sportelines of	быстражесь.
wance and alternatively electronically d gre danger you	reby seknocih roduced pipos Aliasar ingal Aliasaise sny	erjoory ur's consistence that size thank while and abough the use and noth more, and which thank becomes move is amounted by between about perspect defence or waiver of hability based this becomest by moves of an deep this becomest by moves of an deep	llig of Continuations which h cisted and reproduced by when \$1 or in thy way relating to this open the reproduction of this d	ara been executed b opter or e-mater devi Confernation, each?	y mesen of six so. The purious embrospressiv
Your sisteriy	i.		; ;		
BANK OF NO	NTREAL		; ;		
			<u>;</u>		
483131/5/53878		**	36.100.0		
			\ \		

Digital Inc.

| Nonce | Digital Inc. | Digital

This donoment is intended only for the individual or organizating to whom it is subtracted and may obtain uniteral. Collidativial or organizative information. If you received this discussed is easel, please being as province further errors by informing the article irreducibly by places. We also ask that you refer in predicting or using the information in this discussed and that you descrip in explanation required.

Career

483 (1756) (175

mas eters

KPHEN DISTR. DE 35/55/2009 16:54 5138945154 PAGE 88 416 987 2714 9-008 SAXX OF HOSTBEAL Schedule I Carbiton Schedule: BANK OF MONTREAL wides CAP CAD BA is Northern Digital for Per Borgia Di Per Bod Di Sipilarai Amonosi Cop Rate Si 3) Apr 2008 20 Note 2008 8.480.080.09 4.35 30 May 2008 20 Apr 2008 8.112.833.00 4.85 30 Aug 2008 20 Fee 2008 8.112.833.00 4.85 21 Per 2009 20 Note 3 8.00 8.640.00 4.85 21 Per 2009 20 Note 3 Note 2009 7.900.732.00 4.85 21 Note 2009 20 Note 3 Note 2009 7.500.732.00 4.85 21 Aug 2008 30 Note 2009 7.500.731.00 4.85 20 Note 2009 30 Fee 2009 7.433.441.00 4.85 20 Note 2009 30 Fee 2009 7.433.441.00 4.85 21 May 2010 31 May 2010 7.655.744.00 4.85 31 May 2010 30 Note 2010 8.844.854.00 4.85 30 Note 2010 30 Note 2010 8.844.854.00 4.85 4831111503878 A408:053

70-78L 8,308

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)

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

2. Uniform Commercial Code (Massachusetts)

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

TOR_LAW\ 735261616

RECORDED: 09/08/2010