

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ATX Networks Corp.	11/12/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GE Canada Finance Holding Company, as Administrative Agent
<b>Street Address:</b>	123 Front Street West, Suite 1400
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5J 2M2
<b>PROPERTY NUMBERS Total: 43</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12454700
Application Number:	12389229
Application Number:	12456696
Application Number:	11712233
Application Number:	11396904
Application Number:	12406781
Application Number:	10866769
Patent Number:	7705248
Patent Number:	5963843
Patent Number:	6734354
Patent Number:	D481339
Patent Number:	D526645
Patent Number:	D503399
Patent Number:	D547307
Patent Number:	6831527

**CH \$1720.00 12454700**

Patent Number:	6635821
Patent Number:	6720841
Patent Number:	6888078
Patent Number:	7135649
Patent Number:	7230192
Patent Number:	7563996
Patent Number:	6545562
Patent Number:	6049709
Patent Number:	7197294
Patent Number:	6650885
Patent Number:	6289210
Patent Number:	RE40750
Patent Number:	5966648
Patent Number:	5955930
Patent Number:	5903829
Patent Number:	5909155
Patent Number:	7647044
Patent Number:	6449768
Patent Number:	D495321
Patent Number:	D492292
Patent Number:	6617947
Patent Number:	5663682
Patent Number:	7043236
Patent Number:	6781457
Patent Number:	7025630
Patent Number:	7109603
Patent Number:	6842348
Patent Number:	7142414

**CORRESPONDENCE DATA**

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**PATENT**  
**REEL: 025357 FRAME: 0780**

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

09636-015068

NAME OF SUBMITTER:

Susan Lake

Total Attachments: 11

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 12, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GE Canada Finance Holding Company ("GE Canada") , as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below)

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 12, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ATX Networks Corp. ("ATX Networks"), ATX Networks Holdings Intermediate Corp. ("Merger Sub" and, together with ATX Networks, the "Borrower"), ATX Networks Holdings, LLC, ATX Networks Holdings Canada Corp. ("Canadian Holdings"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guarantee and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guarantee and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guarantee and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit

of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

all of its Patents and all IP Licenses providing for the grant to such Grantor of any right under any Patent,, including, without limitation, those referred to on Schedule 1 hereto;

i. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

ii. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ATX NETWORKS CORP.,  
as Grantor

By:  \_\_\_\_\_

Name: Christina Kotsios

Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 025357 FRAME: 0784**

ACCEPTED AND AGREED  
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

  
\_\_\_\_\_  
**DAN BILLARD**  
DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I  
TO PATENT SECURITY AGREEMENT

Patent Registrations

Please see attached.



## 14121 - ATX Networks Corp. - US Patents - Brinks Hofer

Docket No.	Status	App. No.	App. Date	Pub. No.	Pub. Date	Expiration Date	Title
14121-09	Pending	12/454,700	5/20/2009	N/A	N/A	N/A	RF CIRCUIT MODULE AND CHASSIS INCLUDING AMPLIFIER
14121-15	Pending	12/389,229	2/19/2009	N/A	N/A	N/A	HIGH DENSITY TELECOMMUNICATIONS CHASSIS WITH CABLE MANAGEMENT
14121-20	Pending	12/456,696	6/18/2009	2010-0006406A1	1/14/2010	N/A	TELEVISION NETWORK AND METHOD OF USE
14121-30	Pending	11/712,233	2/28/2007	2008-14898A1	1/17/2008	N/A	RF CIRCUIT MODULE
14121-87	Pending	11/396,904	4/4/2006	N/A	N/A	N/A	DIGITAL TELEPHONE SWITCH
14121-92	Pending	12/406,781	3/18/2009	N/A	N/A	N/A	MULTI CHANNEL ENCODER, DEMODULATOR, MODULATOR AND
14121-95	Pending	10/866,769	6/15/2004	N/A	N/A	N/A	RF CIRCUIT MODULES AND INTEGRATED CHASSIS WITH POWER INTERFACE FOR
Docket No.	Status	App. No.	App. Date	Patent No.	Issue Date	Expiration Date	Title
14121-05	Issued	10/505,312	3/7/2003	7,705,248	4/27/2010	3/7/2023	EMI SHIELDED MODULE
14121-06	Issued	08/762,519	12/9/1996	5,963,843	10/5/1999	12/9/2016	AMPLIFIER SWITCH CONTROLLER AND SYSTEM
14121-07	Issued	10/117,306	4/5/2002	6,734,354	5/11/2004	4/5/2022	CABLE MANAGEMENT APPARATUS
14121-08	Issued	29/172,000	12/3/2002	D481,339	10/28/2003	10/28/2017	CHASSIS DOOR
14121-11	Issued	29/171,999	12/3/2002	D526,645	8/15/2006	8/15/2020	FRONT FACE OF A TELECOMMUNICATIONS MODULE
14121-12	Issued	29/195,581	12/12/2003	D503,399	3/29/2005	3/29/2019	FRONT FACE OF A TELECOMMUNICATIONS MODULE
14121-13	Issued	29/262,281	6/28/2006	D547,307	7/24/2007	7/24/2021	FRONT FACE OF A TELECOMMUNICATIONS MODULE
14121-17	Issued	10/322,354	12/17/2002	6,831,527	12/14/2004	12/17/2022	INSERTION BOX

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Docket No.	Status	App. No.	App. Date	Pub. No.	Pub. Date	Expiration Date	Title
14121-19	Issued	10/093,950	3/7/2002	6,635,821	10/21/2003	3/7/2022	MODULE HAVING ANGLED RECEPTACLE
14121-21	Issued	10/330,450	12/27/2002	6,720,841	4/13/2004	2/9/2021	PLUG CONNECTOR FOR CABLE TELEVISION NETWORK AND METHOD OF USE
14121-22	Issued	10/777,694	2/12/2004	6,888,078	5/3/2005	2/9/2021	PLUG CONNECTOR FOR CABLE TELEVISION NETWORK AND METHOD OF USE
14121-23	Issued	11/095,132	3/30/2005	7,135,649	11/14/2006	2/9/2021	PLUG CONNECTOR FOR CABLE TELEVISION NETWORK AND METHOD OF USE
14121-24	Issued	11/343,905	1/31/2006	7,230,192	6/12/2007	2/9/2021	PLUG CONNECTOR FOR CABLE TELEVISION NETWORK AND METHOD OF USE
14121-25	Issued	11/800,062	5/2/2007	7,563,996	7/21/2009	2/9/2021	PLUG CONNECTOR FOR CABLE TELEVISION NETWORK AND METHOD OF USE
14121-26	Issued	09/780,585	2/9/2001	6,545,562	4/8/2003	2/9/2021	PLUG CONNECTOR FOR CABLE TELEVISION NETWORK AND METHOD OF USE
14121-27	Issued	08/761,525	12/6/1996	6,049,709	4/11/2000	12/6/2016	RF CIRCUIT MODULE
14121-28	Issued	10/623,449	7/18/2003	7,197,294	3/27/2007	8/8/2017	RF CIRCUIT MODULE
14121-29	Issued	09/879,669	6/12/2001	6,650,885	11/18/2003	12/6/2016	RF CIRCUIT MODULE
14121-31	Issued	09/500,107	2/8/2000	6,289,210	9/11/2001	12/6/2016	RF CIRCUIT MODULE
14121-32	Issued	09/977,626	10/12/2001	RE40,750	6/16/2009	12/10/2017	RF CIRCUIT MODULE AND CHASSIS INCLUDING AMPLIFIER
14121-33	Issued	08/988,047	12/10/1997	5,966,648	10/12/1999	12/10/2017	RF CIRCUIT MODULE AND CHASSIS INCLUDING AMPLIFIER

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Pocket No.	Status	App. No.	App. Date	Pub. No.	Pub. Date	Expiration Date	Title
14121-34	Issued	08/761,723	12/6/1996	5,955,930	9/21/1999	12/6/2016	RF DIRECTIONAL COUPLER MODULE
14121-35	Issued	08/761,776	12/6/1996	5,903,829	5/11/1999	12/6/2016	RF EQUALIZER MODULE
14121-36	Issued	08/900,187	12/6/1996	5,909,155	6/1/1999	12/6/2016	RF SPLITTER/COMBINER MODULE
14121-37	Issued	11/507,873	8/21/2006	7,647,044	1/12/2010	10/15/2027	RF SWITCHING DEVICE
14121-39	Issued	09/301,163	4/28/1999	6,449,768	9/10/2002	4/28/2019	SPLIT LINKED A/B SWITCH APPARATUS
14121-40	Issued	29/171,996	12/3/2002	D495,321	8/31/2004	8/31/2018	TELECOMMUNICATIONS MODULE
14121-41	Issued	29/172,022	12/3/2002	D492,292	6/29/2004	6/29/2018	TELECOMMUNICATIONS MODULE WITH FRONT COVERS
14121-42	Issued	10/085,492	2/27/2002	6,617,947	9/9/2003	2/27/2022	TUNING CIRCUIT
14121-43	Issued	08/553,760	10/23/1995	5,663,682	9/2/1997	10/23/2015	WIDE BANDWIDTH COMBINER-AMPLIFIER
14121-85	Issued	10/158,075	5/31/2002	7,043,236	5/9/2006	5/31/2022	RF DETECTION AND SWITCHING SYSTEM AND METHOD
14121-88	Issued	10/157,633	5/31/2002	6,781,457	8/24/2004	5/31/2022	DROP AMPLIFIER HOUSING WITH MULTIPLE TIERS
14121-89	Issued	10/859,961	6/4/2004	7,025,630	4/11/2006	6/4/2024	ELECTRICAL CONNECTOR WITH NON-BLIND CONDUCTOR ENTRY
14121-93	Issued	10/346,694	1/16/2003	7,109,603	9/19/2006	1/16/2023	POWER CONVERTER SYSTEM
14121-94	Issued	10/158,050	5/31/2002	6,842,348	1/11/2005	5/31/2022	RF CIRCUIT MODULES AND INTEGRATED CHASSIS WITH POWER INTERFACE FOR RF CIRCUIT MODULES
14121-96	Issued	10/940,950	9/15/2004	7,142,414	11/28/2006	9/15/2024	SIGNAL MANAGEMENT SYSTEM

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Docket No	Country	Status	App. No.	App. Date	Pub. No.	Pub. Date	Exp. Date	Title
14121-56	Hong Kong	Pending	5111702.1	12/19/2005	1080616	4/28/2006	N/A	EMI SHIELDED MODULE
14121-58	Japan	Published	2003-575392	3/7/2003	P2005-519483A	6/30/2005	N/A	EMI SHIELDED MODULE
14121-68	Brazil	Pending	PI9713678-6	12/8/1997	N/A	N/A	N/A	RF CIRCUIT MODULE
14121-98	Canada	Pending	2543574	4/18/2006	N/A	N/A	N/A	DIGITAL TELEPHONE SWITCH
14121-99	Canada	Pending	2404839	9/24/2002	N/A	N/A	N/A	DROP AMPLIFIER HOUSING WITH MULTIPLE USERS
14121-100	Canada	Pending	2470040	6/4/2004	N/A	N/A	N/A	ELECTRICAL CONNECTOR WITH NON-BLIND CONDUCTOR ENTRY
14121-103	Canada	Pending	2481668	9/15/2004	N/A	N/A	N/A	SIGNAL MANAGEMENT SYSTEM
14121-109	Hong Kong	Published	5102796.7	4/4/2005	1070199	6/10/2005	N/A	RF CIRCUIT MODULE AND CHASSIS INCLUDING AMPLIFIER

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Docket No.	Country	Status	App. No.	App. Date	Pub. No.	Pub. Date	Exp. Date	Title
14121-126	Canada	Pending	2697177	3/18/2010	N/A	N/A	N/A	MULTI CHANNEL ENCODER, DEMODULATOR, MODULATOR AND DIGITAL TRANSMISSION DEVICE FOR DIGITAL VIDEO INSERTION IN NETWORK EDGE APPLICATIONS
14121-57	Japan	Issued	2002-564929	2/6/2002	4233871	12/19/2008	2/6/2022	PLUG CONNECTOR FOR CABLE TELEVISION NETWORK AND METHOD OF USE
14121-62	China P. R.	Issued	2806438	2/6/2002	ZL02806438.0	8/12/2009	2/6/2022	PLUG CONNECTOR FOR CABLE TELEVISION NETWORK AND METHOD OF USE
14121-64	Hong Kong	Issued	4109631.2	12/6/2004	N/A	4/1/2005	N/A	PLUG CONNECTOR FOR CABLE TELEVISION NETWORK
14121-66	Taiwan	Issued	91102520	2/8/2002	192234	4/5/2004	2/7/2022	PLUG CONNECTOR FOR CABLE TELEVISION NETWORK AND METHOD OF USE
14121-69	China P. R.	Issued	97180400.1	12/8/1997	ZL97180400.1	9/24/2003	12/8/2017	RF CIRCUIT MODULE
14121-70	Germany	Issued	19782146.4	12/8/1997	19782146.4	9/20/2007	12/8/2017	RF CIRCUIT MODULE
14121-71	Great Britain	Issued	9912819.1	12/8/1997	2335800	8/1/2001	12/8/2017	RF CIRCUIT MODULE
14121-72	Hong Kong	Issued	101633.1	3/17/2000	hk1022588	3/28/2002	12/8/2017	RF CIRCUIT MODULE

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Docket No	Country	Status	App. No.	App. Date	Pub. No.	Pub. Date	Exp. Date	Title
14121-73	Japan	Issued	10-525878	12/8/1997	4425996	12/18/2009	12/8/2017	RF CIRCUIT MODULE
14121-75	Mexico	Issued	995221	12/8/1997	224196	11/15/2004	12/8/2017	RF CIRCUIT MODULE
14121-78	China P.R.	Issued	98125328.8	12/10/1998	ZL98125328.8	6/16/2004	12/10/2018	RF CIRCUIT MODULE AND CHASSIS INCLUDING AMPLIFIER
14121-79	China P.R.	Issued	200410034627.5	4/12/2004	N/A	4/19/2010	12/10/2018	RF CIRCUIT MODULE AND CHASSIS INCLUDING AMPLIFIER
14121-80	Hong Kong	Issued	100507.6	1/27/2000	HK1021597	2/18/2005	12/10/2018	RF CIRCUIT MODULE AND CHASSIS INCLUDING AMPLIFIER
14121-101	Canada	Issued	2404840	9/24/2002	2404840	10/7/2008	9/24/2022	RF DETECTION AND SWITCHING SYSTEM AND METHOD
14121-102	Canada	Issued	2404844	9/24/2002	2404844	12/22/2009	9/24/2022	RF CIRCUIT MODULES AND INTEGRATED CHASSIS WITH POWER INTERFACE FOR RF CIRCUIT MODULES