

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3465876

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/12/2004
CONVEYING PARTY DATA	
Name	Execution Date
ATX SERVICES INC.	03/12/2004
RECEIVING PARTY DATA	
Name:	ATX HOLDINGS INC.
Street Address:	THE EXCHANGE TOWER
Internal Address:	130 KING STREET, SUITE 1800
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5X IE3
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6781457
Patent Number:	6842348
Patent Number:	7043236
CORRESPONDENCE DATA	
Fax Number:	(949)851-9348
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(949)851-0633
Email:	aespinoza@mwe.com, mweipdocket@mwe.com
Correspondent Name:	SOYEON PAK (KAREN) LAUB
Address Line 1:	MCDERMOTT WILL & EMERY LLP
Address Line 2:	4 PARK PLAZA, SUITE 1700
Address Line 4:	IRVINE, CALIFORNIA 92614-2559
ATTORNEY DOCKET NUMBER:	066497-0340-1BB
NAME OF SUBMITTER:	SOYEON PAK (KAREN) LAUB, REG. NO. 39,266
SIGNATURE:	/Soyeon Pak (Karen) Laub/
DATE SIGNED:	07/31/2015
Total Attachments: 93	

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**CREDIT FACILITIES
ESTABLISHED
IN FAVOUR
OF ATX INCORPORATED**

GOWLINGS

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION.....5

Section 1.01 Definitions..... 5

Section 1.02 Audited Financial Statements. 23

Section 1.03 Canadian Currency..... 24

Section 1.04 Interest Act..... 24

Section 1.05 Change in Rates. 24

Section 1.06 Headings and Table of Contents. 24

Section 1.07 References..... 24

Section 1.08 Number and Gender..... 24

Section 1.09 Maximum Interest Rate..... 24

Section 1.10 Schedules. 25

ARTICLE 2 CREDIT FACILITIES.....26

Section 2.01 Credit Facilities..... 26

Section 2.02 Maximum Borrowings..... 27

Section 2.03 Borrowing Base..... 27

Section 2.04 Revolving Feature of Operating Facility..... 27

Section 2.05 Lenders’ Commitments..... 28

Section 2.06 Purposes of Credit Facilities..... 28

Section 2.07 Letter of Credit Provisions..... 28

Section 2.08 Restrictions on Borrowing..... 28

Section 2.09 Evidence of Indebtedness..... 28

Section 2.10 Illegality..... 28

ARTICLE 3 PROCEDURES APPLICABLE TO BORROWINGS29

Section 3.01 Notices of Borrowing..... 29

Section 3.02 Conversions..... 30

Section 3.03 Provisions relating to Bankers’ Acceptances..... 30

Section 3.04 Provisions relating to LIBOR Loans..... 31

Section 3.05 Provisions relating to Letters of Credit..... 32

Section 3.06 Provisions Relating to Cost of Funds Loans..... 33

Section 3.07 Reliance on Oral and Electronic Instructions..... 34

ARTICLE 4 PAYMENTS.....35

Section 4.01 Repayment..... 35

Section 4.02 Mandatory Prepayment..... 35

Section 4.03 Voluntary Prepayment..... 36

Section 4.04 Payments Generally..... 37

Section 4.05 No Credit for Trust Funds..... 37

ARTICLE 5 INTEREST, FEES AND EXPENSES.....37

Section 5.01 Payment of Interest..... 37

Section 5.02 Interest on Overdue Amounts..... 38

Section 5.03 Stamping Fees..... 38

Section 5.04 Standby Fees..... 39

Section 5.05 Amendment Fees..... 39

Section 5.06 Administration and Review Fees..... 39

Section 5.07 Letter of Credit Fees..... 39

Section 5.08 Other Fees and Bonus Interest..... 39

Section 5.09 Change in Circumstances..... 39

Section 5.10 Reimbursement of Expenses..... 41

Section 5.11 Determination Conclusive..... 41

ARTICLE 6 CONDITIONS PRECEDENT	41
Section 6.01 Conditions – Consent to Continuance of Borrowings and New Borrowings.....	41
Section 6.02 Conditions - All Subsequent Borrowings.....	44
Section 6.03 Waiver.....	45
ARTICLE 7 REPRESENTATIONS AND WARRANTIES	45
Section 7.01 Representation and Warranties.....	45
Section 7.02 Survival of Representations and Warranties.....	60
ARTICLE 8 COVENANTS	61
Section 8.01 Positive Covenants.....	61
Section 8.02 Financial Covenants.....	67
Section 8.03 Restrictive Covenants.....	68
ARTICLE 9 SECURITY	71
Section 9.01 Security.....	71
Section 9.02 Further Assurances.....	72
ARTICLE 10 EVENTS OF DEFAULT	72
Section 10.01 Events of Default.....	72
Section 10.02 Lenders May Waive.....	76
Section 10.03 Remedies are Cumulative.....	76
Section 10.04 Set-Off.....	76
Section 10.05 Cash Collateral Accounts.....	77
ARTICLE 11 ENVIRONMENTAL MATTERS	77
Section 11.01 Representations and Warranties.....	77
Section 11.02 Environmental Covenants.....	77
Section 11.03 Indemnity.....	78
Section 11.04 Scope of Indemnity.....	79
Section 11.05 Consultants, etc.....	79
Section 11.06 Fees and Expenses.....	79
Section 11.07 Interest.....	80
ARTICLE 12 GENERAL	80
Section 12.01 No Independent Legal Action by Lenders.....	80
Section 12.02 Redistribution of Payments.....	80
Section 12.03 Taking and Enforcement of Security.....	80
Section 12.04 Readjustment of Obligations Among Lenders.....	81
Section 12.05 Notices.....	81
Section 12.06 Performance of Covenants by the Lenders.....	82
Section 12.07 Indemnity.....	82
Section 12.08 No Set-Off or Counterclaim.....	82
Section 12.09 Severability.....	82
Section 12.10 Time of Essence.....	83
Section 12.11 Assignment.....	83
Section 12.12 Entire Agreement.....	83
Section 12.13 Waiver, Amendments.....	83
Section 12.14 Law Governing.....	84
Section 12.15 Conflict.....	84
Section 12.16 Loan Syndication.....	84
Section 12.17 Notice of Assignment and Undertaking.....	84
Section 12.18 Judgment Currency.....	85
Section 12.19 Successors and Assigns.....	85
ARTICLE 13 THE AGENT	85

Section 13.01 Appointment and Authorization.....	85
Section 13.02 Interest Holders.....	85
Section 13.03 Documents.....	86
Section 13.04 Agent and Affiliates.....	86
Section 13.05 Responsibility of Agent.....	86
Section 13.06 Action by Agent.....	86
Section 13.07 Notice of Events of Default.....	87
Section 13.08 Responsibility Disclaimed.....	87
Section 13.09 Indemnification.....	88
Section 13.10 Credit Decision.....	88
Section 13.11 Successor Agent.....	88
Section 13.12 Delegation by Agent.....	88
Section 13.13 Determinations by Agent.....	89
Section 13.14 Reliance Upon Agent.....	89
Section 13.15 Payment Protection.....	89
Section 13.16 Remittance of Payments.....	89
Section 13.17 Prompt Notice to the Lenders.....	90
Section 13.18 Counterparts.....	90

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This Agreement dated as of the 31st day of December, 2005

AMONG:

**ATX INCORPORATED (formerly ATX Telecom Inc.),
as borrower**

- and -

**CANADIAN IMPERIAL BANK OF COMMERCE, as
a lender**

- and -

**CANADIAN IMPERIAL BANK OF COMMERCE, as
agent**

(nnn)

“**Guarantors**” means, collectively:

- (i) PCI Technologies Inc. (together with its successors and assigns (“**PCI**”), an Ontario corporation;

■ [REDACTED]

■ [REDACTED]

- (iv) ATX Holdings Inc. (together with its successors and assigns, “**Holdings**”), a Delaware corporation;

■ [REDACTED]

■ [REDACTED]

- (vii) ATX Services Inc. (together with its successors and assigns, “**Services**”), a Delaware corporation;

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

and “**Guarantor**” means any one of them.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

Section 7.01 Representation and Warranties.

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(xii) effective March 12, 2004 [REDACTED]
[REDACTED] PCI acquired from the Borrower all of the shares of
Services [REDACTED] and
effective March 12, 2004 [REDACTED]
[REDACTED] Holdings acquired from PCI all of the shares of Services
[REDACTED]

[REDACTED]

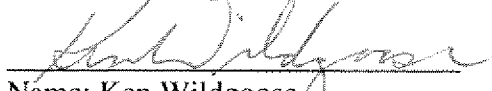
[REDACTED]

[REDACTED]

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

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

ATX INCORPORATED

By: 
Name: Ken Wildgoose
Title: President & C.O.O.

**CANADIAN IMPERIAL BANK OF
COMMERCE, AS LENDER**

By: _____
Name: Daryl Johnston
Title:

By: _____
Name: Kimberley Fobert
Title:

**CANADIAN IMPERIAL BANK OF
COMMERCE, AS AGENT**

By: _____
Name: Daryl Johnston
Title:

By: _____
Name: Kimberley Fobert
Title:

ATX INCORPORATED

By: _____
Name: Ken Wildgoose
Title: President

**CANADIAN IMPERIAL BANK OF
COMMERCE, AS LENDER**

By: _____
Name: Daryl Johnston
Title: *Direct*

By: _____
Name: Kimberley Fobert
Title: *Director*

**CANADIAN IMPERIAL BANK OF
COMMERCE, AS AGENT**

By: _____
Name: Daryl Johnston
Title: *Director*

By: _____
Name: Kimberley Fobert
Title: *Director*