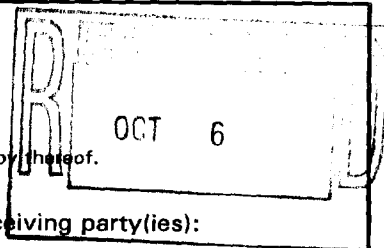


NRD
10-6-99



101172398

TM COVER SHEET
Tm Docket No.: 09411-013



To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CLEARNET COMMUNICATIONS INC.

2. Name and address of receiving party(ies):

CANADIAN IMPERIAL BANK OF COMMERCE
161 Bay Street, 8th Floor
BCE Place
Toronto, Ontario M5J2S8
Canada

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: bank organizing and existing under Canadian law

Execution Date: April 22, 1999

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

B. Trademark Registration No.(s):

A. Trademark Application No.(s):

- 75/260,198
- 75/260,182
- 75/260,288
- 75/260,184

5. Name and address of party to whom correspondence document should be mailed:

Jay K. Meadway, Esq.
AKIN GUMP STRUASS HAUER & FELD, LLP
One Commerce Square
2005 Market Street, 22nd Floor
Philadelphia, PA 19103-7086
Telephone: (215) 965-1200
Facsimile: (215) 965-1210

6. Total number of applications and registrations involved: [4]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00
3 x \$25.00 = \$ 75.00

Authorized to be charged to deposit account

8. Deposit account number: 50-1017

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JAY K. MEADWAY

SEPTEMBER 29, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: []

OMB No. 0651-0011 (exp. 4/94)

10/14/1999 MTHAI1 00000306 501017 75260198

01 FC:481 40.00 CH
02 FC:482 75.00 CH

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VA 22202-3513, ON THE DATE INDICATED BELOW.

BY Alma C. Gorman
DATE 9/29/99

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Recordation of Security Interest :
Serial Nos.: 75/260,182 :
75/260,184 :
75/260,198 :
75/260,288 :
For: MIKE'S; FACE Design; : Attorney Docket
1-888-123MIKE; MIKE : No. 9411-13

APPOINTMENT OF DOMESTIC REPRESENTATIVE

To the Assistant Commissioner for Trademarks:

Canadian Imperial Bank of Commerce, a bank organized and existing under the laws of Canada, located at 161 Bay Street, 8th Floor, BCE Place, Toronto, Ontario M5J2S8, is the holder of the security interest, as agent, in the above identified trademarks and hereby appoints the firm of Panitch Schwarze Jacobs & Nadel, P.C., One Commerce Square, 22nd Floor, 2005 Market Street, Philadelphia, Pennsylvania 19103, as its domestic representative, upon whom notices or process in proceedings affecting the security interest may be served.

CANADIAN IMPERIAL BANK OF COMMERCE

Date: Aug. 24/99

Cindy Greenough
Name: Cindy Greenough
Title: Executive Director

TRADEMARK

REEL: 001974 FRAME: 0800

CLEARNET COMMUNICATIONS INC.

as CCI

and

CANADIAN IMPERIAL BANK OF COMMERCE

as Administrative Agent

TRADE-MARK SECURITY AGREEMENT

April 22, 1999

STIKEMAN, ELLIOTT

TRADE-MARK SECURITY AGREEMENT

Trade-Mark Security Agreement dated April 22, 1999 between Clearnet Communications Inc. ("CCI") to and in favour of the Administrative Agent (as hereinafter defined).

RECITALS:

- (a) Canadian Imperial Bank of Commerce, as agent (in such capacity, the "**Administrative Agent**") and such other Persons (as that term is defined in the Credit Agreement hereinafter defined and referred to) as may from time to time be parties to the Credit Agreement (collectively, together with Canadian Imperial Bank of Commerce in its capacity as a lender, the "**Lenders**") have agreed to make certain credit facilities available to Clearnet Inc. (the "**Borrower**") upon the terms and conditions contained in an amended and restated credit agreement among the Borrower, the Administrative Agent and the Lenders dated this date (such amended and restated credit agreement as it may at any time or from time to time be amended, supplemented, restated or replaced, the "**Credit Agreement**");
- (b) From time to time, the Lenders and Affiliates of the Lenders (the "**Hedging Providers**") may enter into Hedging Agreements with the Borrower which will rank *pari passu* with the obligations of the Borrower to the Administrative Agent and the Lenders pursuant to the Credit Agreement (such Hedging Agreements are hereinafter referred to as "**Pari Passu Hedging Agreements**");
- (c) The Lenders and the Hedging Providers are hereinafter referred to collectively as the "**Secured Parties**" and individually as a "**Secured Party**";
- (d) The Administrative Agent is to hold for its own benefit and is to act as agent under the Credit Agreement, *inter alia*, to hold for the rateable benefit of itself and the other Secured Parties, any and all security for the payment and performance of the obligations of the Borrower under the Credit Agreement and the other Credit Documents (as such term is defined in the Credit Agreement) and the Pari Passu Hedging Agreements;
- (e) CCI has agreed with the Secured Parties and the Administrative Agent to guarantee the payment and performance of the obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, of the Borrower to the Administrative Agent and the

Secured Parties arising pursuant to or in respect of the Credit Agreement, the other Credit Documents and the Pari Passu Hedging Agreements upon the terms and conditions set forth in the guarantee dated as of November 2, 1995, as amended from time to time including pursuant to the acknowledgement and confirmation of guarantee and security of CCI dated the date hereof (the "**Guarantee**") given by CCI to and in favour of the Administrative Agent;

- (f) CCI and the Borrower entered into a trade-mark licence agreement (the "**Trade-mark Licence Agreement**") dated July 1, 1997 pursuant to the terms of which CCI grants the Borrower a licence to use certain trade-marks; and
- (g) CCI has agreed to execute and deliver this trade-mark security agreement as security for the payment and performance of CCI's obligations under the Guarantee and the other Credit Documents to which it is a party.

In consideration of the foregoing premises, the sum of \$10.00 in the lawful money of Canada now paid by the Administrative Agent and the Secured Parties to CCI and other good and valuable consideration (the receipt and adequacy of which are acknowledged), CCI agrees as follows:

ARTICLE 1 SECURITY

Section 1.1 Terms Incorporated by Reference.

Terms defined in the *Personal Property Security Act* (Ontario) (as amended from time to time, the "**PPSA**") and used in this Agreement shall have the same meanings. Capitalized terms used herein without definition shall have the meanings specified in the Credit Agreement.

Section 1.2 Grant of Security.

Subject to Section 1.5, CCI mortgages, charges and assigns, and grants to the Administrative Agent, for its own benefit as a Lender and as agent for the rateable benefit of itself and the other Secured Parties, a security interest in CCI's right, title and interest in the following property of CCI, now owned or hereafter adopted or acquired (collectively, the "**Collateral**"):

- (a) the trade-marks that are described in Schedule "**A**" attached hereto (the "**Existing Trade-Marks**") and the other trademarks referred to in Section 3.4(2) (collectively, the "**Trade-Marks**"), and

- (b) all proceeds and rights in any form derived directly or indirectly from any dealing with all or any part of the Trade-Marks or the proceeds of such proceeds.

Section 1.3 Obligations Secured.

- (1) The security interest granted hereby (the "**Security Interest**") secures the payment and performance of all debts, liabilities and obligations including all charges and fees of the Administrative Agent and the Secured Parties whether present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by CCI to the Administrative Agent and the Secured Parties under the Guarantee and the other Credit Documents to which it is a party (collectively, and together with the expenses, costs and charges set out in Section 1.3(2), the "**Obligations**").
- (2) All reasonable expenses, costs and charges incurred by or on behalf of the Administrative Agent and the Secured Parties in connection with this Agreement or any amendments hereto, the Security Interest or the Collateral, including all legal fees, court costs, receiver's or agent's remuneration and other expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral, and of taking, defending or participating in any action or proceeding in connection with any of the foregoing matters or otherwise in connection with the Administrative Agent and the Secured Parties' interest in any Collateral, shall be added to and form a part of the Obligations.

Section 1.4 Attachment.

CCI acknowledges that (i) value has been given, (ii) it has rights in the Collateral, (iii) it has not agreed to postpone the time of attachment of the Security Interest, and (iv) it has received a duplicate original copy of this Agreement.

Section 1.5 Scope of Security Interest.

Until the Security Interest shall have become enforceable, the grant of the Security Interest in the Collateral shall not affect in any way CCI's rights to commercially exploit the Collateral, defend it, enforce CCI's rights in it against third parties in any court or claim and be entitled to receive any damages with respect to any infringement of it.

Section 1.6 Rights of CCI.

Until the Security Interest has become enforceable, CCI shall be entitled to receive all amounts payable by the Borrower under the Trade-mark Licence Agreement permitted under Section 8.02(h) of the Credit Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties.

CCI represents and warrants to the Administrative Agent as follows:

- (a) **Ownership of Intellectual Property.** CCI is the owner in Canada and all other applicable jurisdictions of the entire right, title and interest in and to each of the Trade-Marks and the Trade-Marks are free from any mortgage, pledge, lien, security interest, charge, adverse claim or other encumbrance including, without limitation, licenses, and covenants not to sue, except for (i) the Security Interest granted herein and (ii) the Trademark Licence Agreement;
- (b) **Not Adjudged Invalid or Unenforceable.** The Trade-Marks and applications and registrations have not been adjudged invalid or unenforceable, in whole or in part;
- (c) **Infringement.** To CCI's knowledge, the use and display of the Trade-Marks by the Borrower does not infringe the rights of the owner of any registered trade-mark, depreciate the value of the goodwill attaching to any trade-mark or contravene section 7 of the *Trademark Act*, RSC 1985, c. T-13; and
- (d) **Existing Trade-Marks.** As of the date of this Agreement, the Existing Trade-Marks (excluding the trademark "MIKE/clearNET" circle design registration number 823,818 and the trademark "MIKE/clearNET" in chinese characters) comprise all of the trademarks licensed only to the Borrower and containing the element "MIKE" in any language.

Section 2.2 Survival of Representations and Warranties.

The representations and warranties in this Agreement and in any certificates or documents delivered by CCI to the Administrative Agent and the Secured Parties shall not merge in or be prejudiced by and shall survive any advance to the Borrower and shall continue in full force and effect so long as the Guarantee remains in full force and effect.

ARTICLE 3 COVENANTS

Section 3.1 Defence of the Intellectual Property.

CCI shall defend the Trade-Marks against all claims and demands of all persons at any time claiming the same or any interests therein adverse to CCI, the Borrower, or the Administrative Agent and the Secured Parties, except to the extent, in CCI's reasonable discretion, exercised in good faith, defending any such claim or demand is not reasonable, prudent or beneficial to CCI and its operations or the Borrower and its operations.

Section 3.2 No Pledge, Mortgage, etc.

Until the Obligations shall have been satisfied in full, CCI shall not pledge, mortgage or create or suffer to exist a security interest in, or enter into any license, sublicense or other agreement relating to the use of the Trade-Marks or any other trademarks containing the element "MIKE" in any language (including, without limitation, the trademark "MIKE/clearNET" circle design registration number 823,818 and the trademark "MIKE/clearNET" in chinese characters) without the Administrative Agent's prior written consent, except for the Security Interest granted herein and the Trademark Licence Agreement.

Section 3.3 Renewals, Extensions of the Intellectual Property.

CCI shall promptly apply for and obtain all registrations and renewals of the Trade-Marks to the fullest extent permitted by law, except to the extent, in CCI's reasonable discretion, exercised in good faith, such renewal or registration is not reasonable, prudent or beneficial to CCI and its operations or the Borrower and its operations.

Section 3.4 Notice of New Trade-Marks.

CCI will:

- (1) promptly inform the Administrative Agent in writing of the existence of any trade-mark which is licensed only to the Borrower and which contains the element "MIKE" in any language and is not described or is not adequately described in Schedule "A" to this Agreement; and
- (2) at the request of the Administrative Agent, execute and deliver, at its own expense, from time to time, amendments to this Agreement and its Schedules or additional trade-mark security agreements or schedules as may be reasonably required by the Administrative Agent; provided that any such amendment or additional agreements or schedules shall only apply to trade-marks which are licensed only to the Borrower, contain the element "MIKE" but do not contain the element "clear" in any language.

Section 3.5 Notice of Adverse Determination.

CCI shall promptly notify the Administrative Agent of the institution of, and any adverse determination in, any proceeding in the Canadian Intellectual Property Office or any other foreign or domestic governmental agency, court or body, regarding CCI's claim of ownership or validity of any of the Trade-Marks or applications or registrations therefor which could have a material adverse effect on CCI or the Borrower. In the event of any material infringement of any of the Trade-Marks by a third party, CCI shall promptly notify the Administrative Agent of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after an Event of Default, such action as the Administrative Agent deems reasonably necessary. If CCI shall fail to take such action in the name of CCI, CCI hereby appoints the Administrative Agent the true and lawful attorney in fact of CCI, for it and in its name, place and stead, on behalf of CCI, effective upon and during the continuance of an Event of Default, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to CCI, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

ARTICLE 4 ENFORCEMENT

Section 4.1 Enforcement.

The Security Interest shall be and become enforceable against CCI if and when it shall fail to pay or perform any of the Obligations on demand or otherwise when due and payable or to be performed as the case may be but, for greater certainty, only after an Event of Default (as defined in the Credit Agreement) has occurred and is continuing.

Section 4.2 Remedies.

- (1) Whenever the Security Interest has become enforceable, the Administrative Agent and the Secured Parties may realize upon the Collateral and enforce their rights by:
 - (a) sale, lease or license of all or any part of the Collateral;
 - (b) appointment by instrument in writing of a receiver (which term as used in this Agreement includes a receiver and manager) or agent of all or any part of the Collateral and removal or replacement from time to time of any receiver or agent;
 - (c) institution of proceedings in any court of competent jurisdiction for the appointment of a receiver of all or any part of the Collateral;

- (d) institution of proceedings in any court of competent jurisdiction for sale of all or any part of the Collateral;
 - (e) filing of proofs of claim and other documents to establish claims to the Collateral in any proceeding relating to CCI; and
 - (f) any other remedy or proceeding authorized or permitted under the PPSA or otherwise by law or equity.
- (2) Such remedies may be exercised from time to time separately or in combination and are in addition to, and not in substitution for, any other rights of the Administrative Agent and the Secured Parties however created. The Administrative Agent shall not be bound to exercise any right or remedy, and the exercise of any rights and remedies shall be without prejudice to the rights of the Administrative Agent and the Secured Parties in respect of the Obligations including the right to claim for any deficiency.
- (3) In addition to the remedies set forth in Section 4.2(1), the Administrative Agent may, whenever the Security Interest has become enforceable, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, collecting, realizing or obtaining possession or payment of the Collateral, and give good and valid receipts and discharges in respect of the Collateral and compromise or give time for the payment or performance of any other obligation of any third party to CCI.

Section 4.3 Receiver's Powers.

- (1) Any receiver appointed by the Administrative Agent shall be vested with the rights and remedies which could have been exercised by the Administrative Agent in respect of CCI or the Collateral and such other powers and discretions as are granted in the instrument of appointment and any supplemental instruments. The identity of the receiver, its replacement and its remuneration shall be within the sole and unfettered discretion of the Administrative Agent.
- (2) Any receiver appointed by the Administrative Agent shall act as agent for CCI. The receiver may sell, license, or otherwise dispose of Collateral as agent for CCI or as agent for the Administrative Agent as the Administrative Agent may determine in its discretion. CCI agrees to ratify and confirm all actions of the receiver acting as agent for CCI, and to release and indemnify the receiver in respect of all such actions.
- (3) The Administrative Agent, in appointing or refraining from appointing any receiver, shall not incur liability to the receiver, CCI or otherwise and shall not be responsible for any misconduct or negligence of the receiver.

Section 4.4 Appointment of Attorney.

CCI irrevocably appoints the Administrative Agent (and any of its officers) as attorney of CCI (with full power of substitution) to do, make and execute, in the name of and on behalf of CCI, from and after the Security Interest becoming enforceable all such further acts, documents, matters and things which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement including the execution, endorsement and delivery of documents and any notices, receipts or assignments. All acts of the attorney appointed under this Section 4.4 and the attorney appointed under Section 3.5 are ratified and approved, and the attorney appointed under this Section 4.4 and the attorney appointed under Section 3.5 shall not be liable for any act, failure to act or any other matter or thing, except for its own gross negligence or wilful misconduct.

Section 4.5 Dealing with the Collateral.

- (1) The Administrative Agent and the Secured Parties shall not be obliged to exhaust their recourse against CCI or any other person or against any other security it may hold in respect of the Obligations before realizing upon or otherwise dealing with the Collateral in such manner as the Administrative Agent may consider desirable.
- (2) The Administrative Agent and the Secured Parties may grant extensions or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with CCI and with other persons, sureties or securities as it may see fit without prejudice to the Obligations, the liability of CCI or the rights of the Administrative Agent and the Secured Parties in respect of the Collateral.
- (3) Except as otherwise provided by law or this Agreement, the Administrative Agent and the Secured Parties shall not be (i) liable or accountable for any failure to collect, realize or obtain payment in respect of the Collateral, (ii) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Collateral or for the purpose of preserving any rights of any persons in respect of the Collateral, (iii) responsible for any loss occasioned by any sale or other dealing with the Collateral or by the retention of or failure to sell or otherwise deal with the Collateral, or (iv) bound to protect the Collateral from depreciating in value or becoming worthless.

Section 4.6 Standards of Sale.

Without prejudice to the ability of the Administrative Agent to dispose of the Collateral in any manner which is commercially reasonable, CCI acknowledges that a disposition of the Collateral which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:

- (a) Collateral may be disposed of in whole or in part;
- (b) Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- (c) any assignee of such Collateral may be a customer of the Administrative Agent or a Secured Party;
- (d) any sale conducted by the Administrative Agent shall be at such time and place, on such notice and in accordance with such procedures as the Administrative Agent, in its sole discretion, may deem advantageous;
- (e) a disposition of Collateral may be on such terms and conditions as to credit or otherwise as the Administrative Agent, in its sole discretion, may deem advantageous; and
- (f) the Administrative Agent may establish an upset or reserve bid or price in respect of Collateral.

Section 4.7 Dealings by Third Parties.

- (1) No person dealing with the Administrative Agent, any of the Secured Parties or any agent or receiver shall be required to determine (i) whether the Security Interest has become enforceable, (ii) whether the powers which such person is purporting to exercise have become exercisable, (iii) whether any money remains due to the Administrative Agent or the Secured Parties by CCI, (iv) the necessity or expediency of the stipulations and conditions subject to which any sale or lease is made, (v) the propriety or regularity of any sale or other dealing by the Administrative Agent or any Secured Party with the Collateral, or (vi) how any money paid to the Administrative Agent or Secured Parties has been applied.
- (2) Any purchaser of all or any part of the Collateral from the Administrative Agent or any receiver or agent shall hold the Collateral absolutely, free from any claim or right of whatever kind, including any equity of redemption, of CCI, which it specifically waives (to the fullest extent permitted by law) as against any such purchaser together with all rights of redemption, stay or appraisal which CCI has or may have under any rule of law or statute now existing or hereafter adopted.

Section 4.8 Linking Trademarks

Whenever the Security Interest has become enforceable, CCI may, at its option, and shall, at the request of the Administrative Agent:

- (1) cancel the registration of any trademarks containing both the element "MIKE" and the element "clear" in any language (including without limitation, the trademark "MIKE/clearNET" circle design registration number 823,818 and the trademark "MIKE/clearNet" in chinese characters) (collectively, the "Linked Trademarks") within 30 days after receipt of the Administrative Agent's notice; and
- (2) cease to use as soon as possible the Linked Trademarks and to destroy all material relating to the Linked Trademarks.

ARTICLE 5 GENERAL

Section 5.1 Discharge.

The Security Interest shall be discharged upon, but only upon, full payment and performance of the Obligations. Upon discharge of the Security Interest and at the request and expense of CCI, the Administrative Agent shall execute and deliver to CCI such releases and discharges as CCI may reasonably require.

Section 5.2 Amendments, etc.

No amendment or waiver of any provision of this Agreement, nor consent to any departure by CCI from such provisions, is effective unless in writing and approved by the Administrative Agent. Any amendment, waiver or consent is effective only in the specific instance and for the specific purpose for which it was given.

Section 5.3 Waivers.

No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of such right or the exercise of any other right.

Section 5.4 No Merger.

This Agreement shall not operate by way of merger of any of the Obligations and no judgment recovered by the Administrative Agent or any of the Secured Parties shall operate by way of merger of, or in any way affect, the Security Interest, which is in addition to, and not in substitution for, any other security now or hereafter held by the Administrative Agent and the Secured Parties in respect of the Obligations.

Section 5.5 Further Assurances.

CCI shall from time to time, whether before or after the Security Interest shall have become enforceable, do all acts and things and execute and deliver all transfers, assignments and instruments as the Administrative Agent may reasonably require for (i) protecting the Collateral, (ii) perfecting the Security Interest, and (iii) exercising all powers, authorities and discretions conferred upon the Administrative Agent. CCI shall, from time to time after the Security Interest has become enforceable, do all acts and things and execute and deliver all transfers, assignments and instruments as the Administrative Agent may require for facilitating the sale or other disposition of the Collateral in connection with its realization.

Section 5.6 Supplemental Security.

This Agreement is in addition and without prejudice to and supplemental to all other security now held or which may hereafter be held by the Administrative Agent or the Secured Parties.

Section 5.7 Notices.

Any notice, direction or other communication provided for in this Agreement shall be in writing and given in accordance with the Guarantee.

Section 5.8 Successors and Assigns.

This Agreement shall be binding upon CCI, its successors and assigns, and shall enure to the benefit of the Administrative Agent and the Secured Parties and their successors and assigns. All rights of the Administrative Agent shall be assignable and in any action brought by an assignee to enforce any such right, CCI shall not assert against the assignee any claim or defence, which CCI now has or hereafter may have against the Administrative Agent or any the of the Secured Parties.

Section 5.9 Gender and Number.

Any reference in this Agreement to gender shall include all genders and words importing the singular number only shall include the plural and vice versa.

Section 5.10 Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

Section 5.11 Severability.

If any provision of this Agreement shall be deemed by any court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.

Section 5.12 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 5.13 Counterparts.

This agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.14 Facsimile Signature.

For the purpose of this Agreement facsimile signatures constitute original signatures.

IN WITNESS WHEREOF CCI has executed this Agreement.

**CLEARNET COMMUNICATIONS
INC.**

By: 

Authorized Signing Officer



SCHEDULE "A"

<i>Trade-mark</i>	<i>Application No.</i>	<i>Registration No.</i>	<i>Territories</i>
MIKE GREEN CARD			
MIKE NETWORKS and Design			Canada
THE MIKE NETWORK			Canada
1-888-123MIKE	823,816 75/260,198		Canada/ USA
MIKE-O-GRAM	823,820		Canada
MIKE'S	823,821 75/260,182		Canada/ USA
MIKE Design	823,823		Canada
MAN'S FACE Design (Mike)	823,824 75/260,184		Canada/ USA
MIKE	823,825 75/260,288		Canada/ USA
MIKE'S GREEN CARD	851,698	504,170	Canada
MIKE'S DIRECT CONNECT	856,088		Canada
MIKE'S REPAIR EXCHANGE PLUS Design	862,205		Canada
MIKE'S DATA SERVICES	880,537		Canada