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U.S. Patent & TMOtc/TM Mail Rpt Dt. #26

U.S. Department of Commerce
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TRADEMARK

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

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Name

DBA/AKA/TA

Composed of

Address (line 1)

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- Individual General Partnership Limited Partnership
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- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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01 FC:481 40.00 OP
02 FC:482 50.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002048 FRAME: 0119

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name MR. CHUCK GERBER, DIRECTOR OF LITIGATION AND MANAGING DIRTECTOR.

Address (line 1) 1 WORLD FINANCIAL CENTRE, 37TH FLOOR

Address (line 2) 200 LIBERTY STREET

Address (line 3) NEW YORK, NEW YORK 10281

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 800-833-9848

Name TONYA CHAPPLE

Address (line 1) 80 STATE STREET

Address (line 2) ALBANY, NEW YORK 12207

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 6

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

[Empty boxes for Trademark Application Numbers]

1,832,633 1,791,455 1,791,454
1,835,233 1,895,928 1,833,710
1,829,253 [Empty] [Empty]

Number of Properties Enter the total number of properties involved. # 7

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 190.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

TONYA CHAPPLE
Name of Person Signing

Tonya Chapple
Signature

2-28-2000
Date Signed

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "**Agreement**"), dated as of August 28, 1999, between **SPECIALIX INCORPORATED**, a corporation existing under the laws of California (the "**Grantor**"), and **CANADIAN IMPERIAL BANK OF COMMERCE**, as agent (in such capacity, together with its successors and assigns in such capacity, the "**Agent**"), whose address is Commerce Court West, 9th Floor, Toronto, Ontario M5L 1A2, for the benefit of the Agent and each of the Lenders (the Agent and the Lenders being referred to collectively as the "**Secured Parties**");

WITNESSETH:

WHEREAS the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments, supplements, restatements, replacements and other modifications, if any, from time to time made thereto, the "**Security Agreement**");

AND WHEREAS the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations;

AND WHEREAS the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE for good and valuable consideration the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of each of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations, the Grantor does hereby mortgage, pledge, hypothecate to the Agent, and grant to the Agent a security interest in, for the rateable benefit of each Secured Party, all of the following property (the "**Trademark Collateral**"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Trademarks Office, the United States Patent and Trademark Office or in any office or agency of

Canada or any Province thereof, the United States or any State thereof, or any foreign country, including those referred to in Attachment 1 hereto and all reissues, extensions or renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items described in clause (a), including each Trademark license referred to in Attachment 1 hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the Canadian Trademark Office and the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of each of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF the Grantor hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

SPECIALIX INCORPORATED

Per: 
Name: *MICHAEL DAMICO*
Title: *DIRECTOR*

Address: c/o Perle Systems Limited
60 Renfrew Drive
Markham, Ontario
L3R 0E1

Facsimile No.: (905) 475-8646

Attention: President

Item A. Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	RIO	1832633	April 26, 1994
United States	SPECIALIX	1791455	September 7, 1993
United States	ATERM	1791454	September 7, 1993
United States	I/O 8+	1835233	May 10, 1994
United States	I/04	1895928	May 30, 1995
United States	MTA	1833710	May 3, 1994
United States	RTA	1829253	April 5, 1994

Item B. Trademark Licenses

None