

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cossette Communications Inc.		11/27/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	First Canadian Place
Internal Address:	Asset Based Lending, 1st Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77456750	SELLWELL

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe Street
 Address Line 2: Chapman and Cutler LLP
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1699131
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$40.00 77456750

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

12/01/2008

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 27th day of November, 2008, COSSETTE COMMUNICATIONS INC., a New York corporation ("*Debtor*") with its principal place of business and mailing address at 415 Madison Avenue, New York, New York 10017, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank ("*BMO*"), with its mailing address at Asset Based Lending, 1st Floor, First Canadian Place, Toronto, Ontario M5X 1A1, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor or assign to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Cossette Communication Group Inc., a company organized in the Province of Quebec, Cossette Communication Inc., a corporation organized in Canada, Debtor, and certain affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, such affiliates of Debtor and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

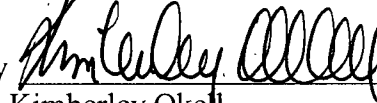
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COSSETTE COMMUNICATIONS INC.

By



Kimberley Okell
Corporate secretary

By



Martin Faucher
Authorized signatory

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, AS AGENT

By

James Di Giacomo
Director Syndications
Corporate Finance Division

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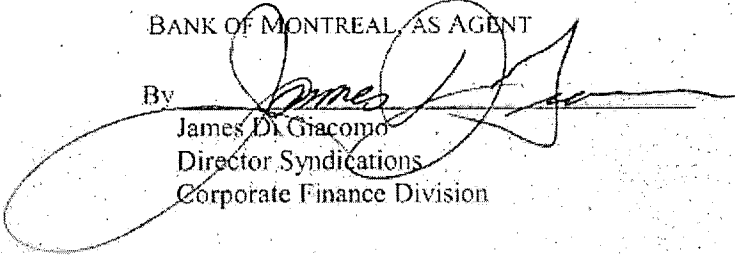
COSSETTE COMMUNICATIONS INC.

By _____
Kimberley Okell
Corporate secretary

By _____
Martin Faucher
Authorized signatory

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, AS AGENT

By 
James Di Giacomo
Director Syndications
Corporate Finance Division

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**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARKS	REG. NO./SERIAL NO.	DATE OF REGISTRATION/APPLICATION
SellWell	77456750	April 24, 2008