

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cossette Communication Group Inc.		11/27/2008	CORPORATION: QUEBEC

**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: 6**

Property Type	Number	Word Mark
Serial Number:	77297463	COSSETTE CONVERGENT PATH
Serial Number:	77297465	ELVIS COMMUNICATIONS
Registration Number:	3417091	BRAND HABITAT
Registration Number:	3349969	IDENTICA BRANDING & DESIGN
Serial Number:	77526003	PEOPLE FROM COSSETTE
Registration Number:	2954092	RESONANCE CRM FROM COSSETTE

**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

CH \$165.00 77297463

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1699131

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

12/19/2008

Total Attachments: 4

source=2537539#page1.tif

source=2537539#page2.tif

source=2537539#page3.tif

source=2537539#page4.tif

## TRADEMARK COLLATERAL AGREEMENT

This 27th day of November, 2008, COSSETTE COMMUNICATION GROUP INC., a company organized in the Province of Quebec ("*Debtor*") with its principal place of business and mailing address at 801 Grande-Allée West, Suite 200, Québec, Québec G1S 1C1, 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, 1<sup>st</sup> Floor, First Canadian Place, Toronto, Ontario M5X 1A1, acting as administrative agent hereunder for the Lenders 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 Lenders 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 Indebtedness of Debtor and Cossette Communication Inc., a corporation organized in Canada, as set out in that certain General Security Agreement bearing even date herewith between Debtor and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

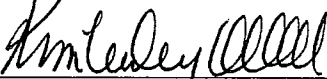
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without 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 Indebtedness. 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 COMMUNICATION GROUP 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

::ODMA\PCDOCS\MTL01\1751193\1

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 COMMUNICATION GROUP 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

::ODMA\PCDOCS\MTL01\1751193\1

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

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

MARKS	REG. NO./SERIAL NO.	DATE OF REGISTRATION/APPLICATION
Cossette Convergent Path	77297463	October 5, 2007
Elvis Communications	77297465	October 5, 2007 (Abandoned)
Brand Habitat	3417091	April 29, 2008
Identica Branding & Design	3349969	December 4, 2007
People from Cossette	77526003	July 18, 2008
Resonance CRM from Cossette	2954092	May 24, 2005