

Form PTO-1594

RE

U.S. Department of Commerce

(Rev. 11/95)

Patent and Trademark Office



100957677

To the Honorable Commissioner of Patents and Trademarks, Patent and Trademark Office, Washington, DC 20503

Rec'd

ARD 2/2/99

1. Name of conveying party(ies):

PERLE SYSTEMS INC.
630 Oakmont Lane
Westmont, IL 60559

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: January 28, 1999

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

Name: CANADIAN IMPERIAL BANK OF COMMERCE

Internal Address: _____

Street Address: Commerce Court West, 9th Floor

City: Toronto State: Ontario ZIP: M5L 1A2

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

B. Trademark No.(s)

1,536,175 1,769,841

Additional numbers attached Yes No

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

Name: Howard L. Rosenberg

Internal Address: Mayer, Brown & Platt

Street Address: 190 South LaSalle Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

65E

02/04/1999 SBURHS 00000058 1536175

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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.

Howard L. Rosenberg
Name of Person Signing

Signature

February 1, 1999
Date

Total number of pages comprising cover sheet and document attachments: 6

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "**Agreement**"), dated as of January 28, 1999, between PERLE SYSTEMS INC., a corporation existing under the laws of Delaware (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 Item A of Attachment I 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 Item B of Attachment I 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 I 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

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.

PERLE SYSTEMS INC.

Per: Daniel Stragan
Name: DANIEL S. FRAGEN

Title: PRESIDENT, PERLE SYSTEMS INC.

Address: 630 Oakmont Lane
Westmont, Illinois 60559
U.S.A.

Facsimile No.: (630) 789-3171

Attention: President

Item A. TrademarksU.S. Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>International Class</u>
ONELINE	1,536,175	4/25/89	9
PERLE	1,769,841	5/11/93	9 and 37

Foreign Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>International Class</u>
Australia	PERLE	659935	2/19/98	37
Australia	PERLE	659934	2/19/98	9
Canada	PERLE	470015	1/29/98	9, 37
China	PERLE	967871	3/21/97	37
China	PERLE	962492	3/14/97	9
Germany	PERLE	39514894	3/27/96	9, 37
France	PERLE	95566002	4/4/95	9, 37
Hong Kong	PERLE	09448/96	10/14/96	9
Italy	PERLE	716867	7/16/97	9, 37
South Korea	PERLE	348748	10/18/96	9
South Korea	PERLE	34470	1/21/97	37
Singapore	PERLE	3430/95	10/29/97	9
Spain	PERLE	1976492	1/5/96	37
Taiwan	PERLE	91255	6/1/97	37

Foreign Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>International Class</u>
Taiwan	PERLE	755556	4/1/97	9
United Kingdom	PERLE	2018839	5/1/98	9, 37
Spain	PERLE	1976491	1/5/96	9

Pending U.S. Trademark Applications

NONE

Pending Foreign Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>International Class</u>
Singapore	PERLE	3431/95	4/18/95	37
Japan	PERLE	7-52957	5/30/95	37
Japan	PERLE	7-52956	5/20/95	9