

4/18/02

05-01-2002

FORM PTO-1594

RECC



BT

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

102074630

Patent and Trademark Office

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

1. Name of conveying party(ies): ARRIS
Livingston International Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Ontario, Canada
 Other _____

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

2. Name and address of receiving party(ies):
Name: The Bank Of Nova Scotia
Street Address: Syndication Department
44 King St. West, 16th Floor
Toronto, Ontario Canada M5H 1H1

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Canadian chartered 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) and address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 11, 2002

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

A. Trademark Application No.(s) B. Trademark No.(s) 2,093,571
2,461,821

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: R. Kent Roberts
Hodgson Russ LLP
Internal Address: Intellectual Property Law Section
Street Address: One M&T Plaza, Suite 2000
City: Buffalo State: NY ZIP: 14203-2391

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
08-2442
(Attach duplicate copy of this page if paying by deposit account)

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.

R. Kent Roberts, Reg. No. 40,786 *R. Kent Roberts* April 11, 2002
Name of Person Signing Signature Date

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

04/30/2002 DBYRNE 00000177 2093571 8

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

668664

TRADEMARK
REEL: 002495 FRAME: 0952

Designation Of Domestic Representative

The undersigned is not a U.S. entity and hereby appoints Hodgson Russ LLP, whose postal address is One M&T Plaza, Suite 2000, Buffalo, NY 14203, (716) 856-4000, as applicant's domestic representative upon whom notices of process to the undersigned in proceedings affecting the marks corresponding to U.S. trademark registration 2,093,571 and U.S. trademark registration 2,461,821 may be served.

THE BANK OF NOVA SCOTIA

BY: 

TITLE: _____

ERIC W. READ
DIRECTOR

BFLODOCS 668631v2 (#bx302!.DOC)

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of February 11, 2002, between LIVINGSTON INTERNATIONAL INC., a corporation amalgamated under the laws of Ontario (the "Grantor"), in favour of THE BANK OF NOVA SCOTIA, as administration agent (in such capacity, together with its successors and assigns in such capacity, the "Agent"), whose address is Syndication Department, 44 King Street West, 16th Floor, Toronto, Ontario M5H 1H1, for the benefit of the Agent and each of the financial institutions that is or that becomes a Lender under, and as defined in, the Credit Agreement as hereafter defined (the Agent and the Lenders being referred to collectively as the "Secured Parties");

WITNESETH:

WHEREAS pursuant to a credit agreement dated as of February 11, 2002 (together with all amendments, supplements, restatements, replacements and other modifications, if any, from time to time made thereto, the "Credit Agreement"), among the Agent, the Lenders and the Grantor, the Lenders have extended Individual Commitments to grant Accommodation to the Grantor;

AND WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a general 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 as a condition precedent to the granting of Accommodation under the Credit Agreement, 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

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, and in order to induce the Lenders to grant Accommodation pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each of the Secured Parties, as follows:

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.

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,

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for its benefit and for the 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 or in any office or agency of Canada or any Province thereof or any foreign country, including those referred to in Item A of 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 Item B of 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.

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.

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4. Release of Security Interest.

Upon payment in full of all Obligations and the termination of all Individual Commitments, 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.

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.

6. Loan Document etc.

This Agreement is a document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. Governing Law.

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

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.

LIVINGSTON INTERNATIONAL INC.

Per: _____
Name: _____
Title: _____

Address: 405 The West Mall,
Suite 400
Toronto, Ontario
M9C 5K7

Facsimile: (416) 622-8886
Attention: President

EXHIBIT A
ATTACHMENT 1
to
Agreement
(Trademark)

Registered Trademarks - Canada

<u>Trade-mark</u>	<u>Registered Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiry</u>
ATLANTIC PARCEL SERVICE	Livingston International Inc.	349809	January 6, 1989	January 6, 2004
HORSE HEAD DESIGN	Arthur L. Brunette, a division of Livingston International Inc.	408120	February 12, 1993	February 12, 2008
MARITIME PARCEL SERVICE	Livingston International Inc.	323462	February 6, 1987	February 6, 2002
STAR DESIGN	Mendelssohn-Commercial, a division of Livingston International Inc.	412401	May 14, 1993	May 14, 2008
CLEARLINX	Livingston International Inc.	480599	August 14, 1997	August 14, 2012
INSIGHT	Livingston International Inc.	516768	September 22, 1999	September 22, 2014
CLASSIT	Livingston International Inc.	503,384	October 30, 1998	October 30, 2013
BLAIKLOCK	Blaiklock Inc. (Now Livingston International Inc.)	432,732	September 2, 1994	September 2, 2009
BLAIKLOCK & DESIGN	Blaiklock Inc. (Now Livingston International Inc.)	433,042	September 9, 1994	September 9, 2009

Unregistered Trademarks - Canada

<u>Trade-mark</u>	<u>Applicant</u>	<u>Application No.</u>	<u>Application Date</u>
NAFTA Advantage	Livingston International Inc.	1103924	June 14, 2001

EZ Net	Livingston International Inc.	N/A	N/A
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Registered Trade Marks - United States

Nil.

Unregistered Trade Marks - United States

<u>Trade-mark</u>	<u>Applicant</u>	<u>Application No.</u>	<u>Application Date</u>
Livingston & design	Livingston Group Inc. Livingston International Inc. is a Licensee. ¹		
LI and design	Livingston Group Inc. Livingston International Inc. is a Licensee. ¹		
NAFTAdvantage	Livingston International Inc.		
EZ Net	Livingston International Inc.		

Trade Marks Licenses - Canada

<u>Trade-marks</u>	<u>Registered Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiry</u>
LIVINGSTON & DESIGN	UPS Logistics Group Canada Limited Livingston International Inc. is a Licensee. ¹	416,600	September 10, 1993	September 10, 2008

¹ Pursuant to the terms of an agreement between Livingston Group Inc. (now UPS Logistics Group Canada Limited) and L.I.I. Holdings Corp. (now Livingston International Inc.) dated November 25, 1997, L.I.I. Holdings Corp. was granted an exclusive perpetual right and license on a royalty free basis to use the trademarks registered in Canada and the United States throughout the world. In addition, L.I.I. Holdings Corp. was appointed the agent of Livingston Group Inc. to grant any other person or entity the rights and licenses granted to it other than the right to act as the agent of Livingston Group Inc. Accordingly, L.I.I. Holdings Corp. granted Livingston International, Inc. a license to the trademarks registered in the United States.

LI & DESIGN	UPS Logistics Group Canada Limited Livingston International Inc. is a Licensee. ¹	402,875	September 18, 1992	September 18, 2007
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Trade Marks Licenses - United States

<u>Trade-marks</u>	<u>Registered Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiry</u>
CLEARLINX	Livingston Group Inc. Livingston International, Inc. is a Licensee. ¹	2,093,571	September 2, 1997	September 2, 2007
LIVINGSTON & DESIGN	Livingston Group Inc. Livingston International, Inc. is a Licensee. ¹	2,461,821	June 19, 2001	June 19, 2011

Trade Names

Mendelssohn - Commercial