

4/18/02

05-01-2002

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

102074631

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):

Livingston International, Inc.

FINANCIAL

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: February 11, 2002

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

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

A. Trademark Application No.(s)

B. Trademark No.(s) 2,166,202

2,155,264

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: 1 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

Name of Person Signing

Signature

Date

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

04/30/2002 DBYRNE 00000179 2166202

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01 FC:481
02 FC:48240.00 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

BFLODOCS:664931_1 (B601)

TRADEMARK

REEL: 002495 FRAME: 0960

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of February 11, 2002, between LIVINGSTON INTERNATIONAL, INC., a corporation incorporated under the laws of Delaware (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 the ratable benefit of 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 Livingston International Inc. (the "Borrower"), the Lenders have extended Individual Commitments to grant Accommodation to the Borrower;

AND WHEREAS, in connection with the Credit Agreement, 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 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

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hereby mortgage, pledge, hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and for the ratable 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 styles, service marks, certification marks, collective marks, logos, other source-of-goods or source-of-services identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature of the Grantor (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 (excluding intent-to-use registration applications in the United States), 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 other office or agency of Canada or any Province thereof, the United States of America or any State 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, the United States Patent and Trademark Office or any other office or agency of Canada or any Province thereof, the United States of America or any State thereof or any foreign country as the Agent may deem necessary to protect or perfect such security interest. The

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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.

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 internal laws of the State of New York (including for such purposes Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

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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 No.: (416) 622-8886

Attention: President

EXHIBIT A
ATTACHMENT 1

to

Agreement

(Trademark)

Registered Trademarks - Canada

Nil.

Unregistered Trademarks - Canada

Nil.

Registered Trade Marks - United States

<u>Trade-marks</u>	<u>Registered Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiry</u>
CLASSIT	Livingston International, Inc.	2,166,202	June 16, 1998	June 16, 2008
INSIGHT	Livingston International, Inc.	2,155,264	May 5, 1998	May 5, 2008

Unregistered Trade Marks - United States

Nil.

Trade Marks Licenses - Canada

Nil.

Trade Marks Licenses - United States

Nil.

Trade Names

Nil.

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 2,166,202 and U.S. trademark registration 2,155,264 may be served.

THE BANK OF NOVA SCOTIA

BY:  _____

ERIC W. READ
DIRECTOR

TITLE: _____

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