

## 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
Minacs Worldwide Inc.		02/11/2005	CORPORATION: ONTARIO
The Minacs Group (U.S.A.) Inc.		02/11/2005	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	a Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	76573178	TIQ TOQ
Registration Number:	2745505	(MINACS) WORLDWIDE
Registration Number:	2661062	MINACS
Registration Number:	2554444	MINACS PROCOM INC.
Registration Number:	2263959	

## CORRESPONDENCE DATA

Fax Number: (213)996-3339

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky &amp; Walker LLP

Address Line 1: 515 S. Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:

Claudia Immerzeel

TRADEMARK

900020002

REEL: 003032 FRAME: 0515

OP \$140.00 76573178

Signature:

/Claudia Immerzeel/

Date:

02/18/2005

Total Attachments: 6

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 11th day of February, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, in its capacity as collateral agent for the Lender Group (together with its successors, "Collateral Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") among Minacs Worldwide Inc., a corporation created under the laws of the Province of Ontario, as borrower ("Borrower"), each subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto (together with the Borrower, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders party thereto ("Lenders"), and Ableco, as administrative agent for the Lender Group (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent"; and together with Collateral Agent, each an "Agent" and collectively, "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Financing Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
  - (c) all reissues, continuations or extensions of the foregoing;
  - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**MINACS WORLDWIDE INC.**

By: [Signature]  
Name: BERRY McDONALD  
Title: cto

By: [Signature]  
Name: Glen Chow  
Title: Glen Chow, treasurer

**THE MINACS GROUP (U.S.A.) INC.**

By: [Signature]  
Name: BERRY McDONALD  
Title: cto

By: [Signature]  
Name: Glen Chow  
Title: Glen Chow, treasurer

**ACCEPTED AND ACKNOWLEDGED  
BY:**

**ABLECO FINANCE LLC,  
as Collateral Agent**

By: \_\_\_\_\_

Name: KEVIN GENDA

Title: SENIOR VICE PRESIDENT

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

**MINACS WORLDWIDE INC.  
REGISTERED TRADE MARKS - CANADA**

TRADE MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE
CUSTOMER FIRST	TMA0621378	October 1, 2004	Oct. 1, 2019
MINACS design	TMA0597225	December 11, 2003	Dec. 11, 2018
MINACS design	TMA0598974	January 9, 2004	Jan. 9, 2019
IN design	TMA0598938	January 9, 2004	Jan. 9, 2019
MINACS INFORM. INSPIRE. INFLUENCE.	TMA0599097	January 12, 2004	Jan. 12, 2019
INFORM. INSPIRE. INFLUENCE.	TMA0599098	January 12, 2004	Jan. 12, 2019
MINACS design	TMA0598809	January 8, 2004	Jan. 8, 2019
(MINACS) WORLDWIDE	TMA0553448	November 5, 2001	Nov. 5, 2016
MINACS	TMA0521793	January 19, 2000	Jan. 19, 2015
MINACS INTELICOM INC.	TMA0496281	June 17, 1998	June 17, 2013
MINACS PROCOM INC.	TMA0496280	June 17, 1998	June 17, 2013
THE MINACS GROUP INC.	TMA0480164	August 12, 1997	Aug. 12, 2012
VOICE ALERT*	TMA0423576	February 25, 1994	Feb. 25, 2009
ORATOR*	TMA0381499	March 15, 1991	Mar. 15, 2006
VOICE COURIER*	TMA0381498	March 15, 1991	Mar. 15, 2006
DMS**	TMA0425100	March 11, 1994	Mar. 11, 2009

\* these three Trademarks are registered to Phonetix Corporation (a predecessor of the Borrower) and are no longer in use and will be allowed to lapse on expiry.

\*\* this Trademark is registered to D. Millman Marketing Services Inc. (a predecessor of the Borrower) and is no longer in use and will be allowed to lapse on expiry.

**REGISTERED TRADE MARKS - UNITED STATES**

TRADE MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE
(MINACS) WORLDWIDE	2,745,505	August 5, 2003	Aug. 5, 2013
MINACS	2,661,062	December 17, 2002	Dec. 26, 2010
MINACS PROCOM INC.	2,554,444	April 2, 2002	Apr. 2, 2012
Stacked Boxes design	2,263,959	July 27, 1999	July 27, 2009

**PENDING APPLICATIONS**

TRADE MARK	FILE NUMBER	FILING DATE	STATUS
TIQ TOQ	76/573178	January 26, 2004	pending

**THE MINACS GROUP (USA) INC.  
TRADE MARKS  
MICHIGAN STATE REGISTER**

TRADE MARK	REGISTRATION NUMBER	REGISTRATION DATE	RENEWAL DATE
PHOENIX GROUP, INC.	M18081	August 6, 1993	August 6, 2013
PHOENIX GROUP, INC.	M17081	August 6, 1993	August 6, 2013

**Trade Names**

Minacs Worldwide

Phoenix Group

**Common Law Trademarks**

Nil.

**Trademarks Not Currently In Use**

Nil.

**Trademark Licenses**

Nil.