

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

Attorney Docket No. 0559-1047

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

<p>1. Name of conveying party(ies):</p> <p>LAGARDERE SCA</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Other <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - France</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: COROLIANE</p> <p>Street Address: rue Jean-Pierre Timbaud 78180 Montigny Le Bretonneux France</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - France <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - Licensing Agreement <input type="checkbox"/> Security Agreement</p> <p>Execution Date: February 28, 2005</p>	

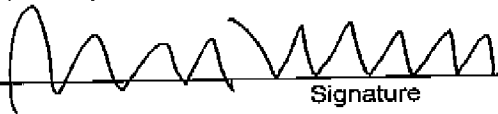
<p>4. Application number(s) or registration (numbers):</p> <p>A. Trademark Application No(s).</p>	<p>B. Trademark Registration No(s).</p> <p>2,031,352</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
---	--

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Mark Lebow YOUNG & THOMPSON Second Floor 745 South 23rd Street Arlington, VA 22202</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account No. 25-0120 (Attach duplicate copy of this page if paying by deposit account.)</p>
--	---

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.

Robert J. Patch
Name of Person Signing

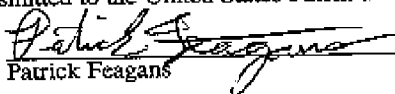

Signature

May 23, 2005
Date

Total number of pages including cover sheet: [21]

Certificate of Transmission

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office on May 23, 2005.


Patrick Feagans

CH \$40.00 250120 2031362

RECORDATION FORM COVER SHEET

Additional conveying and receiving parties

Continuation of Box 1--Name of conveying party(ies):

Continuation of Box 2--Name and address of receiving party(ies):

Name: AASTRA TECHNOLOGIES LIMITED

Address: 155 Snow Boulevard, Concord, Ontario, Canada L4K 4N9

Corporation: Canada

Name:

Address:

Continuation of Box 4--Application number(s) or patent number(s):

**C L I F F O R D
C H A N C E**

SOCIETE D'EXERCICE LIBERAL D'AVOCATS A FORME ANONYME

LAGARDERE

AND

COROLIANE

TRADEMARK LICENSING AGREEMENT



TRADEMARK

REEL: 003122 FRAME: 0390

CONTENTS

CLAUSE	PAGE
1. DEFINITIONS.....	2
2. PURPOSE	3
3. RIGHTS GRANTED	3
4. TRANSFER.....	4
5. SUB-LICENSES.....	4
6. ROYALTIES.....	5
7. WARRANTIES.....	6
8. DEFENSE OF TRADEMARKS	6
9. LAGARDERE'S OBLIGATIONS.....	7
10. COROLIANE'S OBLIGATIONS.....	7
11. TERM.....	8
12. TERMINATION	8
13. MISCELLANEOUS	9
14. GOVERNING LAW - JURISDICTION CLAUSE.....	10
15. POWERS	10
SCHEDULE 1 - LIST OF TRADEMARKS CONCERNED.....	11
SCHEDULE 2 - SUMMARY of third parties trademark licences	15
SCHEDULE 3 - Letter of COMFORT of AASTRA.....	17

TRADEMARK LICENSING AGREEMENT**BETWEEN THE UNDERSIGNED:**

1. Lagardere SCA, a *société en commandite par actions* with share capital of EUR 851.664.913 having its registered office at 4 rue de Presbourg, Paris 75116 and registered with the Paris Registry of Commerce and Companies under number 320 366 446, represented by Mr Norbert Giaoui, duly authorized,

hereinafter "Lagardere or the Licensor"

OF THE FIRST PART**AND**

2. Coroliane, a *société anonyme* with share capital of EUR 25,031,712.25 having its registered office at rue Jean-Pierre Timbaud, 78180 Montigny Le Bretonneux and registered with the Versailles Registry of Commerce and Companies under number 398 414 425, represented by Mr Antony P. Shen, duly authorized,

hereinafter "Coroliane or the Licensee"

OF THE SECOND PART

hereinafter also together or separately referred to as the "Parties" or a "Party"

3. Aastra Technologies limited, a Canadian Corporation having its registered office at 155 Snow Boulevard, Concord, Ontario, Canada L4K 4N9, represented by Mr Antony P. Shen and Mr Francis N. Shen, duly authorized,

hereinafter "Aastra"

WHEREAS:

- a) Coroliane is engaged in the research, design, development, purchase, sale, leasing, rental, installation, maintenance, support and training activities in the field of PBX enterprise telephony including voice-over-internet protocol telephony and enterprise communications networks (the "Activities").
- b) The Activities, as previously carried out by EADS Telecom, EADS Defence and Security Systems SA and certain of their subsidiaries, were contributed to Coroliane whose whole share capital has been sold to Aastra Technologies France SAS on 28 February 2005 (the "Transaction").
- c) In the context of this Transaction, Coroliane wishes to use the MATRA trademarks owned by Lagardere in relation with the Activities.
- d) In the context of the Transaction, the Parties have therefore agreed to enter into this Agreement, detailing the terms and conditions whereby Lagardere grants to Coroliane a non-exclusive trademark license on the MATRA trademarks and Coroliane acknowledges and agrees upon such terms and conditions.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**1. DEFINITIONS**

In this Agreement, the words and expressions set out hereunder shall, unless the context otherwise requires, have the following meaning:

Agreement: means the present Agreement and the attached Schedules

Aastra Group Companies: mean Aastra or any entities which are directly or indirectly controlled by Aastra. For purpose of this Agreement, and except as otherwise provided, control shall be defined by reference to article L.233.3 - I of the French Commercial Code.

EADS Group: means EADS N.V. or any entities which are directly or indirectly controlled by EADS N.V. For purpose of this Agreement, and except as otherwise provided, control shall be defined by reference to article L.233.3 - I of the French Commercial Code.

Lagardere Group: means Lagardere or any entities which are directly or indirectly controlled by Lagardere. For purpose of this Agreement, and except as otherwise provided, control shall be defined by reference to article L.233.3 - I of the French Commercial Code.

- MATRA Trademarks:** mean the MATRA trademarks set out in Schedule 1.
- Net Sale Price:** means the sale price of each PBX Branded Products received by Coroliane or Aastra Group Companies from a third party excluding taxes, after deduction of discount, rebates to customers, returns, transportation and insurance costs.
- Net Sales Revenues:** means the revenues generated by the sale of PBX Branded Products by Coroliane or the Aastra Group Companies based upon the Net Sale Price of each PBX Branded Product.
- PBX Products:** mean any 6500/Nexpan private branch exchange ("PBX") systems and associated terminals, as well as other PBX systems and applications including voice-over-internet telephony for enterprise communication solutions and enterprise communication networks exclusively, sold by Coroliane or Aastra Group Companies, whether or not these products are branded with the MATRA trademarks.
- PBX Branded Products:** mean any PBX Product that has been branded with the MATRA Trademarks (and specifically excludes Unbranded Products).
- Unbranded Products:** mean any PBX Products that has not been branded with the MATRA Trademark.

2. **PURPOSE**

Lagardere grants to Coroliane, with effect as of the date hereof, a worldwide, non-exclusive license on the MATRA Trademarks under the terms and conditions of this Agreement.

3. **RIGHTS GRANTED**

3.1 Lagardere grants to Coroliane a worldwide, non-exclusive right (subject to article 3.2) to use the MATRA Trademarks exclusively in association with the term AASTRA:

- in its corporate name and tradename and on any administrative documentation used to identify Coroliane vis-à-vis third parties (and inter alia on headed-paper, visiting cards or invoices) exclusively in relation with the Activities.

- on PBX Products intended for the companies market sector and on any marketing or commercial documentation relating to such PBX Products.

For avoidance of doubt, it is expressly agreed between the Parties that such a use shall not be understood as an authorization to use the MATRA Trademarks to designate and/or promote goods and services other than those related to the PBX Products.

- 3.2 As of the date hereof, Lagardere has already granted non-exclusive licenses on the MATRA Trademarks to third parties operating in the telecommunication field, as summarized in Schedule 2.

Notwithstanding the above, Lagardere undertakes, after the date hereof, not to grant any further MATRA Trademark license to any new party in relation with PBX Products, nor will Lagardere use the MATRA Trademarks in relation with PBX Products.

- 3.3 Except as provided under article 3.1, Coroliane is not authorized to use the MATRA trademarks.

In the event Coroliane wishes to extend the use of the MATRA Trademark to products other than the PBX Products, this will be subject to a new agreement to be discussed between the Parties.

- 3.4 Except as otherwise provided in this agreement, Coroliane may not amend the MATRA Trademarks in any way, by means of deletion, addition or adaptation, whether such deletions, additions or adaptations are verbal, written or graphic.

4. TRANSFER

- 4.1 This agreement cannot be transferred to any third party without the express written consent of Lagardere.

Notwithstanding the forgoing, Lagardere cannot oppose the transfer of the license in relation with the Activities exclusively, to Aastra Group Companies, subject to prior written notification of Lagardere.

5. SUB-LICENSES

- 5.1 Coroliane cannot grant sub-licensees to third parties without the express written consent of Lagardere.

- 5.2 Notwithstanding the above, Lagardere cannot oppose the granting of sub-licenses in relation with the Activities exclusively, to Aastra Group Companies, subject to prior written notification of Lagardere detailing the terms of the sub-license and the coordinates of the sub-licensee.

Coroliane shall inform Lagardere of any change of control of the sub-licensee (control being defined for the purpose of this clause by reference to Article L.233.3 of the French Commercial Code), merger or any similar transaction, dissolution, transfer,

lease management or contribution of all or part of the business of such sub-licensee. Upon request of Lagardere, Coroliane shall immediately take any necessary steps, to terminate these sub-license agreements, should such sub-licensee no longer remain an Aastra Group Company.

- 5.3 Lagardere cannot either oppose the granting of limited and non-transferable sub-licenses on the PBX Products exclusively to distributors and end-user customers, solely to the extent necessary to sell and use PBX Branded Products. For avoidance of doubt, distributors are not entitled to use the denomination MATRA as a trade name, shop sign or as a corporate name but are however duly authorized to use the MATRA trademark (including using marketing and commercial documentation relating to PBX Branded Products) to promote the sale and distribution of PBX Branded Products.
- 5.4 Sub-licenses referred to under article 5.2 and 5.3 above, are subject to obligations at least as restrictive as those contained herein and Coroliane shall remain jointly and severally liable for its sub-licensees in particular as far as any royalties due to Lagardere by Coroliane for the sale of PBX Branded Products by such sub-licensees are concerned.

6. ROYALTIES

6.1 In consideration for the rights granted hereunder Coroliane shall pay to Lagardere:

- a royalty fee amounting to 1.75% of the Net Sale Price of each PBX Branded Product.

It is expressly agreed between the Parties that the sales of Unbranded Products shall be expressly excluded from the scope of the royalties.

For greater certainty, the use of the corporate name or tradename by Coroliane or an authorized sub-licensee thereof pursuant to Sections 3.1 and 5.2 above shall not be subject to any additional royalty.

These royalties fees are payable at the end of each calendar quarter according to article 6.2 below.

6.2 Coroliane shall send to Lagardere, within 30 days of the end of each calendar quarter a report detailing the following:

- number of PBX Branded Products sold during the quarter;
- sale price of each PBX Branded Product;
- Net Sale Price of each PBX Branded Product.

Upon receipt of this report, Lagardere shall issue an invoice payable within 30 days following its receipt by Coroliane, based upon the 1.75% royalty rate.

In order to control the accuracy of the information provided by Coroliane, Lagardere will be authorized, once yearly, after the end of the applicable calendar year, to request an independent auditor to check the commercial and accounting documentation of Coroliane or any Aastra Group Companies for the previous calendar year, at Lagardere's own costs. In the event Lagardere has not exercised its audit right within 6 months following the publication of Aastra's consolidated accounts, Lagardere shall be deemed to have accepted the reports provided by Coroliane for the previous calendar year.

If this control reveals inaccuracies amounting to greater than 5% of the Net Sales Revenue in the declaration filed by Coroliane, the later will pay the costs relating to such audit.

6.3 Any late payment of the royalties shall automatically give rise to the application of a penalty calculated on the basis of an annual fixed rate of 5% calculated and payable per day late.

7. WARRANTIES

7.1 Lagardere only warrants the material existence of the MATRA trademarks referred to in Schedule 1.

7.2 Except as provided under article 7.1, this license is granted at licensee's owns risk and perils.

For the avoidance of doubt, Coroliane cannot claim or bring any action against Lagardere and in particular request any indemnification for any costs or loss relating to the use of the MATRA trademarks. In this respect Coroliane expressly waives hereby any such claim or action, in connection with the validity, enforceability, effectiveness of the MATRA trademarks.

8. DEFENSE OF TRADEMARKS

8.1 Coroliane shall promptly inform Lagardere of any claim and/or action initiated by third parties directed against Coroliane and relating to the latter's use of the MATRA Trademarks. Lagardere shall then, if it so deems necessary, at its own cost and risk, defends, in countries where the MATRA Trademarks are registered, its rights in connection thereto.

8.2 Coroliane shall promptly inform Lagardere of any infringement of the MATRA Trademarks by third parties of which it is aware. Coroliane may request Lagardere, in countries where the MATRA Trademarks are registered to initiate any claim and/or action against third parties, provided that Lagardere will not have an obligation in that respect.

8.3 Coroliane shall provide Lagardere with any reasonable information that Lagardere may consider to be necessary pursuant to articles 8.1 and 8.2 above. If Lagardere does not

bring action, Coroliane may do so, at its own cost and risk, provided however that it has first informed Lagardere.

Lagardere shall provide in that respect Coroliane with any reasonable information that Coroliane may consider necessary to defend its rights under this Agreement.

- 8.4 Lagardere shall be reimbursed by Coroliane for any costs and expenses incurred by Lagardere in prosecuting any third party identified and requested by Coroliane in article 8.2, as infringing the MATRA Trademarks under this Agreement, it being, however, understood that in such a case and only in such a case, any indemnity paid by third parties in connection with damages suffered by Coroliane as a result of the use of the MATRA Trademarks shall be for the benefit of Coroliane.

9. LAGARDERE'S OBLIGATIONS

- 9.1 Lagardere shall renew the Trademarks from time to time as required by applicable statutes and regulations.
- 9.2 Lagardere shall retain title to the MATRA trademarks. Any new MATRA trademark filed in relation with the Activities, may be subject, if necessary, to separate agreements to be entered into between the Parties.

10. COROLIANE'S OBLIGATIONS

- 10.1 Coroliane has the right to use the MATRA Trademarks in association with the AASTRA term exclusively and according to the terms of this Agreement.
- 10.2 Coroliane agrees to comply with the statutes and regulations in force in France and in any foreign countries where the MATRA Trademarks will be exploited.
- 10.3 According to Aastra's letter of comfort (a copy of which is enclosed in Schedule 3) Aastra shall undertake and represent that in the event that: (1) this Agreement is transferred to another Aastra Group Company, Aastra will operate, fund, finance and manage the affairs of such transferee in such a way that they will be in a position to satisfy the obligations (including payments of royalties) under this Agreement; or (2) Coroliane is restructured other than for economic reasons beyond the control of Aastra, Aastra will operate, fund, finance and manage the affairs of the restructured Coroliane or its successor entity in such a way that it will be in a position to satisfy its obligations (including payments of royalties) under this Agreement or (3) Coroliane is restructured for economic reasons beyond the control of Aastra, Aastra will operate, fund, finance and manage the affairs of the restructured Coroliane or its successor entity in such a way that it will be in a position to satisfy its obligations (including payments of royalties) under this Agreement subject to a maximum liability for Aastra under this article 10.3(3) of €7.000.000 (seven million Euros) in all events.
- 10.4 Coroliane and its employees, agents, consultants, sub-licensees or distributors, shall not act in any manner or make any representation and/or claim, to such an extent that

any such representation, action, claim whatsoever might damage the trade reputation or the goodwill of Lagardere, or the MATRA Trademarks.

- 10.5 Coroliane expressly acknowledges and represents that it has not acquired and shall not acquire, or claim towards Lagardere, any right or interest in the MATRA Trademarks, which shall remain Lagardere's sole property, other than the rights granted hereunder. In particular, Coroliane shall abstain from any registration of a trademark similar or combined with the MATRA Trademarks, or constituting a variation thereof.

11. TERM

- 11.1 This Agreement shall become effective on the date of execution hereof and will have a term of five years, which may be renewed for a further period of five years, subject to prior written notification by Coroliane to Lagardere of its intent to renew the term, at least twelve (12) months before the expiration of the first 5-year period, unless prior terminated under article 12 below.

In the event Coroliane has elected (as above) to renew for an additional five (5) years term, either Party may terminate this Agreement subject to a prior written notice at least 12 months before the end of the second five years period (for greater certainty, providing notice on or before the ninth (9th) year of the term of this Agreement).

In absence of termination, and after the second term, this Agreement shall be tacitly renewed for further successive five year period, unless terminated by either Party subject to a prior notice of at least of 12 months prior to the end of each such period.

Upon expiry of this Agreement, article 12.3 shall apply.

12. TERMINATION

- 12.1 The Parties may terminate this Agreement unilaterally, *ipso jure* and even in the absence of a formal claim before any court, in the event a Party is in breach of a material obligation under this agreement, which remains un-remedied within 60 days of receipt of written notice of such breach to the breaching Party through registered mail.

In case the Parties do not agree on the materiality of the obligation, upon expiration of the afore mentioned 60 days period, either Party shall have the right to submit such dispute to be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC) by a single arbitrator in Paris (France) appointed in accordance with said Rules. The arbitrator shall endeavour by all available means to expedite the proceeding, such that it may be concluded within a period of one month (which may extended by one or two additional months upon request by the arbitrator). The arbitrator shall limit his findings as to whether a breach of an obligation under this Agreement has occurred and whether such obligation was a material obligation. The decision shall be final and binding on the Parties.

- 12.2 Lagardere may terminate this Agreement unilaterally, *ipso jure*, and even in the absence of formal claim before any court:

- (a) in the event, the annual royalty paid by Coroliane to Lagardere with respect to PBX Branded Products is inferior to 300.000 € (three hundred thousand euros), during a least two calendar years (which may not be necessarily two consecutive calendar years).
- (b) in the event of change of control of Coroliane (change of control being defined for the purpose of this clause by reference to article L.233-3 of the French Commercial Code), merger or any similar transaction of Coroliane, dissolution of Coroliane, transfer, lease management or contribution of all or part of the business of Coroliane.
- (c) If a competitor of EADS Group, or Lagardere Group, acquires control of Aastra (control being defined for the purpose of this clause by reference to article L.233.3 of the French Commercial Code) but excluding any acquisition of control of Aastra by one or more financial institutions, whose function is to invest money.
- (d) if Coroliane or Aastra enters into winding-up, liquidation, or bankruptcy proceedings, either voluntary or involuntary, and/or enters into an arrangement for the benefit of creditors.

12.3 In case of termination, it is hereby irrevocably agreed that Coroliane shall within six (6) months of termination discontinue any use of the MATRA Trademarks in any form and on any basis whatsoever and in particular as a trademark or corporate name, and accordingly terminate in the same manner any sub-license granted under the terms of this Agreement except for any end-users sub-licenses for sales effected prior to termination. Any cost related to discontinuance of the MATRA Trademarks under this clause shall be borne by Coroliane.

Notwithstanding the above, Coroliane or any Aastra Group Companies will be entitled to sell the PBX Branded Products remaining in stock during a twelve (12) month term after the date of termination, subject to payment of royalties pursuant to article 6. Coroliane shall provide to Lagardere, within no more than two (2) month after the date of termination, with a detailed list of the products remaining in stock, as well as termination plan.

After the expiration of this 12 month term, any PBX Branded Products shall be re-branded or, if not possible, destroyed.

13. MISCELLANEOUS

- 13.1 Any amendment to the Agreement must be made in writing and executed by or on behalf of the Party against whom it is invoked.
- 13.2 Any delay in or failure by a Party to enforce its rights under the Agreement shall not be interpreted in any way as a waiver of such rights at any time thereafter.

13.3 Any clause of this Agreement that may be deemed invalid or ineffective, in whole or in part, for any reason:

- shall be severable from the Agreement such that the Agreement and each of its remaining provisions shall be valid and effective (except where the context requires such clause as essential to the Agreement);
- shall be replaced by the Parties by a valid and effective clause as near as possible in meaning and effect to that of the original clause.

14. GOVERNING LAW - JURISDICTION CLAUSE

This Agreement and all matters arising from or connected with it shall be governed by and construed in accordance with French law.

French Courts will have exclusive jurisdiction to adjudicate upon any litigation arising from this Agreement.

15. POWERS

Any bearer of a copy hereof may record this Agreement with the relevant authorities.

Made on 28 February 2005, in Paris

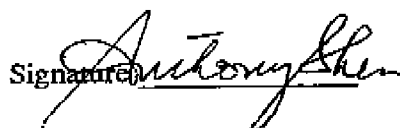
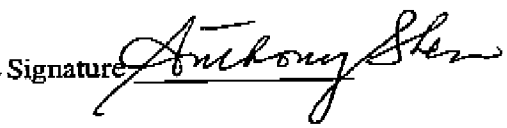
In four originals

Signed by Mr Norbert
Giaoui a duly authorised
representative of
Lagardere:

Signed by Antony P. Shen
a duly authorized
representative of
Coroliane:

Signed by Antony P. Shen
and Francis N. Shen duly
authorized representatives of
Aastra:


Signature _____

Signature  Signature 

SCHEDULE 1 - LIST OF TRADEMARKS CONCERNED

TM	Owner	Country	Filing n°	Filing date	Regist N°	Regist Date	Renewal Date	Classes	Comments
MATRA	Lagardere	France	1624222	26-11-1980	1624222	30-10-1990	30-10-2010	Appareils de telecommunication, Communications radiophoniques, telegraphique ou telephoniques (9-38)	Inscription de Licence au profit de EADS MATRA DIVISION - MATRA AUTOOMBILE DORO
MATRA (semi-fig)	Lagardere	France	98753072	07-10-1998	98753072	07-10-1998	07-10-2008	Installation, maintenance and updating of software (37)	Licence to Matra Automobile recorded
MATRA (semi-fig)	Lagardere	France	1617031	25-09-1990	1617031	25-09-1990	25-09-2010	Telephone and telecommunication apparatus; transmission services on any support (9-38)	Licence already recorded on behalf of Finacom and Matra Automobile
MATRA	Lagardere	Norway	138359	31-08-1999	138359	31-08-1999	31-08-2009	Apparatus for recording, transmission or reproduction of sound or images; telephone communication (9-38)	

TM	Owner	Country	Filing n°	Filing date	Regist N°	Regist Date	Renewal Date	Classes	Comments
MATRA	Lagardere	UK		15-05-1987	1310154	26-10-1990	15-05-2008	Telecommunication, telephone, message collection and transmission services (38)	
MATRA	Lagardere	UK		20-03-1991	1459038	25-11-1994	25-09-2007	Telephone, telecommunication installations (9)	
MATRA	Lagardere	UK		20-03-1991	1459041	02-04-1993	25-09-2007	Broadcasting and transmission of data via satellite (38)	
MATRA	Lagardere	UK		15-05-1987	1310155	14-12-1990	15-05-2008	Consultancy services relating to communication equipment (42)	
MATRA (semi-fig)	Lagardere	US	74/453345	2-11-1993	2031352	21-01-1997	21-01-2007	Telephone, communication instruments (9)	

20261129-2009738

TM	Owner	Country	Filing n°	Filing date	Regist N°	Regist Date	Renewal Date	Classes	Comments
MATRA (semi-fig)	Lagardere	Canada	089589800	08-11-1998	TMA532511	12-09-2000	12-04-2015	Software used in the telecommunication field (9).	
MATRA	Lagardere	South Korea		19-01-1991	231576	21-01-1992	21-01-2012	Telephone and radiotelephone sets; intercom key terminals for connection to a telephone network (9)	
MATRA	Lagardere	Singapore	4646/90	28-06-1997	4646/90	28-06-1997	28-06-2007	Apparatus for recording, transmission or reproduction of sound or images (9)	

20061136-1009918

SCHEDULE 2 - SUMMARY OF THIRD PARTIES TRADEMARK LICENCES

1. License of 12 December 1997 according to which Lagardere grants Fimacom a non-exclusive right to use in France the denomination MATRA on any documents relating to the promotion of the financing business of the PABX 6500 of Matra Communication. This licence entered into force on 12 December 1997 and shall terminate upon expiration of the "Operating Agreement" or of the cessation of PABX MC6500 products.
2. Licence of 5 December 2000 according to which Lagardere grants Matracom Networks AG a non exclusive rights to use in Switzerland the MATRACOM trademark on the PABX Products manufactured by Matra Nortel Communications and in its corporate name in association with the term NETWORKS AG. This licence entered into force on 1st October 1999 and shall remain into force as long as Matracom Networks AG will market PABX products.
3. Licence of 24 November 1999 renewed on 2 December 2003 according to which Lagardere grants to Doro (formerly known as Audioline) a non-exclusive right to use the denomination MATRA as a trademark and as a corporate name, for the commercialisation of telephone and electric apparatus intended for grand public sector. This agreement entered into force on 31 December 1999 and shall terminate on 31 December 2009.

SCHEDULE 3 - LETTER OF COMFORT OF AASTRA

AASTRA TECHNOLOGIES LIMITED

155 Snow Boulevard
Concord, Ontario L4K 4N9
Canada

28 February 2005

To: Lagardere SCA, a *société en commandite par actions* with share capital of EUR 851.664.913 having its registered office at 4 rue de Presbourg, Paris 75116 and registered with the Paris Registry of Commerce and Companies under number 320 366 446 ("Lagardere")

Dear Sirs,

Reference is made to the Trademark Licensing Agreement entered into on 28 February 2005, among Coroliane, a *société anonyme* with share capital of EUR 25,031,712.25 having its registered office at rue Jean-Pierre Timbaud, 78180 Montigny Le Bretonneux and registered with the Versailles Registry of Commerce and Companies under number 398 414 425 ("Coroliane"), Aastra Technologies Limited ("Aastra") and Lagardere (the "Trademark Licensing Agreement") in respect of the licensing and use of the MATRA trademarks. All capitalised terms contained in this document have the meaning ascribed to them in the Trademark Licensing Agreement, unless otherwise stated

In connection with the Trademark Licensing Agreement, Aastra is pleased to confirm that Aastra undertakes and represents that, in the event that (1) the Trademark Licensing Agreement is transferred from Coroliane to another Aastra Group Company, Aastra will operate, fund, finance and manage the affairs of such transferee in such a way that they will be in a position to satisfy the obligations (including payments of royalties) under the Trademark Licensing Agreement; or (2) Coroliane is restructured, other than for economic reasons beyond the control of Aastra, Aastra will operate, fund, finance and manage the affairs of the restructured Coroliane or its successor entity in such a way that it will be in a position to satisfy its obligations (including payments of royalties) under the Trademark Licensing Agreement or (3) Coroliane is restructured for economic reasons beyond the control of Aastra, Aastra will operate, fund, finance and manage the affairs of the restructured Coroliane or its successor entity in such a way that it will be in a position to satisfy its obligations (including payments of royalties) under the Trademark Licensing Agreement subject to a maximum liability for us under this sub-paragraph (3) of €7.000.000 (seven million Euros) in all events.

We confirm that the issuance of this letter was duly authorised and legally binds Aastra in accordance with its terms.

This letter is governed by French law. Any dispute relating to the validity, interpretation and enforcement of this letter shall be subject to the provisions of Clause 14 of the Trademark Licensing Agreement, which shall apply, *mutatis mutandis*, to this letter.

Yours faithfully,

Anthony P. Shen
President and Chief Operating Officer
For and on behalf of
Aastra Technologies Limited