

1-907

01-12-2007

Ⓟ

FORM PTO-1594 (Modified)  
(Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)  
TM05/REV04



TRADEMARK 103361147 S ONLY

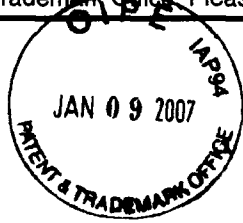
Docket No.:

T959316

To the Director of the U. S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.

1. Name of conveying party(ies):

Yak Communications (Canada) Inc.



- Individual(s)
- General Partnership
- Corporation-State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) CANADA

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date: November 14, 2006

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Toronto-Dominion Bank

Internal Address: \_\_\_\_\_

Street Address: 100 Wellington Street West, 26th Floor

City: Toronto

State: Ontario

Country: Canada ZIP: M5K 1A2

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship CANADA
- Other \_\_\_\_\_

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

4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark:

A. Trademark / Service Mark Application No.(s)

76/536,623; 76/443,217  
78/758,995;  
78/454,437;  
76/443,220;

B. Trademark / Service Mark Registration No.(s)

3072223; 3052098; 3094682  
2754902; 2907571;  
2816002; 3094681;

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Gowling Lafleur Henderson LLP

Internal Address: \_\_\_\_\_

Street Address: Suite 1600, 1 First Canadian Place  
100 King Street West

City: Toronto

State: Ontario Zip: M5X 1G5

Phone Number: (416) 862-4422

Fax Number: (416) 862-7661

Email Address: sam.ierullo@gowlings.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number 07-1750

Authorized User Name \_\_\_\_\_

0000067 071750  
40.00 DA  
275.00 DA

9. Signature: \_\_\_\_\_

Signature

Salvatore Ierullo

Name of Person Signing

January 11, 2007

Date

Total number of pages including cover sheet, attachments, and documents 37

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003464 FRAME: 0202

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AGREEMENT** effective as of November 14, 2006 made by **GLOBALIVE COMMUNICATIONS CORP.** (the “**Borrower**”), **CANADA PAYPHONE CORPORATION, CONTOUR TELECOM INC., INTERNATIONAL CALLING SERVICES INCORPORATED, YAK COMMUNICATIONS (CANADA) INC., YAK CANADA COMMUNICATIONS CORP., 3185692 NOVA SCOTIA COMPANY, 3186352 NOVA SCOTIA COMPANY, 2113659 ONTARIO INC., GCC LP** (collectively, the “**Canadian Guarantors**”) and any other Person which hereafter signs a supplement to this Agreement in the form attached hereto as Exhibit A (collectively, together with the Borrower and each of the Canadian Guarantors, the “**Canadian Credit Parties**” and, individually, a “**Canadian Credit Party**”), in favour of **THE TORONTO-DOMINION BANK** in its capacity as collateral agent acting for and on behalf of itself and the Lenders (as defined below) (together with its successors and assigns, the “**Collateral Agent**”).

**RECITALS:**

A. The Canadian Guarantors are parties to an unlimited guarantee and assignment and postponements of debts and claims dated as of November 14, 2006 (such guarantee, as it may be amended, restated, supplemented, renewed, replaced or otherwise modified from time to time, the “**Guarantee**”) pursuant to which such parties have jointly and severally guaranteed to the Collateral Agent, the prompt payment and performance of all indebtedness, liabilities and obligations of the Borrower more specifically described therein.

B. To secure the payment and performance of the Secured Obligations, each Canadian Credit Party has agreed to grant to the Collateral Agent, for its own benefit and for the benefit of the Lenders, security interests over its Intellectual Property in accordance with the terms of this Agreement.

**NOW THEREFORE**, in consideration of each Lender, as applicable, agreeing to make available its Commitments in the Credit Facilities (as defined in the Senior Credit Agreement) in favour of the Borrower and in order to induce each Lender, as applicable, to make the extension of credit under the Senior Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Canadian Credit Party, each Canadian Credit Party, jointly and severally, agrees and covenants with the Secured Parties as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Senior Credit Agreement. In addition, in this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set forth below:
  - (a) “**Agreement**” means this agreement, including the recitals and any schedules, as amended, restated, supplemented, renewed, replaced or otherwise modified from time to time;
  - (b) “**Borrower**” means Globalive Communications Corp., an unlimited liability company existing under the laws of the Province of Nova Scotia, and its successors and permitted assigns;
  - (c) “**Copyrights**” has the meaning set out in Section 1(e)(i) of this Agreement;
  - (d) “**Designs**” has the meaning set out in Section 1(e)(vi) of this Agreement;

- (e) **“Intellectual Property”** means, in respect of any Canadian Credit Party, all of such Canadian Credit Party’s registered and unregistered intellectual property, including, without limitation, the following:
- (i) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof of such Canadian Credit Party, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter acquired or held including, without limitation, those set forth in Schedule “A” attached hereto (collectively, the **“Copyrights”**),
  - (ii) Any and all confidential, proprietary, and/or trade secret information of such Canadian Credit Party, including without limitation, plans, data, prototypes, manuals, documents, technical information, non-public information regarding patents, or patentable subject matter, research results, and strategies and tactics for researching of such Canadian Credit Party,
  - (iii) Any and all property rights in Software of such Canadian Credit Party,
  - (iv) Any and all patents, patent applications, like protections and patentable inventions of such Canadian Credit Party now or hereafter acquired or held including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same including, without limitation, the patents and patent applications listed in Schedule “B” attached hereto (collectively, the **“Patents”**),
  - (v) Any and all trademark and service mark rights, slogans, trade dress, tradenames, and internet domain names, registered or not, applications to register and registrations of the same and like protections of such Canadian Credit Party now or hereafter acquired or held, and the entire goodwill of the business of such Canadian Credit Party associated therewith including, without limitation, those listed in Schedule “C” attached hereto (collectively the **“Trademarks”**),
  - (vi) Any and all industrial design rights now or hereafter acquired or held of such Canadian Credit Party including, without limitation, the registrations and applications listed in Schedule “D” attached hereto (collectively, the **“Designs”**),
  - (vii) All licenses or other rights to use any of the Copyrights, Patents, Software, Designs, Trademarks, trade secrets of such Canadian Credit Party, and all license fees and royalties due and/or payable to such Canadian Credit Party arising from such use, to the extent permitted by such license or rights including, without limitation, those listed in Schedule “E” attached hereto,
  - (viii) Any and all claims for damages or compensation for past, present and future infringements of any of the rights included above of such Canadian Credit Party, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property identified above,
  - (ix) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Designs, and

(x) All proceeds from disposition of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

(f) **“Lenders”** means The Toronto-Dominion Bank together with all lenders from time to time party to the Senior Credit Agreement, their affiliates and all other persons having obligations secured under the Senior Credit Agreement together with each of their respective successors and assigns;

(g) **“Patents”** has the meaning set out in Section 1(e)(iv) of this Agreement;

(h) **“PPSA”** means the *Personal Property Security Act* (Ontario), as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation);

(i) **“Secured Obligations”** means, in respect of any Canadian Guarantor, the Guaranteed Indebtedness (as such term is defined in the Guarantee) and, in respect of the Borrower, the Outstanding Obligations;

(j) **“Secured Parties”** means the Collateral Agent and the Lenders and **“Secured Party”** means each of them;

(k) **“Senior Credit Agreement”** means a credit agreement dated as of November 14, 2006 between the Borrower, The Toronto-Dominion Bank, as agent for itself and the other lenders as described therein, and others, as such credit agreement may be amended, restated, supplemented, renewed, replaced or otherwise modified from time to time;

(l) **“Software”** means all computer programs and databases and portions of each of the foregoing owned by such Canadian Credit Party, in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored from time to time, including any copyright in such Software, including, without limitation, any such copyright set forth on Schedule “A” attached hereto, and both the object code and the source code versions of each such program and portions thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto; and

(m) **“Trademarks”** has the meaning set out in Section 1(e)(v) of this Agreement.

2. **Grant of Security Interest.** As general and continuing collateral security for the due payment and performance of its Secured Obligations, (including the payment of any such Secured Obligations that would become due but for any automatic stay under the provisions of the Bankruptcy and Insolvency Act (Canada) or any analogous provisions of any other Applicable Law in Canada or any other jurisdiction), each Canadian Credit Party grants to the Collateral Agent, for and on behalf of and for the benefit of itself and the Lenders, a security interest in the Intellectual Property of such Canadian Credit Party.

3. **Exception Regarding Last Day.** The last day of the term of each license granted to any Canadian Credit Party pursuant to any license agreement shall be excepted from this Agreement

and shall not form part of the Intellectual Property. Such Canadian Credit Party shall stand possessed of that day in trust to assign and dispose of it as the Collateral Agent directs subject to the terms of the relevant license agreement.

4. **Additional Security.** The security in respect of the Intellectual Property provided for hereunder is in addition to and not in substitution for any other security now or hereafter held by the Collateral Agent or any of the Lenders in relation to the Secured Obligations.
5. **Authorization and Request.** This Agreement has been executed and delivered by each Canadian Credit Party for the purpose of recording the security interest of the Collateral Agent, for and on behalf of and for the benefit of itself and the Lenders, in the Intellectual Property with the Canadian Intellectual Property Office or any other comparable governmental office or agency in Canada or the United States of America. Each Canadian Credit Party authorizes and requests that the Canadian Intellectual Property Office, and the Register of Copyrights and the Commissioner of Patents and Trademarks in the United States of America record this Agreement
6. **Representations, Warranties and Covenants.** Each Canadian Credit Party, jointly and severally, represents, warrants, covenants and agrees as follows:
  - (a) Such Canadian Credit Party is now the sole owner of the entire right, title and interest in the Intellectual Property necessary for the conduct of its business as currently conducted, except for: (i) non-exclusive licenses granted by such Canadian Credit Party to its customers in the ordinary course of business, and (ii) those rights licensed from third parties;
  - (b) Performance of this Agreement does not conflict with or result in a breach of any material agreement to which such Canadian Credit Party is bound, except to the extent that certain intellectual property agreements prohibit the assignment or encumbrance of the rights thereunder to a third party without the licensor's or other party's consent;
  - (c) During the term of this Agreement, such Canadian Credit Party will not transfer or otherwise encumber any interest in the Intellectual Property, except for non-exclusive licenses granted by such Canadian Credit Party in the ordinary course of business or as set forth in this Agreement or as permitted pursuant to the Senior Credit Agreement;
  - (d) To its knowledge, each item of the Intellectual Property is valid and enforceable, and no part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property violates the rights of any third party except for claims the adverse determination of which could not reasonably be expected to have a Material Adverse Effect;
  - (e) Such Canadian Credit Party shall, from time to time, execute and file such other instruments, and take such further actions as the Collateral Agent or the Lenders may reasonably request from time to time to perfect or continue the perfection of the Collateral Agent's and the Lenders' security interests in the Intellectual Property;
  - (f) This Agreement creates and, in the case of any of the Intellectual Property created, acquired or held by such Canadian Credit Party after the date of this Agreement ("After-Acquired Intellectual Property"), this Agreement will create, at the time such Canadian Credit Party first has rights in such After-Acquired Intellectual Property, in favour of the Collateral Agent, for and on behalf of and for the benefit of itself and the Lenders, a valid

and perfected first priority security interest (subject to Permitted Encumbrances) in the Intellectual Property securing the payment and performance of the Secured Obligations (upon making the filings referred to in clause (g) below), and, within 60 days of the date of this Agreement or the date upon which such Canadian Credit Party creates, acquires or holds the After-Acquired Intellectual Property, as the case may be, such Canadian Credit Party shall file, or cause to be filed, any and all instruments necessary to perfect such Canadian Credit Party's right, title and interest in the Intellectual Property, and shall execute and file, or cause to be executed and filed, any and all instruments necessary to perfect the Collateral Agent's and the Lenders' security interests therein;

- (g) To its knowledge, except for, and upon, with respect to Canadian Copyrights, Designs, Patents, and Trade-marks the filing with the Canadian Intellectual Property Office and under the PPSA and the filing with the United States Patent and Trademark Office with respect to the United States Patents, Trademarks and Designs and with the Register of Copyrights with respect to the Copyrights in the United States, necessary to perfect the security interest created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. or Canadian governmental authority or U.S. or Canadian regulatory body is required either: (i) for the grant by such Canadian Credit Party of the security interest granted hereby, or for the execution, delivery or performance of this Agreement by such Canadian Credit Party in the U.S. and Canada; or (ii) for the perfection in the U.S. and Canada or the exercise by the Collateral Agent and the Lenders of their rights and remedies thereunder;
- (h) All information heretofore or contemporaneously supplied to the Collateral Agent and the Lenders by or on behalf of such Canadian Credit Party with respect to the Intellectual Property is true in all material respects as of the date hereof;
- (i) Such Canadian Credit Party shall not enter into any agreement that would materially impair or conflict with such Canadian Credit Party's obligations hereunder without the Collateral Agent's prior written consent, which consent shall not be unreasonably withheld or delayed. Such Canadian Credit Party shall not permit the inclusion in any Material Contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in favour of the Collateral Agent and the Lenders in such Canadian Credit Party's rights and interest in any property included within the definition of the Intellectual Property acquired under such contracts;
- (j) Upon any executive officer of such Canadian Credit Party obtaining actual knowledge thereof, such Canadian Credit Party will promptly notify the Collateral Agent and the Lenders in writing of any event that materially adversely affects the value of any material Intellectual Property, the ability of such Canadian Credit Party to dispose of any material Intellectual Property and the rights and remedies of the Collateral Agent the Lenders in relation thereto; and
- (k) This Agreement constitutes a security interest in the Intellectual Property.

7. **Collateral Agent's and Lenders' Rights.** The Collateral Agent and the Lenders shall have the right, but not the obligation, to take, at any Canadian Credit Party's sole expense, any actions that such Canadian Credit Party is required under this Agreement to take but which such Canadian Credit Party fails to take, after fifteen (15) business days' notice by the Collateral Agent to such Canadian Credit Party. Such Canadian Credit Party shall reimburse and indemnify the Collateral

Agent and the Lenders for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section.

8. **License Agreements.** The security interest granted hereunder shall not extend or apply to any right, title or interest of any Canadian Credit Party under any present or future license agreements pursuant to which such Canadian Credit Party is a licensee, to the extent such license agreements prohibit such a security interest from being granted without the consent or approval of another person as specified in such agreement and the security interest or assignment granted hereunder shall only apply upon such consent or approval being obtained, but such Canadian Credit Party shall hold its interest therein in trust for the benefit of the Collateral Agent and the Lenders and shall grant a security interest to the Collateral Agent and the Lenders forthwith upon obtaining the consent of the other party thereto.

9. **Further Assurances; Attorney in Fact.**

(a) On a continuing basis, but subject to Section 17, each Canadian Credit Party will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States and Canada, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the Canadian Intellectual Property Office and the United States Patent and Trademarks Office and the Register of Copyrights and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Collateral Agent or any Lender, to perfect the Collateral Agent's and the Lenders' security interests in all Copyrights, Patents, Trademarks and Designs, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Collateral Agent and the Lenders the grant or perfection of a security interest in the Intellectual Property.

(b) Each Canadian Credit Party hereby irrevocably appoints the Collateral Agent as such Canadian Credit Party's attorney-in-fact, with full authority in the place and stead of such Canadian Credit Party and in the name of such Canadian Credit Party, the Collateral Agent or otherwise upon the occurrence and during the continuance of an Event of Default, from time to time in the Collateral Agent's discretion, upon such Canadian Credit Party's failure or inability to do so, to take any action and to execute any instrument which the Collateral Agent acting reasonably may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining such Canadian Credit Party's approval of or signature to such modification by amending Schedule "A", Schedule "B", Schedule "C", Schedule "D" and Schedule "E" hereof, as appropriate, to include reference to any right, title or interest in any After Acquired Intellectual Property or to delete any reference to any right, title or interest in any Copyrights, Designs, Patents or Trademarks in which such Canadian Credit Party no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing, financing change or continuation statements and amendments thereto, relative to any of the Intellectual Property without the signature of such Canadian Credit Party where permitted by law.

10. **Default.** Each Canadian Credit Party shall be in default under this Agreement upon the occurrence of an Event of Default under the Senior Credit Agreement.
11. **Remedies.** Upon the occurrence and continuance of an Event of Default, the Collateral Agent and the Lenders shall have the right to exercise all the remedies of a secured party under the PPSA including, without limitation, acceleration of the indebtedness, the right to require each Canadian Credit Party to assemble the Intellectual Property, to the extent it is in a tangible form, in which the Collateral Agent and the Lenders have a security interest and to make it available to the Collateral Agent at a place designated by the Collateral Agent and the right to record a notice of an Event of Default with the Canadian Intellectual Property Office, the Register of Copyrights and the Commissioner of Patents and Trademarks in the United States of America.
12. **Appointment of Receiver.** Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent and the Lenders may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Collateral Agent and the Lenders or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of any Canadian Credit Party and any of its Intellectual Property (including any proceeds) and may remove any Receiver so appointed and appoint another in its stead. Any such Receiver shall, so far as concerns responsibility for its acts, be deemed the agent of such Canadian Credit Party and not of the Collateral Agent or the Lenders, and the Collateral Agent and the Lenders shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, its servants, agents or employees other than the gross negligence or willful misconduct of any of the foregoing. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of the Intellectual Property, to preserve the Intellectual Property or its value and to sell, license or otherwise dispose of or concur in selling, licensing or other disposing of the Intellectual Property. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including such Canadian Credit Party, enter upon, use and occupy all premises owned or occupied by such Canadian Credit Party wherein the Intellectual Property, to the extent that it exists in a tangible form, may be situated, maintain the Intellectual Property upon such premises, borrow money on a secured or unsecured basis and use the Intellectual Property as security for loans or advances, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Collateral Agent, all money received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Collateral Agent. Every such Receiver may, in the discretion of the Collateral Agent and the Lenders, be vested with all and any of the rights and powers of the Collateral Agent and a Lender.
13. **Exercise of Rights by Collateral Agent and Lenders.** Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent and the Lenders may, either directly or through its nominees, exercise any or all of the powers and rights given to a Receiver by virtue of Section 12.
14. **Taking Possession of Intellectual Property.** Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent and the Lenders may take possession of, collect, demand, sue on, enforce, recover and receive the Intellectual Property and give valid and binding receipts and discharges therefor and in respect thereof, and, the Collateral Agent and the Lenders may sell, license or otherwise dispose of the Intellectual Property in such manner at such time or times and place or places, for such consideration and upon such terms and conditions as the Collateral Agent and the Lenders may deem reasonable.



15. **Rights and Remedies of Collateral Agent and Lenders under the PPSA.** In addition to those rights granted herein and in any other agreement now or hereafter in effect between any Canadian Credit Party, the Collateral Agent and the Lenders and in addition to any other rights the Collateral Agent and the Lenders may have at law or in equity, the Collateral Agent and the Lenders shall have, after the occurrence and during the continuance of an Event of Default, all rights and remedies of a secured party under the PPSA provided always, that the Collateral Agent and the Lenders shall not be liable or accountable for any failure to exercise their remedies, take possession of, collect, enforce, realize, sell, license or otherwise dispose of the Intellectual Property or to institute any proceedings for such purposes. Furthermore, the Collateral Agent and the Lenders shall have no obligation to take any steps to preserve rights against prior parties to any Instrument (as defined in the PPSA) or Chattel Paper (as defined in the PPSA) whether to the Intellectual Property or proceeds and whether or not in the Collateral Agent's and the Lenders' possession and shall not be liable or accountable for failure to do so.
16. **Cooperation of Grantor with respect to Taking Possession.** Each Canadian Credit Party acknowledges that the Collateral Agent or a Lender or any Receiver appointed by them may take possession of the Intellectual Property wherever it may be located, to the extent it exists in a tangible form, and by any method permitted by law and such Canadian Credit Party agrees upon request from the Collateral Agent or a Lender or any such Receiver to assemble and deliver possession of the Intellectual Property at such place or places as directed.
17. **Notice of Sale.** The Collateral Agent will give each Canadian Credit Party such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of the Intellectual Property of such Canadian Credit Party is to be made, as may be required by the PPSA.
18. **Reassignment.** At such time as the Canadian Credit Parties shall completely satisfy all of the obligations secured under this Agreement or Section 27 shall apply, the Collateral Agent shall execute and deliver to the Canadian Credit Parties all deeds, assignments, and other instruments as may be necessary or proper to reinvest in the Canadian Credit Parties full title to the property assigned hereunder, subject to any disposition thereof which may have been made by the Collateral Agent pursuant hereto.
19. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
20. **Amendments.** This Agreement may be amended only by a written instrument signed by both parties hereto.
21. **Survival and Reliance.** All representations and warranties of each Canadian Credit Party made in this Agreement or in any certificate or other document delivered by or on behalf of such Canadian Credit Party for the benefit of the Collateral Agent and the Lenders are material and shall continue without time limit. The Collateral Agent and each of the Lenders shall be deemed to have relied upon each such representation and warranty despite any investigation the Collateral Agent or the Lenders may have made.
22. **License/Assignment of Intellectual Property.** For the purpose of enabling the Collateral Agent and the Lenders or any Receiver to exercise the rights and remedies under Sections 11 and 12 (including, without limiting the terms of Sections 11 and 12, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of the Intellectual Property) at and for such time as the Collateral Agent and the Lenders shall be

lawfully entitled to exercise such rights and remedies, each Canadian Credit Party shall grant to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Canadian Credit Party) to use, license or sublicense any of the Intellectual Property now owned or hereafter acquired by such Canadian Credit Party, and wherever the same may be located, and included in such license access to all media in which any of the licensed items may be recorded or stored and to all Software used for the compilation or printout thereof. In addition, upon receiving written demand from the Collateral Agent after an Event of Default has occurred and is continuing, each Canadian Credit Party shall assign the Intellectual Property to whomever the Collateral Agent directs, including to the Collateral Agent or any Lender.

23. **Grantor Remains Liable.** Notwithstanding any other provision in this Agreement, each Canadian Credit Party shall remain liable under all license agreements under which such Canadian Credit Party is a licensor. Each Canadian Credit Party shall perform all of its duties and obligations thereunder just as if this Agreement had not been executed. Each Canadian Credit Party shall not be released from any of its duties or obligations under such license agreements by the exercise of any rights by the Collateral Agent or the Lenders. The Collateral Agent or the Lenders shall not have any obligation or liability under such license agreements by reason of this Agreement, nor shall the Collateral Agent or the Lenders be obliged to perform any of the obligations or duties of each Canadian Credit Party thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. The rights and powers conferred upon the Collateral Agent or the Lenders hereunder are solely to protect their interest in the Intellectual Property and shall not impose any duty upon them to exercise any such powers.
24. **Counterparts, Electronic Signature.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one agreement. All counterparts shall be construed together and shall constitute one and the same agreement. This Agreement, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
25. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and will be treated, in all respects, as an Ontario contract. Each Canadian Credit Party submits and attorns to the non-exclusive jurisdiction of the courts of Ontario. To the extent permitted by Applicable Law, each Canadian Credit Party irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in courts of such Province.
26. **Confidentiality.** All information (other than periodic reports filed by any Canadian Credit Party with any securities commission or regulatory authority) disclosed by any Canadian Credit Party to the Collateral Agent or any Lender in writing that is marked confidential, or acquired through inspection pursuant to this Agreement and treated as confidential by such Canadian Credit Party, shall be considered confidential. The Collateral Agent and the Lenders agree to use the same degree of care to safeguard and prevent disclosure of such confidential information as the Collateral Agent and the Lenders use with their own confidential information, but in any event no less than a reasonable degree of care. The obligations of confidentiality shall not apply to any information that (a) was known to the public prior to disclosure by such Canadian Credit Party under this Agreement, (b) becomes known to the public through no fault of the Collateral Agent and the Lenders, (c) is disclosed to the Collateral Agent and the Lenders by a third party having a

legal right to make such disclosure, or (d) is independently developed by the Collateral Agent and the Lenders. Notwithstanding the foregoing, the Collateral Agent's and the Lenders' agreement of confidentiality shall not apply if the Collateral Agent or Lenders have acquired indefeasible title to any Intellectual Property or in connection with any enforcement or exercise of the Collateral Agent's and the Lenders' rights and remedies under this Agreement following the occurrence and continuation of an Event of Default, including the enforcement of the Collateral Agent's and the Lenders' security interest in the Intellectual Property.

27. **Termination.** Upon payment and satisfaction in full of the Secured Obligations, the cancellation of all credit facilities and the termination of all obligations of the Collateral Agent and each Lender under the Senior Credit Agreement and the Loan Documents, the Canadian Credit Parties may request in writing that this Agreement be released and discharged, and if this occurs the Collateral Agent and the Lenders will, at the expense of the Canadian Credit Parties, execute and deliver to the Canadian Credit Parties a release and discharge of this Agreement.
28. **Amalgamation, Reorganization, etc. with a Person.** Except as permitted in writing by the Collateral Agent or as otherwise provided for in the Senior Credit Agreement, each Canadian Credit Party acknowledges and agrees that if it merges, amalgamates, continues, reorganizes or consolidates with any other Person, it is the intention of the parties hereto that the security interest (i) shall extend to Intellectual Property owned by such Person(s) and the resultant Person at the time of merger, amalgamation, reorganization or consolidation and to any Intellectual Property thereafter owned or acquired by the resultant Person, such that the term the "Canadian Credit Party" when used herein will apply to each of the amalgamating, merging, reorganizing or consolidating Persons and the resultant Person, and (ii) shall secure the Secured Obligations of each of the merging, amalgamating, reorganizing or consolidating Persons and the resultant Person to the Collateral Agent and the Lenders, at the time of merger, amalgamation or reorganization and any of the Secured Obligations of the resultant Person to the Collateral Agent and the Lenders, thereafter arising. The security interest shall attach to the additional Intellectual Property at the time of amalgamation, merger or reorganization and to any Intellectual Property thereafter owned or acquired by the resultant Person when such Intellectual Property is acquired by such Person.
29. **Attachment.** The security interest created hereby is intended to attach when this Agreement is signed by each Canadian Credit Party and delivered to the Collateral Agent.
30. **Receipt of Loan Documents.** Each Canadian Credit Party acknowledges that this Agreement is executed pursuant to the terms and conditions of the Senior Credit Agreement and shall (unless otherwise expressly indicated herein) be administered and applied in accordance with the terms and provisions of the Senior Credit Agreement and the other Loan Documents. Each Canadian Credit Party acknowledges that it has received a copy of the Senior Credit Agreement and any other Loan Documents to which it is party.
31. **Registration of Agreement.** Each Canadian Credit Party hereby acknowledges that the Collateral Agent and the Lenders may register a copy of this Agreement or notice thereof. Each Canadian Credit Party shall cooperate with and assist the Collateral Agent and the Lenders, as requested by the Collateral Agent, with respect to any registrations or notice registrations of or relating to this Agreement which the Collateral Agent and the Lenders deem appropriate.
32. **Severability of Provisions.** If any term, covenant, obligation or agreement contained in this Agreement, or the application of any such term, covenant, obligation or agreement to any Person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this

Agreement or the application of such term, covenant, obligation or agreement to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability and each term, covenant, obligation or agreement contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

33. **Successors and Assigns.** This Agreement will enure to the benefit of, and be binding on, each Canadian Credit Party and its successors and permitted assigns, and will enure to the benefit of, and be binding on, the Collateral Agent and the Lenders and their respective successors and assigns. Each Canadian Credit Party may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the Collateral Agent. The Collateral Agent may assign this Agreement and any and all benefits hereunder in accordance with the assignment provisions applicable to the Senior Credit Agreement.
34. **Collateral Agent and Lenders.** Each Canadian Credit Party hereby acknowledges that the Collateral Agent acts for itself and on behalf of each of the Lenders as agent in connection with the Senior Credit Agreement and the assignments, transfers, pledges, hypothecations and other security interests granted in favour of the Collateral Agent and the Lenders hereunder are and shall be held by the Collateral Agent for the benefit of itself and the Lenders.
35. **Conflict.** In the event that there is any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Senior Credit Agreement, then the provisions of the Senior Credit Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency. Provided, however, that the existence of a particular representation, warranty, covenant or other provision in this Agreement which is not contained in the Senior Credit Agreement shall not be deemed to be a conflict or inconsistency, and that particular representation, warranty, covenant or other provision shall continue to apply.

In the event that there is any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in a general security agreement dated as of the date hereof granted by the Canadian Credit Parties in favour of the Collateral Agent and the Lenders, then the provisions of this Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency.

36. **Addition of New Canadian Credit Parties.** Additional Persons may from time to time after the date of this Agreement become Canadian Credit Parties under this Agreement by executing and delivering to the Collateral Agent a supplemental agreement (together with all schedules thereto, a "**Supplement**") to this Agreement, in substantially the form attached hereto as Schedule "F". Effective from and after the date of the execution and delivery by any Person to the Collateral Agent of a Supplement:
- (a) such Person shall be, and shall be deemed for all purposes to be, a Canadian Credit Party under this Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations, liens and security interests, as if such Person had been an original signatory to this Agreement as a Canadian Credit Party; and
  - (b) all Intellectual Property of such Person shall be, and shall be deemed for all purposes to be, "Intellectual Property" of such Person for the purposes of this Agreement and subject to "security interests" from such Person in accordance with the provisions of this Agreement as security for the due payment and performance of the "Secured Obligations" of such Person in accordance with the provisions of this Agreement.

The execution and delivery of a Supplement by any additional Person shall not require the consent of any Canadian Credit Party and all of the liabilities and obligations of each Canadian Credit Party under this Agreement, and all security interests of each Canadian Credit Party, shall remain in full force and effect, notwithstanding the addition of any new Canadian Credit Party to this Agreement.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** each Canadian Credit Party has executed this Agreement as of the day and year first written above.

**GLOBALIVE COMMUNICATIONS CORP.,  
CANADA PAYPHONE CORPORATION,  
INTERNATIONAL CALLING SERVICES  
INCORPORATED,**

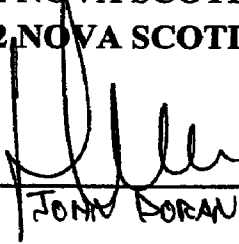
**2113659 ONTARIO INC.,**

**2113659 ONTARIO INC.** in its capacity as general  
partner of GCC LP,

**3185692 NOVA SCOTIA COMPANY,**

**3186352 NOVA SCOTIA COMPANY**

Per:



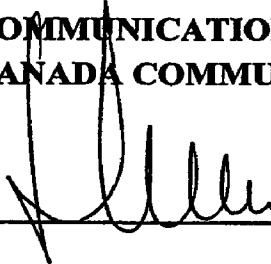
Name: JOHN DORAN

Title:

I have authority to bind the Corporations

**CONTOUR TELECOM INC.,  
YAK COMMUNICATIONS (CANADA) INC.,  
YAK CANADA COMMUNICATIONS CORP.**

Per:



Name:

Title:

I have authority to bind the Corporations

**COPYRIGHTS**

**Globalive Communications Corp.**

**PROPRIETARY (DEVELOPED IN-HOUSE)**

**Canopco**

Software related to:

- Provisioning of operator services
- Switching and Routing of call-traffic
- Call Validations
  
- Operator Interface
- Integrated Voice Response (IVR)
- Automated Call Distribution
- OneBill
- Direct Bill

**InterClear**

Software related to:

- Rating and Billing of call detail records (CDRs)
- Customer Service Interface
- Direct Bill
- Datawarehouse and OLAP database

**Lucky Call**

Software related to:

- Switching and Routing of call-traffic
- Call Validations
- Operator Interface
- Integrated Voice Response (IVR)
- Automated Call Distribution

**Assemble**

- Web Administration / Customer Self Service
- Operator Interface
- Rating / Billing / Clearing
- Customer Service Interface

## PURCHASED SOFTWARE

### Assemble

- WebDialogs (web conferencing projects)
- Polycom (Voyant)
- Avaya (Spectel)

### VOIP

- Cygcom
- Telecom Computer
- Ixia

### Corporate General

- Great Plains (accounting)
- Maximizer (contact and opportunity management)
- Standard Microsoft and other applications (e.g. antivirus, etc.)

### Canada Payphone Corporation

None.

### Contour Telecom Inc.

None.

### International Calling Services Incorporated

None.

### Yak Communications (Canada) Inc.

#### Proprietary (Developed In-House)

Intelis (YCC) – Billing and Fraud software

Sajus (YFB) – Software to reconcile and track all in-bound carriers billing and compare that with out-going customer invoices

Counterpath (Yak Broadband) – Soft-phone for all VoIP offerings

Emergent (Yak Broadband) – Pre-paid platform for Yak to Anyone

Iperia (Yak Broadband) – Voicemail system for VoIP

Telax (YCC) – interactive voice response (IVR) system

Tektronix (YCC) – geoprobe SS7 monitoring system

Targusinfo (YCC) – caller verification system

Nexstone (Yak Broadband) – systems support and software maintenance for VOIP

### 2113659 Ontario Inc.



None.

**Yak Canada Communications Corp.**

None.

**3185692 Nova Scotia Company**

None.

**GCC LP**

None.

**3186352 Nova Scotia Company**

None.

**SCHEDULE "B"**

**PATENTS**

**Globalive Communications Corp.**

A Method and System for Offering Free Telecommunication Services:

- Canadian Patent Application No. 2,484,993
- European Patent Application No. 04789741.8
- US Patent Application No. 10/965953

Registered Design For a Phone Booth:

- US Patent Application No. 60/511,32

**Canada Payphone Corporation**

None.

**Contour Telecom Inc.**

None.

**International Calling Services Incorporated**

None.

**Yak Communications (Canada) Inc.**

None.

**2113659 Ontario Inc.**

None.

**Yak Canada Communications Corp.**

None.

**3185692 Nova Scotia Company**

None.

**GCC LP**

None.

None.

**SCHEDULE "C"**

**TRADEMARKS**

**Globalive Communications Corp.**

**REGISTERED MARKS**

**CANADA**

Globalive	TMA578,599
Assemble	TMA603,849
InterClear	TMA624147
My Lucky Number	TMA614,334
Lucky Number	TMA614,573
Lucky	TMA614,436

**UNITED STATES**

Freefone	Serial #: 75133153
	Reg. #: 2578929

**UNREGISTERED MARKS**

**CANADA**

TravelTalk	App#: 1314340
Home Country Direct	App#: 1297319

**UNITED STATES**

Home Country Direct	Serial #: 77017561
Globalive	Serial #: 76474628

**DOMAIN NAMES**

globalive.ca  
globalive.com  
globalivecomm.com  
globalivecommunications.com  
inter-clear.com  
internationalcallreports.com  
lucky-call.com  
luckycall.ca  
myassemble.com  
mycanopco.com  
myglobalive.com  
guestcall.com  
freefone.net

freefone.com  
flatrateconferencing.ca  
canopco.com  
canopco.ca  
canadapayphone.com  
attacheglobalaccess.com  
attacheglobal.com  
assembleteleconferencing.com  
assembleconferencing.com  
assembleconf.com  
assemble-conferencing.com  
1018888.ca  
1018888.com  
oneconnect.ca  
oneconnecthome.ca  
profilecommunications.ca  
gerardkennedy.ca  
gerardkennedy.com

**Canada Payphone Corporation**

None.

**Contour Telecom Inc.**

**CANADA**

Contour Telecom Management      App. #: 0811078

Reg. #: TMA482969



**International Calling Services Incorporated**


None.

**Yak Communications (Canada) Inc.**

**TRADEMARKS IN CANADA**

<b>1. 1010925</b>	<b>REGISTERED</b> App No.: 1180275 FD: 2003-06-05 Reg #: TMA635,528 RD: March 31/05 Renewal Date:
-------------------	--

	March, 31 2020
2. <u>1010YAK</u>	<b>REGISTERED</b> App No.:1180274 FD: 2003-06-05 Reg #: TMA636,529 RD: March 31/05  Renewal Date: March, 31 2020
3. <u>CALL AND SMILE</u>	<b>REGISTERED</b> App No.:1157734 FD: 2002-10-31 Reg #:TMA650,625 RD: October 18/05  Renewal Date: October, 18 2020
4. <u>KEEP ON YAKKING</u>	<b>REGISTERED</b> App No.:1066329 FD: 2000-07-06 Reg #: TMA561098 RD: April 30/02  Renewal Date: April 30, 2017
 <b>LooneyCall</b> 5. <u>LOONEY CALL &amp; DESIGN</u>	<b>REGISTERED</b> App No.:1146244 FD: 2002-07-09 Reg #:TMA604791 RD: March 10/04  Renewal Date: March 10, 2019
 <b>LoonieCall</b> 6. <u>LOONIE CALL &amp; DESIGN</u>	<b>REGISTERED</b> App No.:1183365 FD: 2003-07-03 Reg #: TMA636,907 RD: April 06/05  Renewal Date:

	April 6, 2020
<b>7. TALK AND SMILE</b>	<b>REGISTERED</b> App No.:1157735 FD: 2002-10-31 Reg #:TMA653,099 RD: Nov 22/05  Renewal Due: Nov 22, 2020
<b>10. YAK</b>	<b>REGISTERED</b> App No.:1144019 FD: 2002-06-17 Reg #: TMA595,338 RD: November 20/03  Renewal Date: November 20, 2018
<b>11. YAK (Ext. of Wares and Services)</b>	<b>REGISTERED</b> App No. 1144019 FD: 2004-01-21 Reg #: TMA595,338 RD: October 19/05  Renewal Date: October 19, 2020
 <b>12. YAK &amp; DESIGN</b>	<b>REGISTERED</b> App No.:1145218 FD: 2002-06-27 Reg #: TMA596870 RD: December 09/03  Renewal Date: December 9, 2018
<b>13. YAK ATTACK</b>	<b>REGISTERED</b> App No.:0899435 FD: 1998-12-17 Reg #: TMA539426 RD: January 09/01  Renewal Date:

	January, 09 2016
<b>14. <u>YAK BROADBAND</u></b>	<b>REGISTERED</b> App No. 1204358 FD: 2004-01-21 Reg#: TMA657,773 RD: February 01, 2006  Renewal Date: February 01, 2021
<b>15. <u>YAK CELL</u></b>	<b>REGISTERED</b>  App No.:1076161 FD: 2000-09-25 Reg #: TMA585117 RD: July 14/03  Renewal Date: July 14, 2018
<b>16. <u>YAK COMMUNICATIONS</u></b>	<b>REGISTERED</b>  App No.:1144020 FD: 2002-06-17 Reg #: TMA597158 RD: December 10/03  Renewal Date: December 10, 2018
<b>17. <u>WORLDCITY</u></b>	<b>REGISTERED</b>  App No.: 1,221,864 FD: 2004-06-23 Reg #: TMA650,923 RD: October 20/05  Renewal Date: October 20, 2020
<b>18. <u>WORLDCITY VOIP</u></b>	<b>REGISTERED</b>  App No.: 1,221,865 FD: 2004-06-23 Reg #:TMA650,428 RD: October 14/05  Renewal Date: October 14, 2020





19. <u>YAK FOR FREE</u>	APPLICATION PENDING  App No: 1,301,680 FD: May 23, 2006
20. <u>YAK TO ANYONE</u>	APPLICATION PENDING  App No: 1,301,679  FD: May 31, 2006
21. <u>YAK JUST DIAL 1010925</u>	APPLICATION PENDING  App No: 1,301,682 FD: May 23, 2006
22. <u>YAK + GLOBE LOGO</u>	APPLICATION PENDING  App No: 1,301,681 FD: May 23, 2006
23. <u>CONTOUR</u>	REGISTERED  App No: 0811078 Reg. No.: TMA 482969

## TRADEMARKS IN THE UNITED STATES

1. <u>1010925</u>	REGISTERED Appln. 76527005 FD: 2003-06-26 Reg #: 3,072,223 RD: 2006-03-21  Renewal Date: March 21, 2016

2. <u>1010YAK</u>	<b>REGISTERED No.:</b> 76527006 FD: 2003-06-26 Reg. #: 3,052,098 RD: 2006-01-31  Renewal Date: January 31, 2016
3. <u>KEEP ON YAKKING</u>	<b>REGISTERED</b> App. 76116796 Reg. # 2754902 DR: August 26/03  Renewal Date: August 26, 2013

 <b>LooneyCall</b>  4. <u>LOONEY CALL &amp; DESIGN</u>	<b>REGISTERED</b> App No.: 76446142  Reg. N#: 2907571 FD: 2002-09-03 RD: December 07/04  Renewal Date: December 7, 2014
 <b>LoonieCall</b>  5. <u>LOONIE CALL &amp; DESIGN</u>	<b>APPLICATION UNDER EXAMINATION PENDING</b> App No.: 76/536,623 FD: 2003-08-12
6. <u>YAK</u>	<b>APPLICATION PENDING</b>  App No.: 78/758,995 Reg #: TMA:
7. <u>YAK-BROADBAND</u>	<b>APPLICATION FORMALIZED</b>  App No: 78/454437 FD: 2004-07-21

<b>8. YAK CELL</b>	<b>REGISTERED</b> App No.: 76134482 Reg. No. 2816002 RD: February 24/04  Renewal Date: February 24, 2014
<b>9. YAK COMMUNICATIONS</b>	<b>APPLICATION PENDING</b> Appln. 7644220 FD: 2002-08-20
<b>11. WORLDCITY VOIP</b>	<b>REGISTERED</b>  App No: 76/604131 Reg No: 3,094,681 FD: 2004-07-27 RD: May 23, 2006  Renewal Date: May 23, 2016
<b>12. WORLDCITY</b>	<b>REGISTERED</b>  App No: 76/604133 Reg No: 3,094,682 FD: 2004-07-27 RD: May 23, 2006  Renewal Date: May 23, 2016
<b>13. YAK JUST DIAL</b> 10.15.945	<b>APPLICATION HALTED</b>  Serial #: 76443217

## DOMAIN NAMES

Domain Name

1010925.ca

1010925.com

1010yak.ca

1010yak.com

argos.ca

argostelem.com.ca

argostelem.com

contour.ca

contourtelem.com.ca

contourtelem.com

economux.com

economux.net

enroll-secure.ca

enroll-secure.com

looneycall.ca

looneycall.com

looniecall.ca

looniecall.com

tooneycall.ca

tooneycall.com

tooniecall.ca

tooniecall.com

web-worldcity.com

worldcity.ca

worldcity.com

wwwyak.com

yackphone.com

yackphone.net

yak.ca

yak.com

yak.mobi

yakamerica.com

yakatwork.ca

yakatwork.com

yakbroadband.com

yakca.com

yakcallingcard.ca

yakcallingcard.com

yakcell.ca

yakcell.com

yakcommunity.com

yakconference.com

yakcontest.com

yakdashboard.com

yakdirect.com

yakforfree.com

yaklongdistance.ca

yaklongdistance.com

yaknet.ca

yakoffers.com

yakoffice.com

yakphone.com

yakphone.net

yakportal.com

yaksupport.com

yaktoanyone.com

yaktravel.ca

yaktravel.com

yakwithrollie.com

yakworldcity.com

yk4f.com

**2113659 Ontario Inc.**

None.

**Yak Canada Communications Corp.**

None.

**3185692 Nova Scotia Company**

None.

**GCC LP**

None.

**3186352 Nova Scotia Company**

None.

**SCHEDULE "D"**

**DESIGNS**

**Globalive Communications Corp.**

Canada # : 108746

US # : 60/511,329

Europe # : 000152012-0001  
000152012-0002

**Canada Payphone Corporation**

None.

**Contour Telecom Inc.**

None.

**International Calling Services Incorporated**

None.

**Yak Communications (Canada) Inc.**

None.

**2113659 Ontario Inc.**

None.

**Yak Canada Communications Corp.**

None.

**3185692 Nova Scotia Company**

None.

**GCC LP**

None.

**3186352 Nova Scotia Company**

None.

**SCHEDULE "E"**

**LICENSES GRANTED**

**Globalive Communications Corp.**

CanTalk (Canada) Inc. - license to use Globalive's Operator Services Platform and related software - Letter Agreement dated January 25, 2000, as amended June 22, 2000, and February 1, 2002

**Canada Payphone Corporation**

None.

**Contour Telecom Inc.**

The Company does not sell or license stand-alone software. However, in connection with offering its products and services, the Company may provide or otherwise utilize certain ancillary software and technology.

**International Calling Services Incorporated**

None.

**Yak Communications (Canada) Inc.**

**Trademark Licenses Granted to Third Parties**

- British Columbia Automobile Association - Marketing Services Agreement entered on November 23, 2004.
- The Company regularly employs agents to market and sell its products and services. Such agents may have been given written permission to utilize Yak's trademarks.

**Software Licenses Granted to Third Parties**

In the course of providing VoIP (softphone) services to its customers/users, Yak sub-licenses third party downloadable software (the softphone functionality) to its customer/users.

As well, Yak Communications (Canada) Inc. does not sell or license stand-alone software. However, in addition to its VoIP services, in connection with offering products and services, Yak Communications (Canada) Inc. may provide or otherwise utilize certain ancillary software and technology.

**2113659 Ontario Inc.**

None.

**Yak Canada Communications Corp.**

Intel Corporation, Software License and Distribution Agreement, dated June 5, 2006



**3185692 Nova Scotia Company**

None.

**GCC LP**

None.

**3186352 Nova Scotia Company**

None.

**SCHEDULE "F"**

**FORM OF SUPPLEMENT**

**SUPPLEMENT NO. ●**

**TO**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS SUPPLEMENT** is made as of \_\_\_\_\_, 20\_\_ in favour of **THE TORONTO-DOMINION BANK**, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**"), for its own benefit and for the benefit of the Lenders (as defined in the Credit Agreement).

**RECITALS:**

A. Reference is made to an intellectual property security agreement (as amended, restated, supplemented, renewed, replaced or otherwise modified from time to time, the "**IP Agreement**") dated as of November 14, 2006 in favour of the Collateral Agent, for its own benefit and for the benefit of the Lenders, by the Borrower and the other Canadian Credit Parties (as each such term is herein defined) described in a credit agreement dated as of November 14, 2006 (as amended, restated, supplemented, renewed, replaced or otherwise modified from time to time, the "**Credit Agreement**") among Globalive Communications Corp. (the "**Borrower**"), each Guarantor whose jurisdiction of incorporation or formation is under the laws of Canada or a Province or Territory located in Canada (collectively, together with the Borrower, the "**Canadian Credit Parties**" and each individually, a "**Canadian Credit Party**"), the lenders from time to time party thereto (such lenders, together with their successors and assigns, being collectively referred to as the "**Lenders**"), the Collateral Agent and others.

B. Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the IP Agreement, including the definitions of terms incorporated in the IP Agreement by reference to other agreements.

C. Section 36 of the IP Agreement provides that additional Persons may from time to time after the date of the IP Agreement become Canadian Credit Parties under the IP Agreement by executing and delivering to the Collateral Agent a supplemental agreement to the IP Agreement in the form of this Supplement.

D. The undersigned (the "**New Canadian Credit Party**") is a wholly-owned Subsidiary of a Credit Party and a condition to the Lenders continuing to make certain financial accommodation available to the Borrower under the Loan Documents is that the undersigned become a Canadian Credit Party under the IP Agreement by executing and delivering this Supplement to the Collateral Agent.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are acknowledged by the New Canadian Credit Party, the New Canadian Credit Party hereby covenants and agrees in favour of the Collateral Agent, for its own benefit and for the benefit of the Lenders, as follows:

1. The New Canadian Credit Party has received a copy of, and has reviewed, the IP Agreement and is executing and delivering this Supplement to the Collateral Agent pursuant to Section 36 of the IP Agreement.

**TRADEMARK**

**REEL: 003464 FRAME: 0235**

2. Effective from and after the date this Supplement is executed and delivered to the Collateral Agent by the New Canadian Credit Party:

- (a) the New Canadian Credit Party shall be, and shall be deemed for all purposes to be, a Canadian Credit Party under the IP Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations, liens and security interests, as if the New Canadian Credit Party had been, as of the date of this Supplement, an original signatory to the IP Agreement as a Canadian Credit Party; and
- (b) all Intellectual Property of the New Canadian Credit Party shall be, and shall be deemed for all purposes to be, "Intellectual Property" of the New Canadian Credit Party for the purposes of the IP Agreement and subject to security interests granted by the New Canadian Credit Party in accordance with the provisions of the IP Agreement as security for the due payment and performance of the Secured Obligations of the New Canadian Credit Party in accordance with the provisions of the IP Agreement.

In furtherance of the foregoing, the New Canadian Credit Party, as security for the due payment and performance of the Secured Obligations (including the payment of any such Secured Obligations that would become due but for any automatic stay under the provisions of the *Bankruptcy and Insolvency Act* (Canada) or any analogous provisions of any other Applicable Law in Canada or any other jurisdiction) of the New Canadian Credit Party, grants to the Collateral Agent, for its own benefit and for the benefit of the Lenders, a continuing security interest in, the Intellectual Property of the New Canadian Credit Party. Each reference to a Canadian Credit Party in the IP Agreement shall be deemed to include the New Canadian Credit Party. The terms and provisions of the IP Agreement are incorporated by reference in this Supplement.

3. The New Canadian Credit Party represents and warrants to the Collateral Agent, for its own benefit and for the benefit of the Lenders, that (a) this Supplement has been duly authorized, executed and delivered by the New Canadian Credit Party and constitutes a legal, valid and binding obligation of the New Canadian Credit Party enforceable against the New Canadian Credit Party in accordance with its terms, and (b) each of the representations and warranties made or deemed to have been made by it under the IP Agreement as a Canadian Credit Party are true and correct on the date of this Supplement.

4. All Intellectual Property in which the New Canadian Credit Party has any right, title or interest (and the nature of such right, title or interest), and all rights of the New Canadian Credit Party to the use of any Intellectual Property, are described in Exhibit "A" to this Supplement.

5. Upon this Supplement bearing the signature of any Person claiming to have authority to bind the New Canadian Credit Party coming into the possession of the Collateral Agent, this Supplement and the IP Agreement shall be deemed to be finally and irrevocably executed and delivered by, and be effective and binding on, and enforceable against, the New Canadian Credit Party free from any promise or condition affecting or limiting the liabilities of the New Canadian Credit Party and the New Canadian Credit Party shall be, and shall be deemed for all purposes to be, a Canadian Credit Party under the IP Agreement. No statement, representation, agreement or promise by any officer, employee or agent of the Collateral Agent or any Lender, unless expressly set forth in this Supplement, forms any part of this Supplement or has induced the New Canadian Credit Party to enter into this Supplement and the IP Agreement or in any way affects any of the agreements, obligations or liabilities of the New Canadian Credit Party under this Supplement and the IP Agreement.

6. This Supplement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one agreement. All counterparts shall be construed

together and shall constitute one and the same agreement. This Supplement, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

7. This Supplement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and will be treated, in all respects, as an Ontario contract. The New Canadian Credit Party submits and attorns to the non-exclusive jurisdiction of the courts of Ontario. To the extent permitted by Applicable Law, the New Canadian Credit Party irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Supplement in the courts of such Province.

8. This Supplement and the IP Agreement will enure to the benefit of, and be binding on, the New Canadian Credit Party and its respective successors and permitted assigns. The New Canadian Credit Party may not assign this Supplement or the IP Agreement, or any of its respective rights or obligations under this Supplement or the IP Agreement, without the prior written consent of the Collateral Agent.

**IN WITNESS WHEREOF**, the New Canadian Credit Party has executed this Supplement as of the date first above written.

**[NEW CANADIAN CREDIT PARTY]**

Per:

\_\_\_\_\_

Name:

Title:

I have authority to bind the Corporation.

**EXHIBIT "A"**  
**TO**

**SUPPLEMENT NO. ●**  
**TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

[List Intellectual Property]

TOR\_LAW\6443809\I