

05-15-2007



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TRADE

HEET
RKS ONLY

Docket No.:

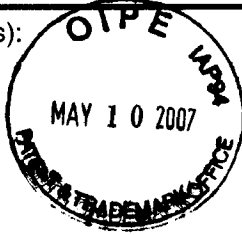
T926706 (Larcan)

To the Director of the U. S. Patent and Trademark Office, _____ and original documents or the new address(es) below.

1. Name of conveying party(ies):

Larcan Inc.

5.10.07



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

Citizenship (see guidelines) _____
Additional names(s) of conveying party(ies) Yes No

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

Execution Date: July 12, 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: Canadian Imperial Bank of Commerce
 Internal Address: _____
 Street Address: 595 Bay Street, 5th Floor
 City: Toronto
 State: Ontario

Country: Canada ZIP: M5G 2C2

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canadian
- 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)

1274914; 78536826;
 78536850; 78536824;
 78536848; 78523084;
 78536843; 78489747

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

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:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- 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 _____

9. Signature:

Signature

Sam Ierullo

Name of Person Signing

May 10, 2007

Date

Total number of pages including cover sheet, attachments, and document: 10

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT is made as of the ^{JULY} 12TH day of ~~May~~, 2006, between LARCAN INC. (the "Guarantor") located at 228 Ambassador Drive, Mississauga, Ontario L5T 2J2 and Canadian Imperial Bank of Commerce, as agent (together with its successors and assigns, the "Agent") located at Commerce Court West 3rd Floor, Toronto, Ontario, M5L 1A2.

WHEREAS:

- A. The Guarantor is, or may become, indebted or liable to the Agent and the Lenders pursuant to a guarantee executed by the Guarantor in favour of the Agent dated ~~May~~ 12, 2006 (the "Guarantee") as required pursuant to the terms of the second amended and restated credit agreement dated as of December 31, 2005 among ATX Incorporated, Canadian Imperial Bank of Commerce as lender and the Agent, as agent (as amended, supplemented, restated or replaced from time to time, the "Credit Agreement").
- B. The Guarantor is the owner of certain rights to the Intellectual Property (as hereinafter defined) which is a key component to the ongoing operations of the Guarantor's business.
- C. To secure the payment and performance of its indebtedness, liabilities and obligations incurred or to be incurred in favour of the Agent and the Lenders, the Guarantor has agreed to grant a security interest in all of its right, title, interest and benefit in, to, under and in respect of the Intellectual Property to the Agent, on the terms and conditions as set forth below.
- D. The Guarantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants, agrees and declares with and in favour of the Agent as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions. In this Agreement and any Schedule hereto, unless there is something in the subject matter or text inconsistent therewith or unless the context otherwise specifies or requires, capitalized terms shall have the meanings set forth below:

"Agent" has the meaning given to it in the Credit Agreement;

"Agreement" means this Agreement, including the Schedules hereto, as the same may be amended, varied, supplemented, restated, renewed or replaced at any time and from time to time; "Credit Agreement" has the meaning specified in recital A to this Agreement;

"Intellectual Property" has the meaning described in Section 2.1 of this Agreement;

"Lenders" has the meaning given to it in the Credit Agreement;

"Loan Documents" has the meaning described in Section 2.2 of this Agreement;

“**Obligations**” means in respect of the Guarantor all present and future indebtedness, liabilities and obligations of any kind which the Guarantor has from time to time incurred or may incur or be under to the Agent or the Lenders arising out of or relating to the Guarantee, the Credit Agreement or the Security (as defined in the Credit Agreement), wherever and however incurred and any unpaid balance thereof, including those that are direct or indirect, absolute or contingent, joint or several or are due or hereafter to become due.

ARTICLE 2- SECURITY

2.1 Security. To secure the due payment and performance of all of the Obligations, the Guarantor grants to the Agent a general and continuing security interest in, all of its right, title and interest in and in respect of the following property (collectively, the “**Intellectual Property**”), whether now existing, owned or used or hereafter existing, owned, acquired, adopted or used:

- (a) all trade-marks, trade names, corporate names, company names, business names, logos and other sources of business identifiers, and the goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications with the Canadian Intellectual Property Office and any similar government office or agency in other countries, including those referred to in Schedule A to this Agreement, and all renewals thereof;
- (b) all copyrights and industrial designs in all works, including but not limited to all designs, drawings, logos, publications, computer programs, and all registrations of, and all applications in connection with the foregoing copyrights or industrial designs, including all registrations, recordings and applications with the Canadian Intellectual Property Office and any other similar government office or agency in other countries;
- (c) all patents, proprietary technology, rights to inventions whether patentable or otherwise, know-how, trade secrets, confidential information and any other processes, and any applications for registration pertaining to any patents, and any and all counterpart or similar applications or registrations in the United States or elsewhere, including patent applications filed under the Patent Cooperation Treaty (PCT);
- (d) any and all licenses currently in force, or that may in the future be in force, which directly or indirectly license, permit or otherwise authorize the Guarantor, by any means whatsoever, to make, use, offer for sale, sell or advertise wares or services in connection with issued or pending applications for one or more patents, trade-marks, industrial designs, or in association with licensed know how, trade secrets, confidential information, web sites, web pages or domain names; and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by any Guarantor against third parties for the past, present or future infringement or violation of any of the rights described in clauses (a) to (d) or for any injury to the goodwill associated with the use of any such trade-mark or for breach or enforcement of any license agreement described in clause (d), and all rights corresponding thereto throughout the world.

2.2 **Agreement for Security Purposes.** The security interests granted hereby have been granted as a supplement to, and not in limitation of, the security interests granted by the Guarantor to the Agent under any other documents executed in connection with the Credit Agreement (collectively, the "**Loan Documents**"). Such Loan Documents (and all rights and remedies of the Agent therein) shall remain in full force and effect in accordance with their terms.

ARTICLE 3- GENERAL

3.1 **Power of Attorney.** The Guarantor hereby constitutes and appoints the Agent and any officer or agent of the Agent in accordance with the *Powers of Attorney Act* (Ontario), with full power of substitution from time to time, as the Guarantor's true and lawful attorney-in-fact, with full power and authority in the name and on behalf of the Guarantor to take any appropriate action and to execute such assignments, transfers, registrations, agreements, licences, assurances, documents and instruments which the Guarantor ought to execute and do, and has not taken or executed or done, under the covenants and provisions contained in this Agreement and generally to use the name of the Guarantor in the exercise of all or any of the powers hereby conferred on the Agent and the Guarantor declares this to be a general power of attorney in the widest respect. This power of attorney shall not be revoked or terminated by any act or instrument other than the termination of this Agreement in accordance with Section 3.2.

3.2 **Termination of this Agreement.** Upon termination of all rights of the Guarantor to receive any additional credit from the Agent and fulfilment by the Guarantor of its obligations, indebtedness and liabilities under the Loan Documents, this Agreement shall be and become fully ended and terminated and all right, title and interest in and in respect of the Intellectual Property secured by the Guarantor hereunder shall be released and all covenants and agreements of the Guarantor hereunder shall be at an end and the Agent shall, upon the written request of the Guarantor and at the expense of the Guarantor, execute such instruments and other documents and give such notifications or assurances as may be necessary to fully release, cancel and discharge this Agreement in the circumstances.

3.3 **Rights and Remedies Cumulative.** The rights or remedies given to the Agent hereunder shall be cumulative of and not substituted for any rights or remedies to which Agent may be entitled under the Loan Documents, or any other agreement or security provided to the Agent with respect to the Obligations or under statute or at law and may be exercised whether or not the Agent has pursued or is then pursuing any other such rights and remedies.

3.4 **Further Assurances.** The Guarantor shall do, perform, execute and deliver all acts, deeds, documents and assurances as may be necessary from time to time to give full force and effect to the intent of this Agreement; including, without limitation, the delivery of any additional security documents to further or better provide for a security interest in favour of the Agent in all intellectual property rights which the Guarantor may hold from time to time.

3.5 **Time of Essence.** Time shall be of the essence of this Agreement.

3.6 **Notices.** Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be given in accordance with the notice provisions of the Credit Agreement.

3.7 **Waiver.** No consent or waiver, express or implied, by the Agent to or of any breach or default by the Guarantor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Guarantor hereunder. Failure on the part of the Agent to complain of any act or failure to act of

the Guarantor or to declare the Guarantor in default, irrespective of how long such failure continues, shall not, by itself, constitute a waiver by the Agent of the Agent's rights hereunder.

3.8 **Amendments.** This Agreement may not be modified or amended except with the written consent of the Guarantor and the Agent.

3.9 **Interpretation Not Affected by Headings, etc.** Grammatical variations of any terms defined herein have similar meanings; words (including defined terms) importing the singular shall include the plural and vice versa; and words importing gender shall include the masculine, feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

3.10 **Severability.** If any covenant, obligation or agreement contained in this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.


3.11 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and without prejudice to the ability of the Agent to enforce this Agreement in any other proper jurisdiction, the Guarantor hereby submits and attorns to the jurisdiction of the courts of the Province of Ontario for the purpose of all proceedings relating to this Agreement.

3.12 **Successors and Assigns.** This Agreement shall extend and enure to the benefit of the Agent and its successors and assigns and shall be binding upon the Guarantor and its successors. Subject to the Credit Agreement, the Agent may from time to time assign or transfer all or any of the Obligations or any interest therein and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, any such Obligation or part thereof so transferred or assigned shall be and shall remain an "Obligation" for the purposes of this Agreement and any immediate and successive assignee or transferee of any Obligation or any interest therein shall, to the extent of the interest so assigned or transferred, be entitled to the benefit of, and the right to enforce, this Agreement to the same extent as if such person were the Agent. The Guarantor's obligations hereunder shall not be assigned or delegated.

3.13 **Amalgamation.** The Guarantor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the security interests created hereby (i) shall extend to Intellectual Property owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any Intellectual Property thereafter owned or acquired by the amalgamated company, such that the term "*Guarantor*" when used herein would apply to each of the amalgamating companies and the amalgamated company and (ii) shall secure the Obligations of each of the amalgamating companies and the amalgamated company to the Agent at the time of amalgamation and any Obligations of the amalgamated company to the Agent thereafter arising. The security interest shall attach to the additional Intellectual Property at the time of amalgamation and to any Intellectual Property owned or acquired by the amalgamated company when such becomes owned or is acquired.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

LARCAN INC.



Name: Ken Wildgoose

Title: President

I have authority to bind the Corporation

SCHEDULE "A"

INTELLECTUAL PROPERTY

TRADE MARKS

<u>TRADE MARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>	<u>STATUS</u>	
LARCAN & DESIGN	TMA277,214	Registered	March 4, 1983 Renewed March 4, 1998
LARCAN	TMA278,239	Registered	March 25, 1983 Renewed Mach 25, 1998
MERIDIAN	1233192	Pending	Filed October 2, 2004
MXD SERIES	1222134	Pending	Filed June 29, 2004
MD SERIES	1222133	Pending	Filed June 29, 2004
MX SERIES	1222131	Pending	Filed June 29, 2004
TRAPLEXER	1222130	Pending	Filed June 29, 2004
CONTACTLESS SWITCH	1222129	Pending	Filed June 29, 2004
LANDMARK	1222124	Pending	Filed June 29, 2004
ECLIPSE	1210973	Pending	Filed March 25, 2004
M SERIES	(Gowlings Ref # T6748813CA)		Not Yet Filed
MAGNUM	(Gowlings Ref # T6748807CA)		Not Yet Filed
8VSB REGEN TRANSCODER/EXCITER	(Gowlings Ref # T6748814CA)		Not Yet Filed

<u>TRADE MARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>	<u>STATUS</u>	
LARCAN	1274914	Registered	April 24, 1984
MXD SERIES	78536850	Pending	Filed December 22, 2004
MX SERIES	78536848	Pending	Filed December 22, 2004
TRAPLEXER	78536843	Pending	Filed December 22, 2004
MD SERIES	78536826	Pending	Filed December 22, 2004
LANDMARK	78536824	Pending	Filed December 22, 2004
MERIDIAN	78523084	Pending	Filed November 26, 2004
ECLIPSE	78489747	Pending	Filed September 27, 2004

<u>TRADE MARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>	<u>STATUS</u>	
LANDMARK	T6750197CTM (Gowlings Ref. #)	Pending	Filed December 20, 2004

<u>TRADE MARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>	<u>STATUS</u>	
Meridian	T6749516BR (Gowlings Ref #)	Pending	Filed February 7, 2005
MX Series	T6750210BR (Gowlings Ref #)	Pending	Filed February 7, 2005

MX Series	T6750204BR (Gowlings Ref #)	Pending	Filed February 7, 2005
MD Series	T675020BR (Gowlings Ref #)	Pending	Filed February 7, 2005
ECLIPSE	T6748258CA (Gowlings Ref #)		Not Yet Filed
LARCAN	T6749518BR (Gowlings Ref #)		Not Yet Filed

PATENTS

<u>TITLE</u>	<u>DATE FILED</u>	<u>ISSUE DATE</u>	<u>FILING NO.</u>
Stripline Coupling	April 6, 2000	N/A	CA2303976
<u>TITLE</u>	<u>DATE FILED</u>	<u>ISSUE DATE</u>	<u>FILING NO.</u>
Stripline Coupling	April 24, 2003	N/A	10/265,192
<u>TITLE</u>	<u>DATE FILED</u>	<u>ISSUE DATE</u>	<u>FILING NO.</u>
Stripline Coupling	April 5, 2001	February 2, 2006	784095
<u>TITLE</u>	<u>DATE FILED</u>	<u>ISSUE DATE</u>	<u>FILING NO.</u>
Stripline Coupling	August 4, 2003	N/A	03105596.4
<u>TITLE</u>	<u>DATE FILED</u>	<u>ISSUE</u>	<u>FILING NO.</u>

		<u>DATE</u>	
Stripline Coupling	April 5,2001	N/A	1921065.7