

06-26-2007

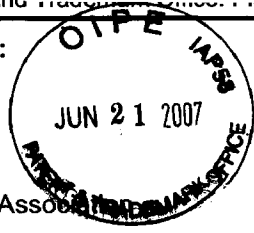


ET

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

6-21-07



1. Name of conveying party(ies):

ATX Telecom Inc.

- Individual(s)
- General Partnership
- Corporation- State: Toronto, Ontario, CANADA
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 2, 2001

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

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 _____ Citizenship _____

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76668338; 76667238; 76668491; and 76669937

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(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: Sam Ierullo

Internal Address: _____

Street Address: Suite 1600, 100 King Street West

1 First Canadian Place

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:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- 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

June 14, 2007

Date

Sam Ierullo

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT is made as of the 2nd day of January, 2001, between **ATX TELECOM INC.** (the "**Borrower**") and **Canadian Imperial Bank of Commerce**, as Agent (as defined in the Credit Agreement referred to below) (together with its successors and assigns, the "**Agent**").

WHEREAS:

- A. The Borrower is, or may become, indebted or liable to the Lenders (as defined in the Credit Agreement) or the Agent pursuant to a credit agreement dated January 2, 2001 among the Borrower, ATX Realty Inc., Canadian Imperial Bank of Commerce as lender and Canadian Imperial Bank of Commerce as Agent, (as such credit agreement may be amended, varied, supplemented, restated, renewed or replaced at any time and from time to time, the "**Credit Agreement**").
- B. The Borrower is the owner of certain rights to the Intellectual Property (as hereinafter defined) which is a key component to the ongoing operations of the Borrower's business.
- C. To secure the payment and performance of the Borrower's or any Guarantor's (as defined in the Credit Agreement) indebtedness, liabilities and obligations incurred or to be incurred in favour of the Lenders or the Agent, the Borrower 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 set forth below.
- D. The Borrower 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 Borrower covenants, agrees and declares with and in favour of the Agent as follows:

ARTICLE 1 - INTEPRETATION

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:

"**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;

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

"**Obligations**" means in respect of the Borrower or any Guarantor all present and future indebtedness, liabilities and obligations of any kind which the Borrower or any Guarantor has from time to time incurred or may incur or be under to the Lenders or the Agent arising out of or

relating to the Credit Agreement and 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 Borrower 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 Borrower, 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 Borrower 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 Borrower 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 Borrower 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 Borrower's true and lawful attorney-in-fact, with full power and authority in the name and on behalf of the Borrower to take any appropriate action and to execute such assignments, transfers, registrations, agreements, licences, assurances, documents and instruments which the Borrower 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 Borrower in the exercise of all or any of the powers hereby conferred on the Agent and the Borrower 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 **Termination of this Agreement.** Upon termination of all rights of the Borrower to receive any additional credit from the Agent and fulfilment by the Borrower 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 Borrower hereunder shall be released and all covenants and agreements of the Borrower hereunder shall be at an end and the Agent shall, upon the written request of the Borrower and at the expense of the Borrower, 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 Borrower 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 Borrower 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 Borrower 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 Borrower hereunder. Failure on the part of the Agent to complain of any act or failure to act of the Borrower or to declare the Borrower 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 Borrower 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 Borrower 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.

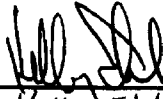
3.12 Successors and Assigns. This Agreement shall extend and enure to the benefit of the Agent and its successors and assigns and shall be binding upon the Borrower and its successors. Subject to the Credit Agreement, the Agent may from time to time assign or transfer all or any of the Obligations or 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 Borrower's obligations hereunder shall not be assigned or delegated.

3.13 Amalgamation. The Borrower 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 "**Borrower**" 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.

ATX TELECOM INC.

By:




Name: Kelly Ehler

Title: Chief Operating Officer

I have authority to bind the Corporation.

CANADIAN IMPERIAL BANK OF COMMERCE

By:



Name: Doreen L. Johnston

Title: Director, K&S

I have authority to bind the Bank.

TRADEMARK

REEL: 003569 FRAME: 0308

SCHEDULE "A"

Schedule of Intellectual Property
ATX Telecom Inc.

CANADIAN TRADE MARK

TRADEMARK

ATX & Design

REGISTRATION NO.

1 047 180

STATUS

Pending

::ODMA\PCDOCS\BUSINESS LAW\7376142

SCHEDULE 4

"SCHEDULE "N"

Intellectual Property
Updated: March 26, 2007

ATX GROUP OF COMPANIES

CANADIAN TRADE MARKS

APPLICANT/ REGISTRANT	TRADE MARK	REGISTRATION/ APPLICATION NO.	STATUS	
ATX Incorporated	ATX	1315817	Pending	Filed September 11, 2006
ATX Incorporated	ATX & Design	1315818	Pending	Filed September 11, 2006
ATX Incorporated	ATX & Design (old logo)	TMA588403	Registered	August 28, 2003
ATX Systems Limited	NOVANET	TMA391151	Registered Renewed	December 6, 1991 December 6, 2006
ATX Systems Limited	NOVANET & Design	TMA467262	Registered	December 6, 1996
ATX Systems Limited	CATCH THE WAVE & Design	TMA469939	Registered	January 28, 1997
ATX Systems Limited	SATPAC & Design	TMA474503	Registered	April 10, 1997
ATX Networks Inc.	DIGIMAX	TMA550820	Registered	September 14, 2001
ATX Networks Inc.	DIGIPOINT	TMA547985	Registered	July 11, 2001
ATX Networks Inc.	MAXAMP	TMA556778	Registered	January 23, 2002
ATX Networks Inc.	INNOVATIVE PRODUCTS FOR BROADBAND NETWORKS	TMA557399	Registered	February 5, 2002
ATX Networks Inc.	DIGIPOWER	TMA571457	Registered	November 29, 2002
ATX Networks Inc.	PCI FILTERS & Design	TMA584713	Registered	July 8, 2003
ATX Networks Inc.	PCI OPTIX & Design	TMA592819	Registered	October 22, 2003
ATX Networks Inc.	SCN-MANAGER	TMA611887	Registered	June 2, 2004
ATX Networks Inc.	LINX	TMA643244	Registered	May 29, 2005
ATX Networks Inc.	MAXNET	1196209	Pending	Advertised February 14, 2007

ATX Networks Inc.	SMAC & DESIGN	1322444	Pending	Filed December 8, 2006
ATX Networks Inc.	DIGIVU & DESIGN	1319485	Pending	Filed November 9, 2006
ATX Networks Inc.	FIBERLIX & DESIGN	1319486	Pending	Filed November 9, 2006
ATX Networks Inc.	HFC ENHANCE & DESIGN	1327606	Pending	Filed January 16, 2007
Larcac Inc.	LARCAN & DESIGN	TMA277214	Registered Renewed	March 4, 1983 March 4, 1998
Larcac Inc.	LARCAN	TMA278239	Registered Renewed	March 25, 1983 March 25, 1998
Larcac Inc.	MERIDIAN	1233192	Pending	Opposed December 14, 2005
Larcac Inc.	MXD SERIES	TMA658699	Registered	February 10, 2006
Larcac Inc.	MD SERIES	TMA658193	Registered	February 7, 2006
Larcac Inc.	MX SERIES	TMA658745	Registered	February 10, 2006
Larcac Inc.	TRAPLEXER	TMA657423	Registered	January 26, 2006
Larcac Inc.	CONTACTLESS SWITCH	TMA667493	Registered	July 13, 2006
Larcac Inc.	LANDMARK	TMA660457	Registered	March 8, 2006
Larcac Inc.	ECLIPSE	1210973	Pending	Approved March 14, 2007
Larcac Inc.	OCTANE	1336585	Pending	February 22, 2007
Larcac Inc.	M SERIES	(Gowlings Ref # T6748813CA)	Not Yet Filed	
Larcac Inc.	MAGNUM	(Gowlings Ref #	Not Yet Filed	

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T6748807CA)

Larcac Inc.	8VSB REGEN TRANSCODER/EXCITER	(Gowlings Ref# T6748814CA)	Not Yet Filed
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UNITED STATES TRADE MARKS

ATX Networks Inc.	MAXNET	2871391	Registered	August 10, 2004
ATX Networks Inc.	MAXAMP	2729700	Registered	June 24, 2003
ATX Networks Inc.	DIGIMAX	2802273	Registered	January 6, 2004
ATX Networks Inc.	COMPRESSOR CONNECTORS	2819188	Registered	March 2, 2004
ATX Networks Inc.	SCN-MANAGER	2824663	Registered	March 23, 2004
ATX Networks Inc.	MDU SOLUTIONS	2931309	Registered	March 8, 2005
ATX Networks Inc.	PCI FILTERS & Design	2869134	Registered	August 3, 2004
ATX Networks Inc.	PCI INNOVATIVE SOLUTIONS FOR INFORMATION NETWORKS	2961934	Registered	June 14, 2005
ATX Networks Inc.	LINX	78477678	Pending	Advertised July 12, 2005
ATX Networks Inc.	DIGIVU	76668338	Pending	Filed September 20, 2006
ATX Networks Inc.	FIBERLINX	76667238	Pending	Filed October 10, 2006
ATX Networks Inc.	SMAC & DESIGN	76668491	Pending	Filed October 12, 2006
ATX Networks Inc.	HFC ENHANCE & DESIGN	76669937	Pending	Filed November 23, 2006
Larcac Inc.	LARCAC & Design	1274914	Registered	April 24, 1984
Larcac Inc.	MXD SERIES	3138004	Registered	September 5, 2006
Larcac Inc.	MX SERIES	3128794	Registered	August 15, 2006

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Larcan Inc.	TRAPLEXER	3147622	Registered	September 26, 2006
Larcan Inc.	MD SERIES	3207378	Registered	February 13, 2007
Larcan Inc.	LANDMARK	3138003	Registered	September 5, 2006
Larcan Inc.	MERIDIAN	78523084	Suspended	Pending receipt of Canadian registration certificate
Larcan Inc.	ECLIPSE	78489747	Suspended	Pending receipt of Canadian registration certificate

EUROPEAN

ATX Incorporated	ATX	CTM 005 353 735	Pending	Filed September 8, 2006
ATX Incorporated	ATX & Design	CTM 005 353 727	Pending	Filed September 8, 2006
Larcan Inc.	LANDMARK	4174165	Registered	February 8, 2006

BRAZIL

Larcan Inc.	LANDMARK	827.026.897	Pending	Filed December 20, 2004
Larcan Inc.	MERIDIAN	827.163.738	Pending	Filed February 7, 2005
Larcan Inc.	MX SERIES	827.026.900	Pending	Filed February 7, 2005
Larcan Inc.	MXD SERIES	827.026.927	Pending	Filed February 7, 2005
Larcan Inc.	MD SERIES	827.026.919	Pending	Filed February 7, 2005
Larcan Inc.	ECLIPSE	T6748258CA (Gowlings Ref #)	Not Yet Filed	
Larcan Inc.	LARCAN	T6749518BR (Gowlings Ref #)	Not Yet Filed	
ATX Incorporated	ATX		Pending	
ATX Incorporated	ATX & Design		Pending	

COPYRIGHTS

REGISTRANT	COPYRIGHT	REGISTRATION NO.	STATUS
<u>Canada</u>			
ATX Networks Inc.	Innovative Solutions for Information Networks	454778	Registered
ATX Networks Inc.	Filters, Signal Generators, Splitting/Combining Networks Catalog #0498	471431	Registered
ATX Networks Inc.	PCI Technologies Inc. Catalog #0500	489958	Registered
ATX Incorporated	ATX Networks Website	1031102	Registered
<u>US</u>			
ATX Networks Inc.	PCI Technologies Inc. Catalog #0500	TX 5-468-528	Registered

CANADIAN PATENTS

APPLICANT/ REGISTRANT	TITLE	REGISTRATION NO.	STATUS	
ATX Networks Inc.	Drop Amplifier with Multiple Tiers	CA2404839	Pending	Filed September 24, 2002
ATX Networks Inc.	RF Detection and Switching System and Method	CA2404840	Pending	Filed September 24, 2002
ATX Networks Inc.	RF Circuit Modules and Integrated Chassis with Power Interface for RF Circuit Modules	CA2404844	Pending	Filed September 24, 2002
ATX Networks Inc.	Compression BNC Connector	CA2451938	Pending	Filed December 3, 2003
ATX Networks Inc.	Electrical Connector with Non-Blind Conductor Entry	CA2470040	Pending	Filed June 6, 2004
ATX Networks Inc.	Signal Management System	CA2481668	Pending	Filed September 15, 2004
Larcan Inc.	Stripline Coupling	CA2303976	Pending	Filed April 6, 2000
ATX Incorporated	Digital Telephone Switch	CA2543574	Pending	Filed April 18, 2006

UNITED STATES PATENTS

ATX Networks Inc.	Drop Amplifier with Multiple Tiers	6,781,457	Issued	August 24, 2004
ATX Networks Inc.	RF Detection and Switching System and Method	7,043,236	Issued	May 9, 2006
ATX Networks Inc.	RF Circuit Modules and Integrated Chassis with Power Interface for RF Circuit Modules	6,842,348	Issued	January 11, 2005
ATX Networks Inc.	Signal Management System	7,142,414	Issued	November 28, 2006

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ATX Networks Inc.	Electrical Connector with non-blind conductor entry	7,025,630	Issued	April 11, 2006
ATX Networks Inc.	Integrated RF & Optical Signal Management Platform	10/940,950	Pending	Filed September 15, 2004
ATX Networks Inc.	Digital Telephone Switch	20060239435	Pending	October 26, 2006
ATX Incorporated	Interface Suppressing Cable Boot Assembly*	5886294	Issued	August 6, 2002
ATX Incorporated	Interface Suppressing Cable Boot Assembly*	5631443	Issued	May 20, 1997
ATX Incorporated	Multipurpose Flexible Cable Boot for enclosing Trunk and Feeder Cable Connectors*	6429373	Issued	March 23, 1999
ATX Incorporated	Multipurpose Flexible Cable Boot for enclosing Trunk and Feeder Cable Connectors*	PCT/US/01/0436	Pending	Filed February 9, 2001
Larcan Inc.	Stripline Coupling	10/265,192	Pending	Filed April 24, 2003
ATX Networks Ltd.	Power Converter System	7,109,603	Issued	September 19, 2006
<u>AUSTRALIA</u>				
Larcan Inc.	Stripline Coupling	784095	Issued	February 2, 2006
<u>HONG KONG</u>				
Larcan Inc.	Stripline Coupling	03105596.4	Pending	Filed August 4, 2003
<u>EUROPEAN</u>				
Larcan Inc.	Stripline Coupling	1921065.7	Pending	Filed April 5, 2001 Grant paid October 26, 2006