

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE TORONTO-DOMINION BANK		06/04/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	YAK COMMUNICATIONS (CANADA) INC.
Street Address:	55 Town Centre Suite 610
City:	Scarborough, Ontario M1P4X4
State/Country:	CANADA
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3140837	LOONIE CALL
Serial Number:	78758995	YAK
Registration Number:	3182521	YAK BROADBAND
Serial Number:	76443220	YAK COMMUNICATIONS
Serial Number:	76443217	YAK JUST DIAL 10.15.945
Registration Number:	3072223	1010925
Registration Number:	2754902	KEEP ON YAKKING
Registration Number:	1816002	A
Registration Number:	3052098	1010YAK
Registration Number:	2907571	LOONEYCALL
Registration Number:	3094681	WORLD CITY VOIP
Registration Number:	3094682	WORLD CITY
Registration Number:	2816002	YAK CELL

CORRESPONDENCE DATA

OP \$340.00 3140837

Fax Number: (212)953-7201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 415-9200
Email: ny.trademark@dorsey.com
Correspondent Name: Dorsey & Whitney LLP
Address Line 1: 250 Park Avenue, 15th Floor
Address Line 4: New York, NEW YORK 10177

ATTORNEY DOCKET NUMBER:	447491-00008
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DOMESTIC REPRESENTATIVE

Name: Dorsey & Whitney LLP
Address Line 1: 250 Park Avenue, 15th Floor
Address Line 4: New York, NEW YORK 10177

NAME OF SUBMITTER:	Sarah Robertson
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Signature:	/sr/
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Date:	07/08/2008
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Total Attachments: 17

source=Release of Security Interest from Toronto-Dominion to Yak Communications#page1.tif
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source=Release of Security Interest from Toronto-Dominion to Yak Communications#page17.tif

RELEASE AND DISCHARGE

- TO:** GLOBALIVE COMMUNICATIONS CORP. (the "Borrower"), CANADA PAYPHONE CORPORATION, CANOPCO INC. (US), FREEFONE INC., INTERNATIONAL CALLING SERVICES INCORPORATED, 2113659 ONTARIO INC., 3185692 NOVA SCOTIA COMPANY, GCC LP, GLOBALIVE COMMUNICATIONS INC. (US), YAKQUISITION, L.P., YAK COMMUNICATIONS (CANADA) CORP. (successor by amalgamation of 3186352 Nova Scotia Company and Yak Communications (Canada) Inc.), YAK CANADA COMMUNICATIONS CORP., OPCOM HOSPITALITY SOLUTIONS INC., GLOBALIVE COMMUNICATIONS HOLDINGS ONTARIO INC. and GLOBALIVE COMMUNICATIONS HOLDINGS DELAWARE INC. (collectively, the "Globalive Group")
- AND TO:** BANK OF MONTREAL, as administrative agent (the "New Agent") for certain new lenders to the Globalive Group (the "New Lenders") pursuant to the New Credit Agreement referred to below
- AND TO:** FRASER MILNER CASGRAIN LLP ("New Lenders' Counsel") and CASSELS BROCK AND BLACKWELL LLP ("Borrower's Counsel")
- AND TO:** CANADIAN IMPERIAL BANK OF COMMERCE, as senior agent and as a senior lender (collectively, the "CIBC Lenders") under the CIBC Credit Agreement referred to below
- AND TO:** THE TORONTO-DOMINION BANK, as senior agent and as a senior lender (collectively, the "TD Lenders") under the TD Credit Agreement referred to below
- AND TO:** GOWLING LAFLEUR HENDERSON LLP ("Gowlings") and BELL, BOYD & LLOYD LLP ("Bell Boyd") (collectively, "Lenders' Counsel")
- RE:** Amended and restated credit agreement dated as of March 28, 2008 among GLOBALIVE COMMUNICATIONS CORP., as borrower, CANADA PAYPHONE CORPORATION, CANOPCO INC. (US), FREEFONE INC., INTERNATIONAL CALLING SERVICES INCORPORATED, 2113659 ONTARIO INC., 3185692 NOVA SCOTIA COMPANY, GCC LP, GLOBALIVE COMMUNICATIONS INC. (US), YAKQUISITION, L.P., YAK COMMUNICATIONS (CANADA) CORP. (successor by amalgamation of 3186352 Nova Scotia Company and Yak Communications (Canada) Inc.), YAK CANADA COMMUNICATIONS CORP., and OPCOM HOSPITALITY SOLUTIONS INC., as guarantors, GLOBALIVE COMMUNICATIONS HOLDINGS ONTARIO INC., as limited recourse guarantor, and CANADIAN IMPERIAL BANK OF COMMERCE, as agent and as a lender (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "CIBC Credit Agreement")

AND RE: Amended and restated credit agreement dated as of March 28, 2008 among GLOBALIVE COMMUNICATIONS CORP., as borrower, CANADA PAYPHONE CORPORATION, CANOPCO INC. (US), FREEFONE INC., INTERNATIONAL CALLING SERVICES INCORPORATED, 2113659 ONTARIO INC., 3185692 NOVA SCOTIA COMPANY, GCC LP, GLOBALIVE COMMUNICATIONS INC. (US), YAKQUISITION, L.P., YAK COMMUNICATIONS (CANADA) CORP. (successor by amalgamation of 3186352 Nova Scotia Company and Yak Communications (Canada) Inc.), YAK CANADA COMMUNICATIONS CORP., and OPCOM HOSPITALITY SOLUTIONS INC., as guarantors, GLOBALIVE COMMUNICATIONS HOLDINGS ONTARIO INC., as limited recourse guarantor, and THE TORONTO-DOMINION BANK, as agent and as a lender (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "TD Credit Agreement")

AND RE: Credit Agreement dated as of June 2, 2008 among the Borrower, the New Agent, as administrative agent, and Bank of Montreal and National Bank of Canada (collectively, the "New Lenders") as lenders (as may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "New Credit Agreement")

DATE: June 4, 2008

RECITALS:

- A. The Borrower is currently indebted to the CIBC Lenders pursuant to the CIBC Credit Agreement.
- B. The Borrower is currently indebted to the TD Lenders pursuant to the TD Credit Agreement.
- C. The CIBC Lenders and the TD Lenders (collectively, the "Lenders") have been advised that the Globalive Group plan to repay all indebtedness, liabilities and obligations owing by them to the Lenders including, without limitation, those debts, liabilities and obligations set forth in Schedule "A" attached hereto.
- D. The aggregate outstanding indebtedness, liabilities and obligations owed by the Globalive Group as applicable to the Lenders as at June 4, 2008 is Cdn\$30,677,561.59 plus US\$226,911.67 including cash collateral for any contingent indebtedness, liabilities and obligations (collectively, the "Payout Amount").
- E. In connection with the payment of the Payout Amount to the Lenders, the Borrower, on behalf of each member of the Globalive Group, and the New Agent, have requested that the Lenders deliver this Release and Discharge.

In consideration of payment in full of the Payout Amount, each of the Lenders and each of the other parties to this Release and Discharge hereby acknowledge and agree that effective upon receipt by the Lenders of (i) the Payout Amount which is attributable to each of them on or before 1:00 p.m. on June 4, 2008 by way of wire transfer to the account designated for each Lender in Schedule "A" hereto (receipt of which shall be promptly acknowledged by each of the Lenders in writing to the New Agent and the Borrower), (ii) this Release and Discharge duly executed and unconditionally delivered to the Lenders by the Globalive Group and the New Agent, (iii) the Cash Collateral Pledge Agreement (as hereinafter defined) duly executed and unconditionally delivered to the Lenders by the Borrower, and (iv) a release and discharge in the form of Schedule "D" attached hereto from OneConnect Services Inc., formerly OneConnect General Partnership ("**OneConnect**") and the Borrower in connection with a commitment letter issued by Canadian Imperial Bank of Commerce, as lender, to OneConnect, and accepted by OneConnect (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**OneConnect Commitment Letter**") (the documents in paragraphs (ii), (iii) and (iv) immediately above being collectively referred to as the "**Condition Precedent Documents**"):

1. All credit facilities and commitments established by the Lenders in favour of the Globalive Group under the CIBC Credit Agreement and the TD Credit Agreement (collectively, the "**Credit Agreements**") shall be immediately terminated and cancelled, with no further drawdowns or other credit accommodation permitted thereunder. Without limiting the generality of the foregoing, the Cdn.\$2,000,000 corporate wire payments facility established by the CIBC Lenders in favour of the Borrower, and the three separate Cdn.\$10,000 pre-authorized electronic payment processing facilities established by the CIBC Lenders in favour of each of OneConnect, Opcom Hospitality Services Inc. and Congruent Inc. shall be immediately terminated and cancelled. However, the Cdn.\$290,000 pre-authorized electronic payment processing facility established by the CIBC Lenders in favour of the Borrower shall, provided it is supported by the New Agent's indemnity as set forth in Section 6(a) hereof, remain in place until August 5, 2008, at which time such facility shall be terminated and cancelled.
2. All agreements, documents or other instruments relating to, evidencing or comprising any loan document or security interest granted in favour of the Lenders by any member of the Globalive Group are hereby cancelled and terminated and are of no further force or effect save and except for: (i) the indemnities, agreements and undertakings otherwise contained in this Release and Discharge, (ii) the cash collateral agreement executed by the Borrower to and in favour of Canadian Imperial Bank of Commerce on behalf of the CIBC Lenders on its standard form (the "**Cash Collateral Pledge Agreement**"), the cash and other investments in respect thereof and the Ontario PPSA Reference File Number 630193014 perfecting the same (the "**Cash Collateral PPSA Registration**"), and (iii) those documents, instruments and agreements executed in connection with any and all accounts held by any member of the Globalive Group with the Lenders and the cash contained therein. At the expense of the Globalive Group paid in advance, the CIBC Lenders shall, promptly following receipt of the Payout Amount and the Condition Precedent Documents, amend the Cash Collateral PPSA Registration to designate "accounts" and "other" as the only collateral classifications and to add a collateral

description which provides that the Cash Collateral PPSA Registration relates only to the Cash Collateral Pledge Agreement and the assets secured thereby.

3. Except for the Cash Collateral Pledge Agreement, the Cash Collateral PPSA Registration and the cash and other investments in respect thereof, the Lenders absolutely and unconditionally remise, release and forever discharge any and all security interests, hypothecs, liens, encumbrances, charges and mortgages granted in favour of any of them by the Globalive Group including, without limitation, (i) the security interests and liens as evidenced by the registrations under the personal property regimes of each respective jurisdiction as listed in Schedule "B" attached hereto, and (ii) the charges and liens as evidenced by the registrations with the Canadian Intellectual Property Office as listed in Schedule "C" attached hereto (collectively, the "Registrations").
4. Each Lender irrevocably and unconditionally authorizes each of New Lenders' Counsel and Borrower's Counsel, and any of their respective agents, employees or representatives, to discharge or cause to be discharged, at the expense of the Globalive Group, all financing statements and registered charges (including, without limitation, those financing statements or registered charges listed in Schedules "B" and "C" attached hereto), save and except for the Cash Collateral PPSA Registration, and this Release and Discharge shall be good and sufficient authority for each of New Lenders' Counsel and Borrower's Counsel, or any such agent, employee or representative, to do so.
5. Each Lender undertakes and agrees to execute and deliver or to cause to be executed and delivered to the Globalive Group and the New Agent, from time to time, upon the reasonable written request of the Borrower or the New Agent, and at the expense of the Globalive Group paid in advance, registrable discharges of the Registrations and all such other further agreements, instruments and other documents as the New Agent, the Globalive Group and/or their respective legal counsel may advise are reasonably necessary or desirable to give full effect to the intention of this Release and Discharge or to publicly record any matter arising therefrom; and without limiting the generality of the foregoing (i) the Lenders hereby release any interest they may have under any and all insurance policies held by the Globalive Group and assigned to them in connection with the Credit Agreements, and (ii) the Lenders shall promptly deliver to the new Agent all share certificates and unit certificates which it received from the Globalive Group evidencing shares or partnership interests pledged to the Lenders by the Globalive Group which are listed in Schedule "E" attached hereto, and the Globalive Group hereby authorizes and directs the Lenders to deliver such certificates accordingly.
6. (a) The New Agent hereby irrevocably agrees to indemnify and save harmless the Lenders in respect of all drawn amounts, losses, charges, charge-backs, costs, expenses and other liabilities (including, without limitation, interest on any drawn or overdrawn amounts) of the Globalive Group to the Lenders incurred or arising on or before August 5, 2008 under or in connection with all cash management settlement facilities established by the Lenders for the Globalive Group, provided however that the maximum aggregate liability of the New Agent under this indemnity is One Million Dollars (\$1,000,000) which limit shall be split between the TD Lenders and the CIBC Lenders on a 50-50 basis unless the Lenders

otherwise agree as between themselves to an alternative basis. Each such payment by the New Agent to any Lender shall constitute an advance under the New Credit Agreement and is hereby authorized by the Borrower. Each member of the Globalive Group hereby irrevocably agrees to indemnify and save harmless the New Agent from and in respect of any losses, charges, costs, expenses and liabilities (including, without limitation, legal expenses) that the New Agent incurs in connection with its said indemnity to the Lenders, including, without limitation, any payment made by the New Agent to the Lenders in connection therewith.

- (b) Each member of the Globalive Group undertakes and agrees in favour of the Lenders: (A) to use its best efforts to cause those certain letters of guarantee issued by the CIBC Lenders as listed in Schedule "A" (collectively, the "**Outstanding LCs**") to be cancelled and terminated and the original Outstanding LCs to be returned to Canadian Imperial Bank of Commerce as soon as possible (together with a cover letter from the beneficiary of each Outstanding LC on the beneficiary's letterhead confirming that the Outstanding LC is no longer required by the beneficiary), (B) to immediately and automatically deliver funds to the Lenders (without any notice provided by any of the Lenders being required) sufficient to: (x) reimburse the Lenders for any and all drawn amounts, losses, charges, costs, expenses and other liabilities (including, without limitation, interest on any drawn amounts and legal expenses) under or in respect of the Outstanding LCs, (y) maintain at all times sufficient credit balances in accounts of the Globalive Group with the Lenders to fund all cheques or other instruments that are drawn on any accounts of any member of the Globalive Group with any of the Lenders and that are not included in the Payout Amount from time to time (collectively, the "**Outstanding Instruments**", including all cheques written on accounts with the Lenders that have not yet been presented for payment to or paid by the Lenders as of June 3, 2008, and (z) indemnify and save harmless the Lenders from and in respect of any losses, charges, charge-backs, costs, expenses and liabilities (including, without limitation, interest on any overdrawn amounts and legal expenses) that the Lenders incur in connection with the Outstanding Instruments, and (C) to close all other accounts of the Globalive Group with the Lenders on or before August 5, 2008. The Globalive Group acknowledges that the accounts of the Globalive Group with the Lenders will be marked such that debit or overdraft balances are not permitted in such accounts and any cheque or other debit advice which would create a debit balance will not be honoured.
- (c) Each member of the Globalive Group hereby irrevocably releases and forever discharges each of the Lenders and their respective successors, assigns, participants, officers, directors, affiliates, advisors, attorneys, agents and employees and Lenders' Counsel (collectively, the "**Lenders Group**") from and against all manner of claims, demands, actions, causes of action, liabilities, debts, sums of money, contracts, covenants, expenses, general damages, special damages and costs whatsoever regardless of intent or basis, known or unknown at law or in equity which any member of the Globalive Group or OneConnect ever had or now has or hereafter can, shall or may have against any member of the

Lenders Group, for or by reason of any matter, cause or thing whatsoever, existing up to and including the date hereof.

- (d) Each member of the Globalive Group hereby irrevocably agrees that: (i) the provisions of Section 3.05 of the CIBC Credit Agreement and Section 3.05 of the TD Credit Agreement, (ii) the provisions of any Letter of Credit Agreement obtained under the CIBC Credit Agreement or the TD Credit Agreement, and (iii) any other provision of the Credit Agreements providing indemnity or reimbursement to the Lenders in respect of the Outstanding LCs, shall continue to apply for the benefit of the Lenders notwithstanding the repayment of the Payout Amount and/or the termination of the commitments, and all such provisions are hereby incorporated by reference, *mutatis mutandis*. It is further hereby agreed by each member of the Globalive Group that, in respect of any and all circumstances relating to the Outstanding LCs and insofar as the Globalive Group are interested or concerned therewith, and so far as the Globalive Group is aware, the Lenders have acted at all times in relation thereto in good faith, without gross negligence or wilful misconduct, and otherwise in full compliance with the applicable provisions of the Credit Agreements and the other Loan Documents (as defined therein).
 - (e) Each member of the Globalive Group hereby agrees to comply with the terms of the New Credit Agreement relating to the operation of its accounts with the Lenders following the payment of the Payout Amount, and in any event undertakes to close all such accounts on or before August 5, 2008.
 - (f) Any and all indemnities, reimbursement rights and other rights of similar effect or import given in favour of any Lender under the Credit Agreements or other Loan Documents, including, without limitation, environmental liability indemnities, which, under the terms of the Credit Agreements or other Loan Documents, are expressly stipulated to survive the repayment of the Payout Amount and/or the Obligations (as defined in the Credit Agreements) and/or the termination of the commitments, shall continue for the benefit of such Lender after and notwithstanding payment of the Payout Amount and/or repayment of the Obligations and/or the termination of the commitments.
7. Each member of the Globalive Group hereby acknowledges, represents, warrants and agrees with the Lenders that:
- (a) any amount paid to the Lenders or any one of them in consideration for this Release and Discharge and/or on account of the Payout Amount or the Obligations, including pursuant to any posting of cash collateral (collectively, any "Payment") delivered in connection with this Release and Discharge, is an enforceable obligation of each member of the Globalive Group pursuant to the applicable provisions of the Credit Agreements and the other Loan Documents, and is payable and has been paid, without any deduction, offset, defense or counterclaim;

- (b) nothing contained herein shall constitute a waiver of any Default or Event of Default or of any Lender's rights and remedies under the Credit Agreements and other Loan Documents in the event that any Payment is rescinded or voided, and in such event, the releases and discharges herein given shall be and are hereby forthwith rescinded; and
 - (c) the Lenders and their respective participants, if any, shall have no further commitment to provide loans or other financial accommodations under the Credit Agreements and other Loan Documents, or obligation, duty or responsibility under the Credit Agreements and other Loan Documents.
- 8. This Release and Discharge shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 9. For greater certainty, this Release and Discharge shall not extend to, and shall not be construed as extending to, any indebtedness, liabilities and obligations of the Globalive Group to the Mezzanine Lending Division of Canadian Imperial Bank of Commerce, which division has provided the Globalive Group with certain mezzanine financing pursuant to one or more agreements (the "Mezzanine Debt") or to any security held in support of the Mezzanine Debt or to any documents, instruments and agreements otherwise relating to the Mezzanine Debt.
- 10. This Release and Discharge may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Release and Discharge. Delivery of an executed signature page to this Release and Discharge by any party by facsimile or electronic transmission shall be as effective as delivery of a manually executed copy of this Release and Discharge by such party.

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

IN WITNESS OF WHEREOF, this Release and Discharge has been executed on the date first noted above.

**CANADIAN IMPERIAL BANK OF
COMMERCE, as senior agent and senior
lender under the CIBC Credit Agreement**

Per:



Name: *Day G. Johnston*

Title: *Authorized Signatory*



Name: *Erin Parrot*

Title: *Authorized Signatory*

I/We have authority to bind the Bank.

**THE TORONTO-DOMINION BANK, as
senior agent and senior lender under the
TD Credit Agreement**

Per:

Name:

Title:

Name:

Title:

I/We have authority to bind the Bank.

IN WITNESS OF WHEREOF, this Release and Discharge has been executed on the date first noted above.

**CANADIAN IMPERIAL BANK OF
COMMERCE, as senior agent and senior
lender under the CIBC Credit Agreement**
Per:

Name:
Title:

Name:
Title:

I/We have authority to bind the Bank.

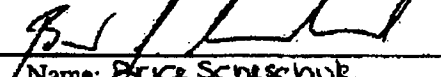
**THE TORONTO-DOMINION BANK, as
senior agent and senior lender under the
TD Credit Agreement**
Per:

Name: *P. Watanabe*
Title: *Senior Manager*

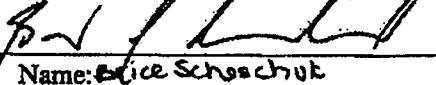
Name: **Bill Veale**
Title: Associate Vice President
National Accounts

I/We have authority to bind the Bank.


GLOBALIVE COMMUNICATIONS CORP.

By: 
Name: Brice Scheschuk
Title: CFO


**CANADA PAYPHONE CORPORATION,
INTERNATIONAL CALLING SERVICES INCORPORATED,
2113659 ONTARIO INC.,
2113659 ONTARIO INC., in its capacity as general partner of GCC LP,
2113659 ONTARIO INC., in its capacity as general partner of YAKQUISITION, L.P.,
3185692 NOVA SCOTIA COMPANY,
CANOPCO INC. (US),
FREEFONE INC.,
YAK COMMUNICATIONS (CANADA) CORP.,
YAK CANADA COMMUNICATIONS CORP. and
OPCOM HOSPITALITY SOLUTIONS INC.**

By: 
Name: Brice Scheschuk
Title: CFO

GLOBALIVE COMMUNICATIONS INC. (US)

By: 
Name: Brice Scheschuk
Title: CFO

**GLOBALIVE COMMUNICATIONS HOLDINGS
ONTARIO INC.**

By: 
Name: Brice Scheschuk
Title: CFO

**GLOBALIVE COMMUNICATIONS HOLDINGS
DELAWARE INC.**

By: _____
Name:
Title:

GLOBALIVE COMMUNICATIONS CORP.

By: _____
Name:
Title:

**CANADA PAYPHONE CORPORATION,
INTERNATIONAL CALLING SERVICES INCORPORATED,
2113659 ONTARIO INC.,
2113659 ONTARIO INC., in its capacity as general partner of GCC LP,
2113659 ONTARIO INC., in its capacity as general partner of YAKQUISITION, L.P.,
3185692 NOVA SCOTIA COMPANY,
CANOPCO INC. (US),
FREEFONE INC.,
YAK COMMUNICATIONS (CANADA) CORP.,
YAK CANADA COMMUNICATIONS CORP. and
OPCOM HOSPITALITY SOLUTIONS INC.**

By: _____
Name:
Title:

GLOBALIVE COMMUNICATIONS INC. (US)

By: _____
Name:
Title:

**GLOBALIVE COMMUNICATIONS HOLDINGS
ONTARIO INC.**

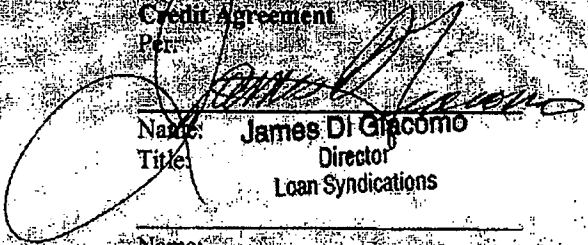
By: _____
Name:
Title:

**GLOBALIVE COMMUNICATIONS HOLDINGS
DELAWARE INC.**

By: _____
Name:
Title:

BANK OF MONTREAL, as
administrative agent under the New
Credit Agreement

Per:



Name: James Di Giacomo
Title: Director
Loan Syndications

Name:
Title:

I/We have authority to bind the Bank.

SCHEDULE "C"

Security - Intellectual Property Registrations

See Attached.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 18, 2007

PTAS

GOWLING LAFLEUR HENDERSON LLP
SUITE 1600, 1 FIRST CANADIAN PLACE
100 KING STREET WEST
TORONTO, ONTARIO, CANADA
M5S 1G5

CORRECTED
NOTICE

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/09/2007

REEL/FRAME: 003464/0202
NUMBER OF PAGES: 37

BRIEF: SECURITY AGREEMENT
DOCKET NUMBER: T959316

ASSIGNOR:

YAK COMMUNICATIONS (CANADA) INC.

DOC DATE: 11/14/2006
CITIZENSHIP: CANADA
ENTITY: CORPORATION

ASSIGNEE:

TORONTO-DOMINION BANK, THE
100 WELLINGTON STREET WEST, 26TH
FLOOR
TORONTO, ONTARIO, CANADA M5K 1A2

CITIZENSHIP: CANADA
ENTITY: CORPORATION

APPLICATION NUMBER: 76536623
REGISTRATION NUMBER: 3140837

FILING DATE: 08/12/2003
ISSUE DATE: 09/12/2006

MARK: LOONIE CALL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

003464/0202 PAGE 2

APPLICATION NUMBER: 78758995
REGISTRATION NUMBER:

FILING DATE: 11/22/2005
ISSUE DATE:

MARK: YAK

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78454437
REGISTRATION NUMBER: 3182521

FILING DATE: 07/21/2004
ISSUE DATE: 12/12/2006

MARK: YAK BROADBAND

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76443220
REGISTRATION NUMBER:

FILING DATE: 08/20/2002
ISSUE DATE:

MARK: YAK COMMUNICATIONS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76443217
REGISTRATION NUMBER:

FILING DATE: 08/20/2002
ISSUE DATE:

MARK: YAK JUST DIAL 10.15.945

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 76527005
REGISTRATION NUMBER: 3072223

FILING DATE: 06/26/2003
ISSUE DATE: 03/21/2006

MARK: 1010925

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76116796
REGISTRATION NUMBER: 2754902

FILING DATE: 08/24/2000
ISSUE DATE: 08/26/2003

MARK: KEEP ON YAKKING

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74376639
REGISTRATION NUMBER: 1816002

FILING DATE: 04/07/1993
ISSUE DATE: 01/11/1994

MARK: A

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76527006
REGISTRATION NUMBER: 3052098

FILING DATE: 06/26/2003
ISSUE DATE: 01/31/2006

MARK: 1010YAK

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76446142
REGISTRATION NUMBER: 2907571

FILING DATE: 09/03/2002
ISSUE DATE: 12/07/2004

MARK: LOONEYCALL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

003464/0202 PAGE 3

APPLICATION NUMBER: 76604131
REGISTRATION NUMBER: 3094681

FILING DATE: 07/27/2004
ISSUE DATE: 05/23/2006

MARK: WORLDCITY VOIP
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76604133
REGISTRATION NUMBER: 3094682

FILING DATE: 07/27/2004
ISSUE DATE: 05/23/2006

MARK: WORLDCITY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

TONYA LEE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

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01-12-2007

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FORM PTO-1004 (Modified)
(Rev. 07/05)
OMB No. 0651-0027 (exp. 03/30/2008)
TMOG/REV04



Docket No.:
T959316

TRADEMARK 103361147 ET S ONLY

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) Association
 General Partnership Limited Partnership
 Corporation-State: _____
 Other _____

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 Merger
 Security Agreement Change of Name
 Other _____



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: ssm.ierullo@gowling.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 319.00
 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: Salvatore Ierullo
Name of Person Signing: Salvatore Ierullo

Date: January 3, 2007
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 22316-1450