

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF COMMERCE		06/04/2008	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	GLOBALIVE COMMUNICATIONS CORP.
<b>Street Address:</b>	6th Floor, 60 Adelaide Street East
<b>City:</b>	Toronto M5C3E4
<b>State/Country:</b>	CANADA
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	77017561	HOME COUNTRY DIRECT
Serial Number:	76474628	GLOBALIVE
Registration Number:	2578929	FREEFONE

**CORRESPONDENCE DATA**

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

<b>ATTORNEY DOCKET NUMBER:</b>	447491-00008
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**DOMESTIC REPRESENTATIVE**

Name: Dorsey & Whitney LLP

OP \$90.00 77017561

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: 16**

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**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

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**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 C. Johnston*

Title: *Authorized Signatory*

  
Name: *Erin Clarke*

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:

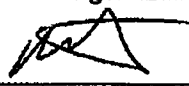
\_\_\_\_\_  
Name:  
Title:


\_\_\_\_\_  
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**

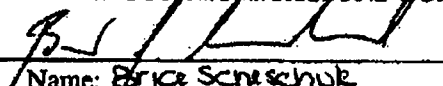
Per:

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

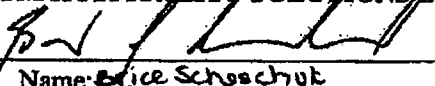
  
\_\_\_\_\_  
Name: **Bill Veale**  
Title: **Associate Vice President  
National Accounts**

I/We have authority to bind the Bank.

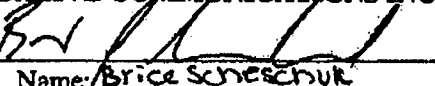
**GLOBALIVE COMMUNICATIONS CORP.**

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),  
FREEPHONE 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.**

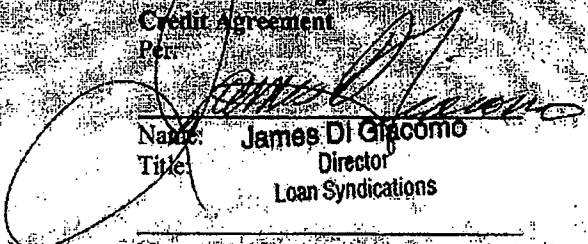
By: \_\_\_\_\_  
Name:  
Title:

**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:

(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

JANUARY 19, 2007

PTAS



\*103361146A\*

GOWLING LAFLEUR HENDERSON LLP  
SUITE 1600, FIRST CANADIAN PLACE  
100 KING STREET WEST  
TORONTO, ONTARIO M5X 1G5

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: 003464/0067  
NUMBER OF PAGES: 37

BRIEF: SECURITY AGREEMENT

ASSIGNOR:  
GLOBALIVE COMMUNICATIONS CORP.

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

ASSIGNEE:  
CANADIAN IMPERIAL BANK OF COMMERCE  
595 BAY STREET, 5TH FLOOR  
TORONTO, ONTARIO, CANADA M5G 2C2

CITIZENSHIP: CANADA  
ENTITY: CORPORATION

APPLICATION NUMBER: 77017561  
REGISTRATION NUMBER:

FILING DATE: 10/10/2006  
ISSUE DATE:

MARK: HOME COUNTRY DIRECT

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



003464/0067 PAGE 2

APPLICATION NUMBER: 76474628  
REGISTRATION NUMBER:

FILING DATE: 12/11/2002  
ISSUE DATE:

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

APPLICATION NUMBER: 75133153  
REGISTRATION NUMBER: 2578929

FILING DATE: 07/12/1996  
ISSUE DATE: 06/11/2002

MARK: FREEFONE  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

ALLYSON PURNELL, EXAMINER  
ASSIGNMENT SERVICES BRANCH.  
PUBLIC RECORDS DIVISION

1-9-07

01-12-2007

8

FORM PTO-1594 (Modified)  
(Rev. 07/06)  
OMB No. 0951-0027 (exp. 03/02/08)  
TMO5/REV04



Docket No.:  
T959316

**TRADEMA 103361146 ; 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):  
**Globalive Communications Corp.**

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: 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 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)  
77017561; and 76474628

B. Trademark / Service Mark Registration No.(s)  
2578929

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: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00  
 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

Date: January 5, 2007  
Date of Filing

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