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

80.8.07

1. Name of conveying party(ies):
CANADIAN IMPERIAL BANK OF COMMERCE

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: ONTARIO, CANADA
 Other _____

Citizenship (see guidelines) CANADIAN

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: ATX NETWORKS INC.
 Internal
 Address: SUITE 1
 Street Address: 501 CLEMENTS ROAD W.
 City: AJAX
 State: ONTARIO
 Country: CANADA Zip: L1S 7H4

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)

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

Execution Date(s) AUGUST 14, 2008

Assignment Merger
 Security Agreement Change of Name
 Other RELEASE AND DISCHARGE AGREEMENT

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

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE

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: JULIAN L. DOYLE
 Internal Address: BEARD WINTER LLP
SUITE 701
 Street Address: 130 ADELAIDE ST. W.
 City: TORONTO
 State: ONTARIO Zip: M5H 2K4
 Phone Number: (416) 307-1771
 Fax Number: (416) 593-7760
 Email Address: jdoyle@beardwinter.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 to deposit account
 Enclosed

8. Payment Information:

10/08/2008 DBYRNE 00000048 2871391
 Deposit Account Number _____ 40.00 OP
 Authorized User Name _____ 175.00 OP

9. Signature: _____ SEPTEMBER 19, 2008 _____
 Signature Date
JULIAN L. DOYLE
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

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

4.

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

RELEASE AND DISCHARGE AGREEMENT

TO: Novanet Communications Limited, ATX Holdings Inc., ATX Networks Inc. and ATX Networks Ltd. (collectively, the "Releasees")

AND TO: ATX Incorporated

RE: Second amended and restated credit agreement dated as of the 31st day of December, 2005 among ATX Incorporated, as borrower (collectively and together with its successors and assigns, being "ATX") and CIBC (the "**Restated Credit Agreement**") as amended by amendment no. 1 to the Restated Credit Agreement dated as of March 24, 2006 among ATX and CIBC ("**Amendment No. 1**"), amendment no. 2 to the Restated Credit Agreement dated as of July 12, 2006 among ATX and CIBC ("**Amendment No. 2**"), amendment no. 3 to the Restated Credit Agreement dated as of March 26, 2007 among ATX and CIBC ("**Amendment No. 3**"), amendment no. 4 to the Restated Credit Agreement dated as of August 3, 2007 among ATX and CIBC ("**Amendment No. 4**"), amendment no. 5 to the Restated Credit Agreement dated as of November 27, 2007 among ATX and CIBC ("**Amendment No. 5**") and amendment no. 6 to the Restated Credit Agreement dated as of February 29, 2008 among ATX and CIBC ("**Amendment No. 6**") (the Restated Credit Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6 are collectively referred to herein as the "**Credit Agreement**").

DATE: As of August 14, 2008

1. CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as agent and lender under the Credit Agreement ("**CIBC**"), hereby releases and discharges each of the Releasees and ATX from all covenants, agreements, obligations and liabilities arising under or related to:

- (i) the Loan Documents (as such term is defined in the Credit Agreement) entered into pursuant to the Credit Agreement by each of the Releasees including, without limitation, the Loan Documents set out in Schedule "A" (collectively, the "**Releasee Loan Documents**");
- (ii) the Loan Documents (as such term is defined in the Credit Agreement) entered into pursuant to the Credit Agreement by ATX as set out in Schedule "A" (collectively, the "**ATX Inc. Loan Documents**") (the Releasee Loan Documents and the ATX Inc. Loan Documents being, collectively, the "**Released Loan Documents**"); and
- (iii) any mortgages, charges, security interests, assignments, transfers, pledges, liens, hypothecs or encumbrances (collectively, a "**Charge**") created, constituted, issued, granted, pledged, made or otherwise entered into (collectively, "**Created**") by each of the Releasees and ATX in favour of CIBC pursuant to the Released Loan Documents (the "**Released Security**").

2. Notwithstanding any other provision in this Release Agreement:

TRADEMARK

REEL: 003868 FRAME: 0419

- (a) any and all Charges now or hereafter Created in favour of CIBC in respect of the assets, property or undertakings of Larcan Inc., Larcan USA Inc., each subsidiary of Larcan Inc. and each subsidiary of Larcan USA Inc. (collectively and together with their successors and assigns, being "**Larcan Entities**") and any and all other present or future Charges Created in favour of Canadian Imperial Bank of Commerce in respect of the assets, property or undertakings of any Larcan Entity and any and all guarantees now or hereafter issued by any Larcan Entity in favour of Canadian Imperial Bank of Commerce in respect of indebtedness, liabilities or obligations owing by or as may be owing by any Larcan Entity to Canadian Imperial Bank of Commerce, including, without limitation, the Charges Created by the agreements, documents and instruments set out in Schedule "B" under the headings Larcan Inc. and Larcan USA Inc. (collectively, the "**Continuing Larcan Documents**"), will continue to be Created as general and continuing security and guarantees for the due payment of all present and future indebtedness, liabilities and obligations of any and all Larcan Entities to Canadian Imperial Bank of Commerce; and
- (b) any and all Charges now or hereafter Created in favour of CIBC in respect of the assets, property or undertakings of ATX and any and all other present or future Charges Created in favour of Canadian Imperial Bank of Commerce in respect of the assets, property or undertakings of ATX and any and all guarantees now or hereafter issued by ATX in favour of Canadian Imperial Bank of Commerce in respect of indebtedness, liabilities or obligations owing by or as may be owing by any Larcan Entity to Canadian Imperial Bank of Commerce, including, without limitation, the Charges Created by the agreements, documents and instruments set out in Schedule "B" under the heading ATX (collectively, the "**Continuing ATX Documents**") (the Continuing ATX Documents and the Continuing Larcan Documents being, collectively, the "**Retained Documents**"), will continue to be Created as general and continuing security and guarantees for the due payment of all present and future indebtedness, liabilities and obligations of ATX under and pursuant to its guarantees to CIBC and Canadian Imperial Bank of Commerce in support of the indebtedness, liabilities and obligations of any and all Larcan Entities to Canadian Imperial Bank of Commerce.

3. Each of the undersigned hereby acknowledges, confirms and agrees that each of the Retained Documents:

- (a) is and continues to be in full force and effect as general and continuing security over all of the assets, property and undertakings expressed therein to be subject thereto, whether now or in the future owned or acquired by any of the Larcan Entities or ATX, as applicable; and
- (b) secures all of the present and future indebtedness, liabilities and obligations of the Larcan Entities and ATX, as applicable, as expressed therein to be secured thereby, in support of a credit agreement dated as of August 14, 2008 between Larcan Inc., as borrower, and Canadian Imperial Bank of Commerce, as lender.

4. CIBC shall prepare, execute and file, or cause its local agents to prepare, execute and file, for and on behalf of CIBC, financing change statements (or the equivalent thereof) and such other appropriate releases and discharges of security (in each case at the Borrower's expense) in

each of the Provinces of Canada and in each State of the United States of America as may be required to effect the releases and discharges referred to herein.

5. The provisions of this Release Agreement shall be binding upon each of the parties hereto and each of their successors and assigns.

6. This Release Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Delivery of this Release Agreement by facsimile or pdf transmission constitutes valid and effective delivery.

7. This Release Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

DATED as of the 14th day of August, 2008.

**CANADIAN IMPERIAL BANK OF
COMMERCE**, as agent and as lender

Per: 

Name: Mark Cumbo

Title: Authorized Signatory

I have authority to bind the Bank

NOVANET COMMUNICATIONS LIMITED

Per: _____
Name: Joseph J. Uyede
Title: President & C.E.O.

I have authority to bind the Corporation

ATX HOLDINGS INC.

Per: _____
Name: Patrick S. Leung
Title: Secretary

I have authority to bind the Corporation

ATX INCORPORATED

Per: _____
Name: Patrick S. Leung
Title: Chief Financial Officer

I have authority to bind the Corporation

LARCAN INC.

Per: _____
Name: Patrick S. Leung
Title: Secretary

I have authority to bind the Corporation

LARCAN USA INC.

Per: _____
Name: Patrick S. Leung
Title: Secretary

I have authority to bind the Corporation

ATX NETWORKS INC.

Per: _____
Name: Patrick S. Leung
Title: Secretary

I have authority to bind the Corporation

ATX NETWORKS LTD.

Per: _____
Name: Patrick S. Leung
Title: Secretary

I have the authority to bind the Corporation

SCHEDULE A

LOAN DOCUMENTS BEING RELEASED

I ATX Incorporated (previously ATX Telecom Inc.)

A. ATX Incorporated

1. security agreement dated as of January 2, 2001;
2. general assignment of accounts dated as of January 2, 2001;
3. intellectual property security agreement dated as of January 2, 2001;
4. assignment of material contracts dated as of January 2, 2001;
5. share pledge agreement dated as of January 2, 2001 re: all shares legally and beneficially owned in PCI (as defined below) and B&L (as defined below);
6. share pledge agreement dated as of February 1, 2001 re: all shares legally and beneficially owned in ATX Realty (as defined below);
7. assignment of insurance dated as of April 29, 2002;
8. (a) agreement re: life insurance assigned to the bank dated as of April 29, 2002 in respect of a life insurance policy (Policy No. 3533-183 issued by The Canada Life Assurance Company on the life of Mark Beggs in the amount of \$1,000,000 (the "Beggs Policy") and, (b) an assignment of life insurance dated as of April 29, 2002 in respect of the Beggs Policy;
9. (a) agreement re: life insurance assigned to the bank dated as of April 29, 2002 in respect of a life insurance policy (Policy No. 79995906 issued by Sun Life Assurance Company of Canada on the life of Ken Wildgoose in the amount of \$1,000,000 (the "Wildgoose Policy") and, (b) an assignment of life insurance dated as of April 29, 2002 in respect of the Wildgoose Policy;
10. assignment of material contracts dated as of March 1, 2004;
11. share pledge agreement dated as of March 1, 2004 re: all shares legally and beneficially owned in ATX Services Inc., B&L and PCI;
12. share pledge agreement dated as of November 9, 2004 re: (i) all shares legally and beneficially owned in Novanet and ATX Systems, and (ii) an additional 1,400 common shares in the capital stock of PCI;
13. share pledge agreement dated as of April 29, 2005 re: an additional 600 common shares in the capital stock of PCI;
14. assignment of material contracts dated as of July 12, 2006;
15. assignment agreement re: intercorporate indebtedness executed by ATX (re: promissory note in the principal amount of \$9,000,000 dated as of January 1, 2006 issued by PCI in favour of ATX and accompanying security);

TRADEMARK

REEL: 003868 FRAME: 0423

16. share pledge agreement dated as of January 1, 2007 executed by ATX re: securities owned in ATX Systems and ATX Networks Inc.;
17. section 427 Bank Act security (granted by ATX Telecom Inc.) registered on December 10, 2003 as 01148738 and all documentation executed in connection therewith;
18. section 427 Bank Act security (granted by ATX Incorporated), comprising: (a) a notice of intention to borrow dated April 21, 2004 and registered on April 22, 2004 as 01156762, (b) an assignment dated April 23, 2004; (c) an application for credit and promise to give security dated April 23, 2004 and (d) a contract relative to section 427 security dated April 23, 2004;
19. section 427 Bank Act security (granted by ATX Incorporated) registered on March 21, 2007 as 01209211 and all documentation executed in connection therewith;

B. ATX Realty Inc. (“ATX Realty”) (predecessor of ATX Incorporated, the continuing corporation resulting from the amalgamation of ATX Incorporated and ATX Realty Inc.)

20. unlimited guarantee and postponement of claim dated as of January 2, 2001 in respect of the indebtedness of ATX to CIBC;
21. security agreement dated as of January 2, 2001;
22. general assignment of accounts dated as of January 2, 2001;
23. assignment of insurance dated as of January 2, 2001;
24. an acknowledgment and direction dated May 30, 2006 made by ATX Realty in favour of Beard Winter LLP (“BW”) authorizing BW to electronically register against the property municipally known as 228 Ambassador Drive, Mississauga, Ontario (the “Property”) a Charge/Mortgage of Land in the principal amount of \$3,000,000 in favour of the Lender;
25. an acknowledgment and direction dated May 30, 2006 made by ATX Realty in favour of BW authorizing BW to electronically register against the Property a General Assignment of Rents in favour of the Lender;

II ATX Holdings Inc. (“ATX Holdings”)

26. unlimited guarantee and postponement of claim dated as of January 2, 2001 in respect of the indebtedness of ATX to CIBC;
27. security agreement dated as of January 2, 2001;
28. general assignment of accounts dated as of January 2, 2001;
29. assignment of insurance dated as of January 2, 2001;
30. share pledge agreement dated as of January 2, 2001 re: all shares legally and beneficially owned in Protex Weatherproofing Inc.;
31. share pledge agreement dated as of March 1, 2004 re: all shares legally and beneficially owned in Pacific Engineering Ltd.;

32. share pledge agreement dated as of December 31, 2005 re: all shares legally and beneficially owned in Quality RF Services, Inc. (now ATX Networks Ltd.);
33. assignment of material contracts dated as of January 1, 2007 re: Scrimshire Purchase and Sale Agreement;
34. share pledge agreement dated as of January 1, 2007 executed by ATX Holdings re: securities owned in ATX Networks Ltd.;

III Novanet Communications Limited (previously ATX Systems Limited)

A. Novanet Communications Limited

35. amalgamation confirmation of security agreement dated as of January 1, 2007 executed by ATX, ATX Systems Limited (now Novanet Communications Limited), ATX Networks Inc. and CIBC, but only as it relates to ATX Systems Limited (now Novanet Communications Limited) and ATX Networks Inc.;

B. Novanet Communications Limited (“Novanet”) (predecessor of Novanet Communications Limited (formerly ATX Systems Limited), the continuing corporation resulting from the amalgamation of Novanet Communications Limited, M.S.C. Electronics Limited and ATX Systems Inc.)

36. unlimited guarantee and postponement of claim dated as of November 9, 2004 in respect of the indebtedness of ATX to CIBC;
37. security agreement dated as of November 9, 2004;
38. general assignment of accounts dated as of November 9, 2004;
39. assignment of insurance dated as of November 9, 2004;
40. intellectual property security agreement dated as of November 9, 2004;
41. share pledge agreement dated as of February 23, 2005 re: all shares legally and beneficially owned in MSC (as defined below);
42. assignment of material contracts dated as of February 23, 2005;

C. ATX Systems Inc. (“ATX Systems”) (predecessor of Novanet Communications Limited (formerly ATX Systems Limited), the continuing corporation resulting from the amalgamation of Novanet Communications Limited, M.S.C. Electronics Limited and ATX Systems Inc.)

43. unlimited guarantee and postponement of claim dated as of November 9, 2004 in respect of the indebtedness of ATX to CIBC;
44. security agreement dated as of November 9, 2004;

D. M.S.C. Electronics Limited (“MSC”) (predecessor of Novanet Communications Limited (formerly ATX Systems Limited), the continuing corporation resulting from the amalgamation of Novanet Communications Limited, M.S.C. Electronics Limited and ATX Systems Inc.)

45. unlimited guarantee and postponement of claim dated as of February 23, 2005 in favour of CIBC in respect of the indebtedness of ATX to CIBC;
46. security agreement dated as of February 23, 2005;
47. general assignment of accounts dated as of February 23, 2005;
48. assignment of insurance dated as of February 23, 2005;
49. assignment of material contracts dated as of February 23, 2005;

IV Larcan Inc.

50. unlimited guarantee dated as of July 12, 2006 in respect of the indebtedness of ATX to CIBC;

V Larcan USA Inc.

51. unlimited guarantee dated as of July 12, 2006 in respect of the indebtedness of ATX to CIBC;

VI ATX Networks Inc.

A. ATX Networks Inc.

52. assignment of material contracts dated as of January 1, 2007 re: Cable-Lock Purchase and Sale Agreement;
53. amalgamation confirmation of security agreement dated as of January 1, 2007 executed by ATX, ATX Systems Limited (now Novanet Communications Limited), ATX Networks Inc. and CIBC, but only as it relates to ATX Systems Limited (now Novanet Communications Limited) and ATX Networks Inc.;
54. share pledge agreement dated as of January 1, 2007 re: securities owned in ATX Holdings;

B. PCI Technologies Inc. ("PCI") (predecessor of ATX Networks Inc., the continuing corporation resulting from the amalgamation of PCI Technologies Inc. and B & L Coaxial Connections Limited ("B&L"))

55. unlimited guarantee and postponement of claim dated as of January 2, 2001 in respect of the indebtedness of the Borrower to CIBC;
56. security agreement dated as of January 2, 2001;
57. general assignment of accounts dated as of January 2, 2001;
58. assignment of insurance dated as of January 2, 2001;
59. intellectual property security agreement dated as of January 2, 2001
60. share pledge agreement dated as of January 2, 2001 re: all shares legally and beneficially owned in ATX Holdings;
61. assignment of intercorporate indebtedness dated as of March 1, 2004;

62. share pledge agreement dated as of November 9, 2004 re: an additional 1,500 common shares in the capital stock of ATX Holdings;
63. share pledge agreement dated as of April 29, 2005 re: an additional 600 common shares in the capital stock of ATX Holdings;
- C. **B & L Coaxial Connections Limited (“B&L”) (predecessor of ATX Networks Inc., the continuing corporation resulting from the amalgamation of PCI Technologies Inc. and B & L Coaxial Connections Limited)**
64. unlimited guarantee and postponement of claim dated as of January 2, 2001 in respect of the indebtedness of the Borrower to CIBC;
65. security agreement dated as of January 2, 2001;
66. general assignment of accounts dated as of January 2, 2001;
67. assignment of insurance dated as of January 2, 2001;
- VII **Quality RF Services, Inc. (now ATX Networks Ltd.)**
68. unlimited guarantee and postponement of claim dated as of January 2, 2001 in respect of the indebtedness of the Borrower to CIBC;
69. security agreement dated as of January 2, 2001;
70. general assignment of accounts dated as of January 2, 2001; and
71. assignment of insurance dated as of January 2, 2001.

SCHEDULE B**LOAN DOCUMENTS BEING RETAINED****I ATX Incorporated (previously ATX Telecom Inc.)**

1. share pledge agreement executed by ATX re: securities owned in Larcan (as defined below) dated as of July 12, 2006;
2. stock power of attorney executed by ATX re: securities owned in Larcan;
3. amalgamation confirmation of security agreement dated as of January 1, 2007 executed by ATX, ATX Systems Limited (now Novanet Communications Limited), ATX Networks Inc. and CIBC, but only as it relates to ATX;

II Larcan Inc. ("Larcan")

4. general security agreement dated as of July 12, 2006;
5. general assignment of accounts receivable dated as of July 12, 2006;
6. assignment of insurance dated as of July 12, 2006;
7. intellectual property security agreement dated as of July 12, 2006;
8. share pledge agreement executed by Larcan re: securities owned in Larcan U.S. (as defined below) dated as of July 12, 2006;
9. stock power of attorney executed by Larcan re: securities owned in Larcan U.S.;

III Larcan USA Inc. ("Larcan U.S.")

10. general security agreement dated as of July 12, 2006;
11. general assignment of accounts receivable dated as of July 12, 2006;
12. assignment of insurance dated as of July 12, 2006; and
13. intellectual property security agreement dated as of July 12, 2006.

TOR_LAW\69323484