

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATX Networks Corporation		08/15/2008	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce
Street Address:	161 Bay Street
Internal Address:	8th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2S8
Entity Type:	CORPORATION: ONTARIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2871391	MAXNET
Registration Number:	2729700	MAXAMP
Registration Number:	2802273	PCI TECHNOLOGIES INC. DIGIMAX
Registration Number:	2819188	COMPRESSOR CONNECTORS
Registration Number:	2824663	SCN-MANAGER
Registration Number:	2931309	MDU SOLUTIONS
Registration Number:	2869134	PCI FILTERS
Registration Number:	2961934	PCI TECHNOLOGIES INC. "INNOVATIVE SOLUTIONS FOR INFORMATION NETWORKS" MEMBER ATX GROUP
Registration Number:	3500527	Q-SERIES
Serial Number:	77003061	ATX
Serial Number:	77003108	ATX

CORRESPONDENCE DATA

CH \$290.00 2871391

Fax Number: (602)445-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 602-445-8000
Email: laipmail@gtlaw.com
Correspondent Name: Greenberg Traurig
Address Line 1: 2375 E. Camelback Road, Ste 700
Address Line 4: Phoenix, ARIZONA 85016

ATTORNEY DOCKET NUMBER:

008960-021900 TM ASGN

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Frank G. Long

Signature:

/frank g. long/

Date:

11/11/2008

Total Attachments: 30

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT effective as of August 15, 2008 is made by **ATX NETWORKS CORP.**, a corporation incorporated under the laws of Canada, (together with its successors (by way of amalgamation or otherwise) and permitted assigns, the "**Grantor**") and located at 501 Clement Road West, Suite 1, Ajax, Ontario L1S 7H4 in favour of **CANADIAN IMPERIAL BANK OF COMMERCE** and located at 161 Bay Street, 8th Floor, Toronto, Ontario M5J 2S8, in its capacity as sole Lead Arranger, Bookrunner and Administrative Agent under the Loan Documents, acting for and on behalf of itself and the Lenders (as defined below) (together with its successors and assigns, the "**Administrative Agent**").

WHEREAS the Grantor has executed and delivered to the Administrative Agent a general security agreement dated as of August 15, 2008 (as amended, restated, supplemented, modified or replaced from time to time, the "**Security Agreement**") as continuing collateral security for all indebtedness, liabilities and obligations of the Grantor to the Lender under the Credit Agreement and all other Secured Obligations;

AND WHEREAS as general and continuing collateral security for the payment and fulfillment of the Secured Obligations, the Grantor has agreed, *inter alia*, to grant, charge and pledge to the Administrative Agent, for and on behalf of and for the benefit of itself and the Lenders, a security interest in the Intellectual Property (as defined below).

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Grantor, the Grantor agrees and covenants with the Administrative Agent and the Lenders, as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Security Agreement.
2. **Grant of Security Interest.** As general and continuing collateral security for the due payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for and on behalf of and for the benefit of itself and the Lenders, a security interest in all of the Grantor's Intellectual Property including, without limitation, the following:
 - (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter acquired or held including, without limitation, those set forth in Schedule "A" attached hereto (collectively, the "**Copyrights**");
 - (b) Any and all confidential, proprietary, and/or trade secret information now or hereafter acquired or held, including without limitation, plans, data, prototypes, manuals, documents, technical information, non-public information regarding patents, or patentable subject matter, research results, and strategies and tactics for researching;
 - (c) Any and all property rights in all computer programs and databases and portions of each of the foregoing owned by the Grantor, in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored from time to time, including any copyright in such Software, including, without limitation, any such copyright set forth on Schedule "A" attached hereto, and both the object code and the source code versions of each such program and portions thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof

together with both the media upon or in which such programs, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto;

- (d) Any and all right, title, and interest to patents, patent applications, and including, without limitation, the patents and patent applications listed in Schedule "B" attached hereto, and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part thereof, such rights including, without limitation, any and all priority rights deriving therefrom, and any and all right, title, and interest to the inventions described in the patents or patent applications listed in Schedule "B" attached hereto (collectively, the "**Patents**");
- (e) Any and all trademark and service mark rights, slogans, trade dress, tradenames and internet domain names, registered or not, applications to register and registrations of the same and like protections (excluding any intent to use filings) now or hereafter acquired or held, and the entire goodwill of the business of the Grantor associated therewith including, without limitation, those listed in Schedule "C" attached hereto (collectively the "**Trademarks**");
- (f) Any and all industrial design rights now or hereafter acquired or held including, without limitation, the registrations and applications listed in Schedule "B" attached hereto (collectively, the "**Designs**");
- (g) All licenses or other rights to use any of the Copyrights, Patents, software, Designs, Trademarks, trade secrets, and all license fees and royalties due and/or payable to the Grantor arising from such use, to the extent permitted by such license or rights;
- (h) Any and all claims for damages or compensation for past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property identified above;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Designs; and
- (j) All proceeds from disposition of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. **Limitation on Grant of Security; Exception Regarding Last Day.** If the grant of any Security Interest in any Intellectual Property under Section 2 would result in the termination or breach of the governing agreement relating to such Intellectual Property, then the applicable Intellectual Property will not be subject to any Security Interest under Section 2 but will be held in trust by the Grantor for the benefit of the Secured Parties. The last day of the term of each license granted to the Grantor pursuant to any license agreement shall be excepted from this Agreement and shall not form part of the Intellectual Property. The Grantor shall stand possessed of that day in trust to assign and dispose of it as the Administrative Agent directs.

4. **License Agreements.** The Security Interest granted hereunder shall not extend or apply to any right, title or interest of the Grantor under any present or future license agreements pursuant to which the Grantor is a licensee, to the extent such license agreements prohibit such a Security Interest from being granted without the consent or approval of another person as specified in such agreement and the Security Interest or assignment granted hereunder shall only apply upon such consent or approval being obtained, but the Grantor shall hold its interest therein in trust for the benefit of the Secured Parties and shall grant a Security Interest to the Administrative Agent, for and on behalf and for the benefit of itself and the Lenders, forthwith upon obtaining the consent of the other party thereto.
5. **Additional Security.** The security in respect of the Intellectual Property provided for hereunder is in addition to and not in substitution for any other security now or hereafter held by the Administrative Agent or any Lender in relation to the Secured Obligations.
6. **Authorization and Request.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the Security Interest of the Administrative Agent, for and on behalf and for the benefit of itself and the Lenders, in the Intellectual Property with a register (a "Register") maintained under the legislative or regulatory authority of a nation, country, state, municipality or other political subdivision, or with a register maintained by an authority established pursuant to a treaty (for example, the European Patent Convention), wherein the purpose of the register is to maintain records of documents received by the authority and relating to Intellectual Property registrations or applications for Intellectual Property registration. The Grantor authorizes and requests that the Register record this Agreement.
7. **Registration of Agreement.** The Grantor hereby acknowledges that the Administrative Agent may register a copy of this Agreement or notice thereof. The Grantor shall cooperate with and assist the Administrative Agent, as reasonably requested by the Administrative Agent, with respect to any registrations or notice registrations of or relating to this Agreement which the Administrative Agent deems appropriate.
8. **Administrative Agent and Lenders.** The Grantor hereby acknowledges that the Administrative Agent acts for itself and on behalf of each of the Lenders as administrative agent in connection with the Credit Agreement and the assignments, transfers, pledges, hypothecations and other security interests granted in favour of the Administrative Agent and the Lenders hereunder are and shall be held by the Administrative Agent for the benefit of itself and the Lenders.
9. **Amendments.** This Agreement may not be amended unless the prior written consent of the Administrative Agent has been obtained.
10. **Electronic Transmission.** This Agreement, to the extent signed and delivered by means of electronic transmission (including facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof personally delivered.
11. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and will be treated, in all respects, as an Ontario contract. The Grantor submits and attorns to the non-exclusive jurisdiction of the courts of Ontario. To the extent permitted by Applicable Law, the Grantor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in courts of such Province.

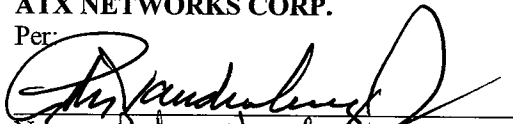
12. **Incorporation by Reference; Conflict.** The Security Interests created pursuant to this Agreement have been granted in conjunction with the Security Interests granted by the Grantor to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the Security Interests created pursuant to this Agreement are without prejudice to, and are in addition to, those rights and remedies set forth in the Security Agreement. All of the Administrative Agent's rights and remedies with respect to the Intellectual Property shall be cumulative. All terms and provisions of the Security Agreement as they relate to the Intellectual Property are herein incorporated by reference. In the event that there is any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Security Agreement, then the provisions of the Security Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency.

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IN WITNESS WHEREOF the Grantor has executed this Agreement as of the day and year first written above.

ATX NETWORKS CORP.

Per:



Name: Peter Vandenberg Jr.
Title: Chairman

IP Security Agreement

TRADEMARK
REEL: 003886 FRAME: 0292

SCHEDULE "A"

COPYRIGHTS

COPYRIGHT	REGISTRATION NO.	STATUS	
	<u>Canada</u>		
Innovative Solutions for Information Networks	454778	Registered	
Filters, Signal Generators, Splitting/Combining Networks Catalog #0498	471431	Registered	
PCI Technologies Inc. Catalog #0500	489958	Registered	
ATX Incorporated Website	1,047,289	Registered	April 17, 2007
ATX Networks Website	1,031,102	Registered	July 8, 2005
	<u>US</u>		
PCI Technologies Inc. Catalog #0500	TX 5-468-528	Registered	May 4, 2007

SCHEDULE "B"
PATENTS & DESIGNS

Canadian Patents

TITLE	REGISTRATION NO.	STATUS	
Drop Amplifier with Multiple Tiers	CA2404839	Pending	Filed September 24, 2002
RF Detection and Switching System and Method	CA2404840	Pending	Filed September 24, 2002
RF Circuit Modules and Integrated Chassis with Power Interface for RF Circuit Modules	CA2404844	Pending	Filed September 24, 2002
Electrical Connector with Non-Blind Conductor Entry	CA2470040	Pending	Filed June 4, 2004
Signal Management System	CA2481668	Pending	Filed September 15, 2004

United States Patents

Drop Amplifier with Multiple Tiers	6,781,457	Issued	August 24, 2004
RF Detection and Switching System and Method	7,043,236	Issued	May 9, 2006
RF Circuit Modules and Integrated Chassis with Power Interface for RF Circuit Modules	6,842,348	Issued	January 11, 2005
Signal Management System	7,142,414	Issued	November 28, 2006
Electrical Connector with non-blind conductor entry	7,025,630	Issued	April 11, 2006
Power Converter System	7,109,603	Issued	Sept. 19, 2006
Digital Telephone Switch	20060239435	Pending	October 26, 2006

SCHEDULE "C"

TRADEMARKS

Canadian Trademarks

TRADEMARK	REGISTRATION/ APPLICATION NO.	STATUS	
DIGIMAX	TMA550820	Registered	September 14, 2001
DIGIPOINT	TMA547985	Registered	July 11, 2001
MAXAMP	TMA556778	Registered	January 23, 2002
INNOVATIVE PRODUCTS FOR BROADBAND NETWORKS	TMA557399	Registered	February 5, 2002
DIGIPOWER	TMA571457	Registered	November 29, 2002
PCI FILTERS & Design	TMA584713	Registered	July 8, 2003
PCI OPTIX & Design	TMA592819	Registered	October 22, 2003
SCN-MANAGER & Design	TMA611887	Registered	June 2, 2004
LINX	TMA643244	Registered	June 29, 2005
MAXNET	TMA688842	Registered	June 1, 2007
DIGIVU & Design	TMA711361	Registered	April 8, 2008
Q-SERIES & Design	TMA707658	Registered	Feb 18, 2008
FIBERLINX & Design	1319486	Pending	Advertised June 25, 2008
HFC ENHANCE & Design	1327606	Pending	Advertised June 25, 2008
ATX	TMA714888	Registered	May 22, 2008
ATX & Design	TMA714889	Registered	May 22, 2008
ATX & Design	TMA588403	Registered	August 28, 2003

United States Trade Marks

MAXNET	2871391	Registered	August 10, 2004
MAXAMP	2729700	Registered	June 24, 2003
DIGIMAX & Design	2802273	Registered	January 6, 2004
COMPRESSOR CONNECTORS & Design	2819188	Registered	March 2, 2004
SCN-MANAGER & Design	2824663	Registered	March 23, 2004
MDU SOLUTIONS & Design	2931309	Registered	March 8, 2005
PCI FILTERS & Design	2869134	Registered	August 3, 2004
PCI INNOVATIVE SOLUTIONS FOR INFORMATION NETWORKS & Design	2961934	Registered	June 14, 2005
Q-SERIES	76675212	Pending	Published July 1, 2008
ATX	77003061	Pending	Filed September 20, 2006
ATX	77003108	Pending	Filed September 20, 2006

European Trademarks

ATX	CTM 005 353 735	Registered	May 15, 2008
ATX & Design	CTM 005 353 727	Registered	May 5, 2008

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT effective as of August 15, 2008 is made by **ATX NETWORKS CORP.**, a corporation incorporated under the laws of Canada, (together with its successors (by way of amalgamation or otherwise) and permitted assigns, the "**Grantor**") and located at 501 Clement Road West, Suite 1, Ajax, Ontario L1S 7H4 in favour of **CANADIAN IMPERIAL BANK OF COMMERCE** and located at 161 Bay Street, 8th Floor, Toronto, Ontario M5J 2S8, in its capacity as sole Lead Arranger, Bookrunner and Administrative Agent under the Loan Documents, acting for and on behalf of itself and the Lenders (as defined below) (together with its successors and assigns, the "**Administrative Agent**").

WHEREAS the Grantor has executed and delivered to the Administrative Agent a general security agreement dated as of August 15, 2008 (as amended, restated, supplemented, modified or replaced from time to time, the "**Security Agreement**") as continuing collateral security for all indebtedness, liabilities and obligations of the Grantor to the Lender under the Credit Agreement and all other Secured Obligations;

AND WHEREAS as general and continuing collateral security for the payment, observance, performance and fulfillment of the Outstanding Obligations and as a condition precedent to any extension of credit under the Credit Agreement, the Grantor has agreed, *inter alia*, to grant, charge and pledge to the Administrative Agent, for and on behalf of and for the benefit of itself and the Lenders, a security interest in the Intellectual Property (as defined below).

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Grantor, the Grantor agrees and covenants with the Administrative Agent and the Lenders, as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Credit Agreement, Security Agreement or in Article 9 of the Uniform Commercial Code (the "UCC") as in effect from time to time in the State of Florida; provided that terms used herein which are defined in the UCC as in effect in the State of Florida as on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Administrative Agent may otherwise determine.
2. **Incorporation of the Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
3. **Grant of Security Interest.** As general and continuing collateral security for the due payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for and on behalf of and for the benefit of itself and the Lenders, a security interest, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of the Grantor's Intellectual Property including, without limitation, the following:
 - (a) Any and all interests in domestic and foreign copyrights, whether registered or not, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by Grantor (including, without limitation, all copyrights described in "Schedule A" hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any

IP Security Agreement

political subdivision thereof), and all reissues, derivative works, divisions, continuations, continuations in part and extensions, reversions, or renewals thereof (collectively, the "Copyrights");

- (b) Any and all licenses, contracts or other agreements, whether written or oral, naming Grantor as licensee or licensor and providing for the grant of any right covered by any copyright (the "Copyright Licenses" including, without limitation, all Copyright Licenses set forth in Schedule "A" hereto).
- (c) Any and all confidential, proprietary, and/or trade secret information now or hereafter acquired or held, including without limitation, plans, data, prototypes, manuals, documents, technical information, non-public information regarding patents, or patentable subject matter, research results, and strategies and tactics for researching (collectively, the "Trade Secrets");
- (d) Any and all property rights in all software systems, computer programs and databases and portions of each of the foregoing owned by the Grantor, in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored from time to time, including any copyright in the foregoing, including, without limitation, any such copyright set forth on Schedule "A" attached hereto, and both the object code and the source code versions of each such program and portions thereof, all databases, compilations, tool sets, compilers, higher level or "proprietary" languages, related documentation and materials, whether in source code, object code or human readable form, and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto (collectively, the "Software");
- (e) Any and all rights in all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, shop rights, moral rights, improvements, and other general intangibles of like nature, now existing or hereafter acquired (including, without limitation, all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how and formulae described in Schedule "B" hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, reexaminations, continuations in part and extensions or renewals thereof, and any and all priority rights deriving therefrom (collectively, the "Patents");
- (f) Any and all licenses, contracts or other agreements, whether written or oral, naming Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent (the "Patent Licenses" including, without limitation, all Patent Licenses set forth in Schedule "B" hereto).

- (g) Any and all industrial design rights now or hereafter acquired or held including, without limitation, the registrations and applications listed in Schedule "B" attached hereto (collectively, the "**Designs**");
- (h) Any and all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names or URL's, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used or intended to be used by Grantor (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, slogans, trade dress, logos, rights of publicity and other source or business identifiers described in Schedule "C" hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of Grantor relating to the distribution of products and services in connection with which any of such marks are used. (collectively the "**Trademarks**");
- (i) Any and all licenses, contracts or other agreements, whether written or oral, naming Grantor as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (the "**Trademark Licenses**," including, without limitation, all Trademark Licenses described in Schedule "C" hereto).
- (j) All licenses or other rights to use any of the Copyrights, Copyright Licenses, Patents, Patent Licenses, Software, Designs, Trademarks, Trademark Licenses, Trade Secrets, and other intellectual or intangible property rights and all license fees and royalties due and/or payable to the Grantor arising from such use, to the extent permitted by such license or rights (such licenses and the Copyright Licenses, the Patent Licenses, and the Trademark Licenses are hereinafter collectively referred to as the "**IP Licenses**"); the Copyrights, Patents, Software, Designs, Trademarks and Trade Secrets, are hereinafter collectively referred to as the "**Intellectual Property**");
- (k) Any and all claims for damages or compensation for past, present and future infringements or dilutions of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property identified above;
- (l) All amendments, extensions, renewals and extensions of any of the Intellectual Property or the IP Licenses; and
- (m) All proceeds from disposition of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

4. **Representations and Warranties.** Grantor represents and warrants, in addition to the representations and warranties in the Credit Agreement and Security Agreement that:

- (a) Except as disclosed in Schedule A: (i) the Software is not subject to any transfer, assignment, reversion, site, equipment, or other limitations; (ii) Grantor has maintained and protected the Software that it owns (the "Owned Software") (including all source code and system specifications) with appropriate proprietary notices, confidentiality and non disclosure agreements and such other measures as are necessary to protect the proprietary, trade secret or confidential information contained therein; (iii) the Owned Software has been registered or is eligible for protection and registration under applicable copyright law and has not been forfeited to the public domain; (iv) Grantor has developed the Owned Software through its own efforts and for its own account without the aid or use of any consultants, agents, independent contractors or Persons (other than Persons that are employees of Grantor); (v) any Owned Software includes the source code, system documentation, statements of principles of operation and schematics, as well as any pertinent commentary, explanation, program (including compilers), workbenches, tools, and higher level (or "proprietary") language used for the development, maintenance, implementation and use thereof, so that a trained computer programmer could develop, maintain, enhance, modify, support, compile and use all releases or separate versions of the same that are currently subject to maintenance obligations by Grantor; and (vi) there are no agreements or arrangements in effect with respect to the marketing, distribution, licensing or promotion of the Owned Software by any other Person.
- (b) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body, or any other Person, is required for (i) the grant by Grantor, or the perfection, of the security interest purported to be created hereby in the Intellectual Property and the IP Licenses or (ii) the exercise by the Administrative Agent of any of its rights and remedies hereunder, except for the filing under the Uniform Commercial Code as in effect in the applicable jurisdiction of the financing statements to be filed or which have been filed pursuant to the Security Agreement, or (B) with respect to the perfection of the security interest created hereby in the United States Intellectual Property, for the recording of the appropriate Assignment for Security, substantially in the form of Exhibit A hereto in the United States Patent and Trademark Office.

5. **Covenants as to Intellectual Property.** Prior to the Release Date, unless the Administrative Agent shall otherwise consent in writing:

- (a) If applicable, Grantor has duly executed and delivered the applicable Assignment for Security in the form attached hereto as Exhibit A. Grantor will cause to be taken all necessary steps in any proceeding before the United States Patent and Trademark Office and the United States Copyright Office or any similar office or agency in any other country or political subdivision thereof to maintain each registration of or application for the Intellectual Property (other than the Intellectual Property described in the proviso to the immediately preceding sentence), including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability, statements of use or extensions related thereto and opposition, interference and cancellation proceedings and payment of maintenance fees, filing fees, taxes or other governmental fees.

6. **Additional Provisions Concerning the Intellectual Property.** For the purpose of enabling the Administrative Agent to exercise rights and remedies hereunder, at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, Grantor hereby grants to the Administrative Agent, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, assign, license or sublicense any Intellectual Property now owned or hereafter acquired by Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof. Notwithstanding anything contained herein to the contrary, but subject to the provisions of the Credit Agreement that limit the right of Grantor to dispose of its property, so long as no Event of Default shall have occurred and be continuing, Grantor may exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property or the IP Licenses in the ordinary course of its business. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing, the Administrative Agent shall from time to time, upon the request of Grantor, execute and deliver any instruments, certificates or other documents, in the form so requested, which Grantor shall have certified are appropriate (in Grantor's judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to this Section 6 as to any Intellectual Property). Further, upon the Release Date, the Administrative Agent shall release and reassign to Grantor all of the Administrative Agent's right, title and interest in and to the Intellectual Property, and the IP Licenses, all without recourse, representation or warranty whatsoever and at Grantor's sole expense. The exercise of rights and remedies hereunder by the Administrative Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by Grantor in accordance with the second sentence of this Section 6. Grantor hereby releases the Administrative Agent from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Administrative Agent under the powers of attorney granted herein other than actions taken or omitted to be taken through the Administrative Agent's gross negligence or willful misconduct, as determined by a final determination of a court of competent jurisdiction. Anything herein to the contrary notwithstanding (i) Grantor shall remain liable under the IP Licenses and otherwise with respect to any of the Collateral to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Administrative Agent of any of its rights hereunder shall not release Grantor from any of its obligations under the IP Licenses or otherwise in respect of the Collateral, and (iii) the Administrative Agent shall not have any obligation or liability by reason of this Agreement under the IP Licenses or with respect to any of the other Collateral, nor shall the Administrative Agent be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.
7. **Restrictions on Action.** Grantor agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Intellectual Property or the IP Licenses.
8. **Remedies Upon Default.** In addition to any rights Administrative Agent may have pursuant to the Credit Agreement and Security Agreement with respect to the Collateral, if any Event of Default shall have occurred and be continuing, the Administrative Agent may (i) upon written notice to Grantor, direct Grantor to cease any use of the Intellectual Property or any Trademark, Patent or Copyright similar thereto for any purpose described in such notice; (ii) at any time and

from time to time, upon ten (10) days' prior notice to Grantor, license, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Intellectual Property, throughout the universe for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (iii) at any time, pursuant to the authority granted in Section 7 hereof (such authority being effective upon the occurrence of an Event of Default execute and deliver on behalf of Grantor, one or more instruments of assignment of the Intellectual Property or the IP Licenses (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

9. **Limitation on Grant of Security; Exception Regarding Last Day.** If the grant of any Security Interest in any Intellectual Property under Section 3 would result in the termination or breach of the governing agreement relating to such Intellectual Property or the IP Licenses, then the applicable Intellectual Property or IP License will not be subject to any Security Interest under Section 3 but will be held in trust by the Grantor for the benefit of the Secured Parties. The last day of the term of each license granted to the Grantor pursuant to any license agreement shall be excepted from this Agreement and shall not form part of the Intellectual Property or the IP Licenses. The Grantor shall stand possessed of that day in trust to assign and dispose of it as the Administrative Agent directs.
10. **Royalties.** Grantor hereby agrees that the use by the Administrative Agent of the Intellectual Property and IP Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under this Agreement or the Credit Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent or the other Lenders to Grantor.
11. **License Agreements.** The Security Interest granted hereunder shall not extend or apply to any right, title or interest of the Grantor under any present or future IP License agreements pursuant to which the Grantor is a licensee, to the extent such license agreements prohibit such a Security Interest from being granted without the consent or approval of another person as specified in such agreement and the Security Interest or assignment granted hereunder shall only apply upon such consent or approval being obtained, but the Grantor shall hold its interest therein in trust for the benefit of the Secured Parties and shall grant a Security Interest to the Administrative Agent, for and on behalf and for the benefit of itself and the Lenders, forthwith upon obtaining the consent of the other party thereto.
12. **Additional Security.** The security in respect of the Intellectual Property provided for hereunder is in addition to and not in substitution for any other security now or hereafter held by the Administrative Agent or any Lender in relation to the Secured Obligations.
13. **Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Intellectual Property and IP Licenses and shall terminate on the Release Date. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Administrative Agent shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Administrative Agent's security interest in the Intellectual Property and the IP Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Credit Agreement.

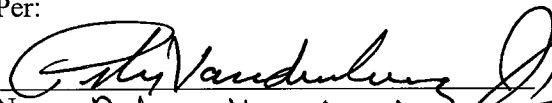
14. **Registration of Agreement.** The Grantor hereby acknowledges that the Administrative Agent may register a copy of this Agreement or notice thereof. The Grantor shall cooperate with and assist the Administrative Agent, as reasonably requested by the Administrative Agent, with respect to any registrations or notice registrations of or relating to this Agreement which the Administrative Agent deems appropriate.
15. **Administrative Agent and Lenders.** The Grantor hereby acknowledges that the Administrative Agent acts for itself and on behalf of each of the Lenders as administrative agent in connection with the Credit Agreement and the assignments, transfers, pledges, hypothecations and other security interests granted in favour of the Administrative Agent and the Lenders hereunder are and shall be held by the Administrative Agent for the benefit of itself and the Lenders.
16. **Amendments.** This Agreement may not be amended unless the prior written consent of the Administrative Agent has been obtained.
17. **Electronic Transmission.** This Agreement, to the extent signed and delivered by means of electronic transmission (including facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof personally delivered.
18. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of Florida applicable therein. The Grantor submits and attorns to the non-exclusive jurisdiction of the courts of Florida. To the extent permitted by Applicable Law, the Grantor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in courts of Florida.
19. **Incorporation by Reference; Conflict.** The Security Interests created pursuant to this Agreement have been granted in conjunction with the Security Interests granted by the Grantor to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the Security Interests created pursuant to this Agreement are without prejudice to, and are in addition to, those rights and remedies set forth in the Security Agreement. All of the Administrative Agent's rights and remedies with respect to the Intellectual Property shall be cumulative. All terms and provisions of the Security Agreement as they relate to the Intellectual Property are herein incorporated by reference. In the event that there is any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Security Agreement, then the provisions of the Security Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency.

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IN WITNESS WHEREOF the Grantor has executed this Agreement as of the day and year first written above.

ATX NETWORKS CORP.

Per:



Name: Peter Vandenberg Jr.

Title: Chairman

U.S. IP Security Agreement

TRADEMARK
REEL: 003886 FRAME: 0304

SCHEDULE "A"
COPYRIGHTS & COPYRIGHT LICENSES

Copyrights

COPYRIGHT	REGISTRATION No.	STATUS	
	<u>Canada</u>		
Innovative Solutions for Information Networks	454778	Registered	
Filters, Signal Generators, Splitting/Combining Networks Catalog #0498	471431	Registered	
PCI Technologies Inc. Catalog #0500	489958	Registered	
ATX Incorporated Website	1,047,289	Registered	April 17, 2007
ATX Networks Website	1,031,102	Registered	July 8, 2005
	<u>US</u>		
PCI Technologies Inc. Catalog #0500	TX 5-468-528	Registered	May 4, 2007

SCHEDULE "B"

PATENTS, PATENT LICENSES & DESIGNS

Canadian Patents

TITLE	REGISTRATION No.	STATUS	
Drop Amplifier with Multiple Tiers	CA2404839	Pending	Filed September 24, 2002
RF Detection and Switching System and Method	CA2404840	Pending	Filed September 24, 2002
RF Circuit Modules and Integrated Chassis with Power Interface for RF Circuit Modules	CA2404844	Pending	Filed September 24, 2002
Electrical Connector with Non-Blind Conductor Entry	CA2470040	Pending	Filed June 4, 2004
Signal Management System	CA2481668	Pending	Filed September 15, 2004

United States Patents

Drop Amplifier with Multiple Tiers	6,781,457	Issued	August 24, 2004
RF Detection and Switching System and Method	7,043,236	Issued	May 9, 2006
RF Circuit Modules and Integrated Chassis with Power Interface for RF Circuit Modules	6,842,348	Issued	January 11, 2005
Signal Management System	7,142,414	Issued	November 28, 2006
Electrical Connector with non-blind conductor entry	7,025,630	Issued	April 11, 2006
Power Converter System	7,109,603	Issued	Sept. 19, 2006
Digital Telephone Switch	20060239435	Pending	October 26, 2006

SCHEDULE "C"

TRADEMARKS & TRADEMARK LICENSES

Canadian Trademarks

TRADEMARK	REGISTRATION/ APPLICATION NO.	STATUS	
DIGIMAX	TMA550820	Registered	September 14, 2001
DIGIPORT	TMA547985	Registered	July 11, 2001
MAXAMP	TMA556778	Registered	January 23, 2002
INNOVATIVE PRODUCTS FOR BROADBAND NETWORKS	TMA557399	Registered	February 5, 2002
DIGIPOWER	TMA571457	Registered	November 29, 2002
PCI FILTERS & Design	TMA584713	Registered	July 8, 2003
PCI OPTIX & Design	TMA592819	Registered	October 22, 2003
SCN-MANAGER & Design	TMA611887	Registered	June 2, 2004

LINX	TMA643244	Registered	June 29, 2005
MAXNET	TMA688842	Registered	June 1, 2007
DIGIVU & Design	TMA711361	Registered	April 8, 2008
Q-SERIES & Design	TMA707658	Registered	Feb 18, 2008
FIBERLINX & Design	1319486	Pending	Advertised June 25, 2008
HFC ENHANCE & Design	1327606	Pending	Advertised June 25, 2008
ATX	TMA714888	Registered	May 22, 2008
ATX & Design	TMA714889	Registered	May 22, 2008
ATX & Design	TMA588403	Registered	August 28, 2003

United States Trade Marks

MAXNET	2871391	Registered	August 10, 2004
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MAXAMP	2729700	Registered	June 24, 2003
DIGIMAX & Design	2802273	Registered	January 6, 2004
COMPRESSOR	2819188	Registered	March 2, 2004
CONNECTORS & Design			
SCN-MANAGER & Design	2824663	Registered	March 23, 2004
MDU SOLUTIONS & Design	2931309	Registered	March 8, 2005
PCI FILTERS & Design	2869134	Registered	August 3, 2004
PCI INNOVATIVE SOLUTIONS FOR INFORMATION NETWORKS & Design	2961934	Registered	June 14, 2005
	76675212	Pending	Published July 1, 2008
Q-SERIES			
ATX	77003061	Pending	Filed September 20, 2006
ATX	77003108	Pending	Filed September 20, 2006

European Trademarks

ATX	CTM 005 353 735	Registered	May 15, 2008
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ATX & Design	CTM 005 353 727	Registered	May 5, 2008
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License Agreements

1. License Agreement between ATX Incorporated and ATX Services Inc. dated as of February 29, 2008 for the use of the name "ATX".
2. License Agreement between ATX Incorporated and ATX Systems Limited dated as of June 1, 2008 for the use of the name "ATX".

EXHIBIT A

ASSIGNMENT FOR SECURITY

TRADEMARKS AND PATENTS

WHEREAS, ATX NETWORKS CORP. (the "*Assignor*") has adopted, used and is using, or has a bona fide intent to use, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*"), and holds all right, title and interest in the letter patents, patent applications, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "*Patents*");

WHEREAS, the Assignor has entered into an Intellectual Property Security Agreement (the "*Security Agreement*") dated August __, 2008, made by the Assignor in favor of Canadian Imperial Bank of Commerce in its capacity as agent for certain lenders (in such capacity, the "*Assignee*"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks, and Patents, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 15, 2008.

ATX NETWORKS CORP.

By: 

Name: Peter Vandenberg Jr.

Title: Chairman

U.S. Assignment for Security – ATX Networks Corp.

TRADEMARK
REEL: 003886 FRAME: 0312

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY
INTELLECTUAL PROPERTY, TRADEMARK LICENSES, AND PATENT LICENSES

Schedule C- 1 -

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TRADEMARK
REEL: 003886 FRAME: 0313

SCHEDULE "A"

COPYRIGHTS

COPYRIGHT	REGISTRATION NO.	STATUS	
	<u>Canada</u>		
Innovative Solutions for Information Networks	454778	Registered	
Filters, Signal Generators, Splitting/Combining Networks Catalog #0498	471431	Registered	
PCI Technologies Inc. Catalog #0500	489958	Registered	
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SCHEDULE "B"
PATENTS & DESIGNS

Canadian Patents

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RF Circuit Modules and Integrated Chassis with Power Interface for RF Circuit Modules	CA2404844	Pending	Filed September 24, 2002
Electrical Connector with Non-Blind Conductor Entry	CA2470040	Pending	Filed June 4, 2004
Signal Management System	CA2481668	Pending	Filed September 15, 2004

United States Patents

Drop Amplifier with Multiple Tiers	6,781,457	Issued	August 24, 2004
RF Detection and Switching System and Method	7,043,236	Issued	May 9, 2006
RF Circuit Modules and Integrated Chassis with Power Interface for RF Circuit Modules	6,842,348	Issued	January 11, 2005
Signal Management System	7,142,414	Issued	November 28, 2006
Electrical Connector with non-blind conductor entry	7,025,630	Issued	April 11, 2006
Power Converter System	7,109,603	Issued	Sept. 19, 2006
Digital Telephone Switch	20060239435	Pending	October 26, 2006

SCHEDULE "C"**TRADEMARKS****Canadian Trademarks**

TRADEMARK	REGISTRATION/ APPLICATION NO.	STATUS	
DIGIMAX	TMA550820	Registered	September 14, 2001
DIGIPOINT	TMA547985	Registered	July 11, 2001
MAXAMP	TMA556778	Registered	January 23, 2002
INNOVATIVE PRODUCTS FOR BROADBAND NETWORKS	TMA557399	Registered	February 5, 2002
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PCI FILTERS & Design	TMA584713	Registered	July 8, 2003
PCI OPTIX & Design	TMA592819	Registered	October 22, 2003
SCN-MANAGER & Design	TMA611887	Registered	June 2, 2004
LINX	TMA643244	Registered	June 29, 2005
MAXNET	TMA688842	Registered	June 1, 2007
DIGIVU & Design	TMA711361	Registered	April 8, 2008
Q-SERIES & Design	TMA707658	Registered	Feb 18, 2008
FIBERLINX & Design	1319486	Pending	Advertised June 25, 2008
HFC ENHANCE & Design	1327606	Pending	Advertised June 25, 2008
ATX	TMA714888	Registered	May 22, 2008
ATX & Design	TMA714889	Registered	May 22, 2008
ATX & Design	TMA588403	Registered	August 28, 2003

United States Trade Marks

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MAXAMP	2729700	Registered	June 24, 2003
DIGIMAX & Design	2802273	Registered	January 6, 2004
COMPRESSOR CONNECTORS & Design	2819188	Registered	March 2, 2004
SCN-MANAGER & Design	2824663	Registered	March 23, 2004
MDU SOLUTIONS & Design	2931309	Registered	March 8, 2005
PCI FILTERS & Design	2869134	Registered	August 3, 2004
PCI INNOVATIVE SOLUTIONS FOR INFORMATION NETWORKS & Design	2961934	Registered	June 14, 2005
Q-SERIES	76675212	Pending	Published July 1, 2008
ATX	77003061	Pending	Filed September 20, 2006
ATX	77003108	Pending	Filed September 20, 2006

European Trademarks

ATX	CTM 005 353 735	Registered	May 15, 2008
ATX & Design	CTM 005 353 727	Registered	May 5, 2008

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