Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CANON COMMUNICATIONS LLC		102/16/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (F/K/A CREDIT SUISSE, CAYMAN ISLANDS BRANCH)
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	SWISS BANK: SWITZERLAND

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	3066960	ADVANCED MANUFACTURING EXPOSITION & CONFERENCE
Registration Number:	3144678	АМЕХРО
Registration Number:	1102683	APPLIANCE
Registration Number:	0882552	APPLIANCE ENGINEER
Registration Number:	0941492	APPLIANCE NEWS
Serial Number:	77406318	
Registration Number:	1575423	ASSEMBLY TECHNOLOGY EXPO
Registration Number:	3621577	ATLANTIC DESIGN & MANUFACTURING
Registration Number:	3345406	ATX
Registration Number:	3297276	AUTOMATION TECHNOLOGY EXPO
Registration Number:	3702013	CHEMPROCESS
Registration Number:	1453479	D
		TRADEMARK

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900155455

Registration Number:	3614614	DAILY ADVANTAGE
Registration Number:	2433902	
Registration Number:	3180216	ELECTRONICS WEST
Registration Number:	3183624	EUROPEAN MEDICAL DEVICE MANUFACTURER
Registration Number:	3342461	EXPOPLAST
Registration Number:	3725986	GMX
Registration Number:	3020442	INDUSTRY'S SOURCE FOR INNOVATION
Registration Number:	3064645	INTERNATIONAL POWDER & BULK SOLIDS CONFERENCE/EXHIBITION
Registration Number:	3183630	IVD TECHNOLOGY
Registration Number:	3590059	MANNY AWARDS
Registration Number:	3563167	MED AD NEWS
Registration Number:	3244886	MEDICAL DESIGN & MANUFACTURING
Registration Number:	3183874	MEDICAL DESIGN EXCELLENCE AWARDS
Registration Number:	1612477	MEDICAL DEVICE & DIAGNOSTIC INDUSTRY
Registration Number:	3208210	MEDICAL DEVICE LINK
Registration Number:	3208970	MEDICAL DEVICE TECHNOLOGY
Registration Number:	3183628	MEDICAL ELECTRONICS MANUFACTURING
Registration Number:	3183626	MEDICAL PRODUCT MANUFACTURING NEWS
Registration Number:	3212810	MODERN PLASTICS WORLD ENCYCLOPEDIA
Registration Number:	2898737	NATIONAL INDUSTRIAL AUTOMATION SHOW AND CONFERENCE
Registration Number:	1984938	NATIONAL MANUFACTURING WEEK
Registration Number:	2937066	NATIONAL PLANT ENGINEERING & FACILITIES MANAGEMENT SHOW AND CONFERENCE
Registration Number:	1690448	NEPCON
Serial Number:	77698830	ORTHOTEC
Registration Number:	3430840	PACIFIC DESIGN & MANUFACTURING
Registration Number:	3688070	PHARMALIVE.COM
Serial Number:	77692176	PHARMAPACK
Registration Number:	3702012	PHARMAPROCESS
Registration Number:	3578320	PLAST-EX
Registration Number:	3590125	POWDER & BULK SOLIDS
Registration Number:	1564426	POWDER/BULK SOLIDS
Registration Number:	3581119	PROCESSPACK
Registration Number:	3427839	PTXI

REEL: 004154 FRAME: 0685

Serial Number:	77829921	QMED
Serial Number:	77880144	QMED
Registration Number:	3041412	QUALITY EXPO
Registration Number:	3142262	QUALITY EXPO DETROIT
Registration Number:	2816593	QUALITY EXPO INTERNATIONAL
Registration Number:	3435788	R&D DIRECTIONS
Registration Number:	3115091	ATX
Registration Number:	2391568	CANCOM
Registration Number:	2692227	cc
Registration Number:	2593560	cc
Registration Number:	3086667	CMDM
Registration Number:	2886222	COSMETIC/PERSONAL CARE PACKAGING
Registration Number:	2968367	DESIGN & MANUFACTURING SOUTH
Registration Number:	1384620	EAST PACK
Registration Number:	1709546	MEDICAL DESIGN & MANUFACTURING
Registration Number:	1878619	MEDICAL DEVICE REGISTER
Registration Number:	2159219	MEDPAK
Registration Number:	2301993	MEDTEC
Registration Number:	2756295	MIDPAK
Registration Number:	0507336	MODERN PLASTICS
Registration Number:	2580186	MX
Registration Number:	2850682	NUTRITIONAL OUTLOOK
Registration Number:	2922545	PHARMACEUTICAL & MEDICAL PACKAGING NEWS
Registration Number:	2592493	PLASTEC
Registration Number:	2931604	PRECISIONTEC
Registration Number:	1416192	SOUTHPACK
Registration Number:	1199043	WESTPACK
Registration Number:	2858078	MD&M

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Adam B. Conway

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022				
ATTORNEY DOCKET NUMBER:	35610-12650			
NAME OF SUBMITTER:	ADAM B. CONWAY			
Signature:	/ADAM B. CONWAY/			
Date:	02/23/2010			
Total Attachments: 12 source=Second Lien IP-LLC#page1.tif source=Second Lien IP-LLC#page2.tif source=Second Lien IP-LLC#page3.tif source=Second Lien IP-LLC#page4.tif source=Second Lien IP-LLC#page5.tif source=Second Lien IP-LLC#page6.tif source=Second Lien IP-LLC#page7.tif source=Second Lien IP-LLC#page8.tif source=Second Lien IP-LLC#page9.tif source=Second Lien IP-LLC#page10.tif source=Second Lien IP-LLC#page11.tif source=Second Lien IP-LLC#page11.tif source=Second Lien IP-LLC#page12.tif				

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement") dated February 16, 2010, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch) ("CS"), as second lien collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Canon Communications Merger Sub LLC, a Delaware limited liability company (the "*Borrower*") has entered into a Second Lien Credit Agreement dated as of May 31, 2005 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Credit Agreement*") with Holdings, the Lenders, the Subsidiary Guarantors and CS, as Administrative Agent and as Collateral Agent (each as defined therein).

WHEREAS, as a condition precedent to the making of Term Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Lien Security Agreement dated May 31, 2005 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

Canon Communications LLC Second Lien IP Security Agreement

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.
- SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.
- SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.
- SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- SECTION 5. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth

in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CANON COMMUNICATIONS LLC

By

Name:

Michael P. Be

Michael P. Benringer Senior Vice President

REEL: 004154 FRAME: 0690

Schedule A to the Second Lien Intellectual Property Security Agreement Supplement

PATENTS

NONE

Canon Communications LLC Second Lien IP Security Agreement

Schedule B to the Second Lien Intellectual Property Security Agreement Supplement

TRADEMARKS

U.S. Registrations and Applications

Mark	Reg/App No.	Owner	Country
ADVANCED MANUFACTURING EXPOSITION & CONFERENCE	3,066,960	Canon Communications LLC	U.S.
AMEXPO	3,144,678	Canon Communications LLC	U.S.
APPLIANCE	1,102,683	Canon Communications LLC	U.S.
APPLIANCE ENGINEER	882,552	Canon Communications LLC	U.S.
APPLIANCE NEWS	941,492	Canon Communications LLC	U.S.
DESIGN ONLY	77/406,318	Canon Communications LLC	U.S.
ASSEMBLY TECHNOLOGY EXPO AND DESIGN	1,575,423	Canon Communications LLC	U.S.
ATLANTIC DESIGN & MANUFACTURING	3,621,577	Canon Communications LLC	U.S.
ATX AND DESIGN	3,345,406	Canon Communications LLC	U.S.
AUTOMATION TECHNOLOGY EXPO	3,297,276	Canon Communications LLC	U.S.
CHEMPROCESS	3,702,013	Canon Communications LLC	U.S.
D AND DESIGN	1,453,479	Canon Communications LLC	U.S.
DAILY ADVANTAGE	3,614,614	Canon Communications LLC	U.S.
DESIGN ONLY	2,433,902	Canon Communications LLC	U.S.
ELECTRONICS WEST	3,180,216	Canon Communications LLC	U.S.
EUROPEAN MEDICAL DEVICE MANUFACTURER	3,183,624	Canon Communications LLC	U.S.
EXPOPLAST	3,342,461	Canon Communications	U.S.

Canon Communications LLC Second Lien IP Security Agreement

		LLC	
GMX	3,725,986	Canon Communications LLC	U.S.
INDUSTRY'S SOURCE FOR INNOVATION	3,020,442	Canon Communications LLC	U.S.
INTERNATIONAL POWDER & BULK SOLIDS CONFERENCE/EXHIBITI ON	3,064,645	Canon Communications LLC	U.S.
IVD TECHNOLOGY	3,183,630	Canon Communications LLC	U.S.
MANNY AWARDS	3,590,059	Canon Communications LLC	U.S.
MED AD NEWS	3,563,167	Canon Communications LLC	U.S.
MEDICAL DESIGN & MANUFACTURING	3,244,886	Canon Communications LLC	U.S.
MEDICAL DESIGN EXCELLENCE AWARDS	3,183,874	Canon Communications LLC	U.S.
MEDICAL DEVICE & DIAGNOSTIC INDUSTRY	1,612,477	Canon Communications LLC	U.S.
MEDICAL DEVICE LINK	3,208,210	Canon Communications LLC	U.S.
MEDICAL DEVICE TECHNOLOGY	3,208,970	Canon Communications LLC	U.S.
MEDICAL ELECTRONICS MANUFACTURING	3,183,628	Canon Communications LLC	U.S.
MEDICAL PRODUCT MANUFACTURING NEWS	3,183,626	Canon Communications LLC	U.S.
MODERN PLASTICS WORLD ENCYCLOPEDIA	3,212,810	Canon Communications LLC	U.S.
NATIONAL INDUSTRIAL AUTOMATION SHOW AND CONFERENCE	2,898,737	Canon Communications LLC	U.S.
NATIONAL MANUFACTURING WEEK	1,984,938	Canon Communications LLC	U.S.
NATIONAL PLANT ENGINEERING & FACILITIES MANAGEMENT SHOW AND CONFERENCE	2,937,066	Canon Communications LLC	U.S.

Canon Communications LLC Second Lien IP Security Agreement

NEPCON	1,690,448	Canon Communications LLC	U.S.
ORTHOTEC	77/698,830	Canon Communications LLC	U.S.
PACIFIC DESIGN & MANUFACTURING	3,430,840	Canon Communications LLC	U.S.
PHARMALIVE.COM	3,688,070	Canon Communications LLC	U.S.
PHARMAPACK	77/692,176	Canon Communications LLC	U.S.
PHARMAPROCESS	3,702,012	Canon Communications LLC	U.S.
PLAST-EX	3,578,320	Canon Communications LLC	U.S.
POWDER & BULK SOLIDS	3,590,125	Canon Communications LLC	U.S.
POWDER/BULK SOLIDS	1,564,426	Canon Communications LLC	U.S.
PROCESSPACK	3,581,119	Canon Communications LLC	U.S.
PTXI	3,427,839	Canon Communications LLC	U.S.
QMED	77/829,921	Canon Communications LLC	U.S.
QMED AND DESIGN	77/880,144	Canon Communications LLC	U.S.
QUALITY EXPO	3,041,412	Canon Communications LLC	U.S.
QULAITY EXPO DETROIT	3,142,262	Canon Communications LLC	U.S.
QUALITY EXPO INTERNATIONAL	2,816,593	Canon Communications LLC	U.S.
R&D DIRECTIONS	3,435,788	Canon Communications LLC	U.S.
ATX	3,115,091	Canon Communications LLC	U.S.
CANCOM	2,391,568	Canon Communications LLC	U.S.
CC AND DESIGN	2,692,227	Canon Communications LLC	U.S.
CC AND DESIGN	2,593,560	Canon Communications LLC	U.S.
CMDM	3,086,667	Canon Communications LLC	U.S.
COSMETIC/PERSONAL CARE PACKAGING	2,886,222	Canon Communications LLC	U.S.

DESIGN & MANUFACTURING SOUTH	2,968,367	Canon Communications LLC	U.S.
EAST PACK	1,384,620	Canon Communications LLC	U.S.
MEDICAL DESIGN & MANUFACTURING	1,709,546	Canon Communications LLC	U.S.
MEDICAL DEVICE REGISTER	1,878,619	Canon Communications LLC	U.S.
MEDPAK	2,159,219	Canon Communications LLC	U.S.
MEDTEC	2,301,993	Canon Communications LLC	U.S.
MIDPAK	2,756,295	Canon Communications LLC	U.S.
MODERN PLASTICS	507,336	Canon Communications LLC	U.S.
MX	2,580,186	Canon Communications LLC	U.S.
NUTRITIONAL OUTLOOK	2,850,682	Canon Communications LLC	U.S.
PHARMACEUTICAL & MEDICAL PACKAGING NEWS	2,922,545	Canon Communications LLC	U.S.
PLASTEC	2,592,493	Canon Communications LLC	U.S.
PRECISIONTEC	2,931,604	Canon Communications LLC	U.S.
SOUTHPACK	1,416,192	Canon Communications LLC	U.S.
WESTPACK	1,199,043	Canon Communications LLC	U.S.
MD&M	2,858,078	Canon Communications LLC	U.S.

Foreign Registrations and Applications

Owner	Country	Mark	App No.	Reg No.
Canon				
Communications LLC	Canada	EXPOPLAST		TMA683314
Canon				
Communications LLC	Canada	PACKEX TORONTO		TMA750188
Canon		PACKEX TORONTO &		
Communications LLC	Canada	Design		TMA750189

Canon Communications LLC Second Lien IP Security Agreement

Canon				
Communications LLC	Canada	PLAST-EX	129525200	
Canon	Cumacu	TENOT EN	123323200	
Communications LLC	China	APPLIANCE		900265
		CANON		700200
Canon		COMMUNICATIONS,		
Communications LLC	China	LLC in Chinese Characters	5167395	
		CHINA MEDICAL	0.20,000	
Canon		DEVICE		
Communications LLC	China	MANUFACTURER	4302483	4302483
Canon				
Communications LLC	China	CMDM	4302481	4302481
Canon			1002102	1002102
Communications LLC	China	CMDM	4302482	4302482
Canon		CMDM Logo in Chinese	10 02 102	1002102
Communications LLC	China	Characters		
Canon		CMDM Logo in Chinese		
Communications LLC	China	Characters	4507416	4507416
Canon			1001112	10011110
Communications LLC	China	MEDTEC	4192152	4192152
Canon		MEDTEC Chinese	117111	117111
Communications LLC	China	Characters II	5167394	
Canon		MEDTEC IN CHINESE		
Communications LLC	China	CHARACTERS	4192153	4192153
Canon				
Communications LLC	China	MEDTEC Logo	4193809	
Canon	European			
Communications LLC	Union	BIOMEDEVICE	6017792	6017792
Canon	European			
Communications LLC	Union	MD&M	3298171	3298171
Canon	European			
Communications LLC	Union	MEDIPART	8164154	
Canon	European			
Communications LLC	Union	MEDTEC	2883858	
Canon	European			
Communications LLC	Union	MEDTEC (DESIGN)	2885853	
Canon	European			
Communications LLC	Union	MODERN PLASTICS	8272023	8272023
Canon	European			
Communications LLC	Union	ORTHOTEC	8290959	
Canon	European			
Communications LLC	Union	PHARMAPACK	8164105	
Canon	European			
Communications LLC	Union	PLASTEC	3288859	3288859
Canon	European	POWDER & BULK		
Communications LLC	Union	SOLIDS	8455537	

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Canon				
Communications LLC	France	APPLIANCE	95552656	95552656
Canon	Trance	ALTEIANCE	93332030	93332030
Communications LLC	France	INTERPART	73523459	73523459
Canon	Trance	INTERIARI	13323439	13323439
Communications LLC	France	MEDIPART	73530861	
	Trance	MEDIFARI	73330601	
Canon Communications LLC	France	MEDTEC	83618906	83618906
	France	MEDIEC	83018900	83018900
Canon Communications LLC	Enongo	DITADMADACIZ	00770606	00770606
	France	PHARMAPACK	99779696	99779696
Canon	-	DUADMADACIZ	02610002	
Communications LLC	France	PHARMAPACK	83618903	
Canon		GLIDE A CITO	72522460	72522460
Communications LLC	France	SURFACTS	73523460	73523460
Canon		ADVANCED DESIGN &	2.07007.10	
Communications LLC	Germany	MANUFACTURING	3.0709E+10	
Canon				
Communications LLC	Germany	INTERPART	307 60 535.3/35	30760535
Canon				
Communications LLC	Germany	MEDIPART	307673340/35	30767334
Canon				
Communications LLC	Germany	STAMPING DAYS		30602519.1
Canon				
Communications LLC	Germany	SUDTEC	3.0201E+11	3.0201E+11
Canon				
Communications LLC	Germany	SUDTEC	3.0201E+14	3.0201E+11
Canon				
Communications LLC	Germany	SURFACTS	307 60 536.1/35	30760536
Canon				
Communications LLC	India	APPLIANCE		
Canon				
Communications LLC	India	PHARMAPACK	1768429	
Canon				
Communications LLC	Ireland	MEDTEC	2007/02397	238461
Canon				
Communications LLC	Italy	APPLIANCE	MI2000C009294	
Canon			1,112000000000	
Communications LLC	Japan	MEDTEC	2007-009540	5084948
Canon	Jupuii	MEDICAL DESIGN AND	2007 007540	2001210
Communications LLC	Singapore	MANUFACTURING	814149	
Canon	Jingapore		017177	
Communications LLC	Singapore	MEDTEC	814147	
	Singapore	MEDIEC	01+1+/	
Canon Communications I.I.C.	Caritanaland	INTEDDADT	60672/2007	562226
Communications LLC	Switzerland	INTERPART	60672/2007	563336
Canon	C	MDeM	04022/2002	
Communications LLC	Switzerland	MD&M	04033/2003	

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Canon				
Communications LLC	Switzerland	ORTHOTEC	54759/2009	593085
Canon				
Communications LLC	Switzerland	PHARMAPACK	53398/2009	
Canon				
Communications LLC	Switzerland	PLASTEC	04031/2003	
Canon				
Communications LLC	Switzerland	PRECISIONTEC	04030/2003	
Canon				
Communications LLC	Switzerland	SURFACTS	60673/2007	570648
Canon	United			
Communications LLC	Kingdom	APPLIANCE		2007460
Canon	United			
Communications LLC	Kingdom	VTX	2481220	2481220

REEL: 004154 FRAME: 0698

Schedule C to the Second Lien Intellectual Property Security Agreement Supplement

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NONE

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RECORDED: 02/24/2010