### TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SUPPLEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CANON IMM INC.		02/16/2010	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

IIName:	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: 4

Property Type	Number	Word Mark
Registration Number:	2461141	IMM INFOLINK
Registration Number:	2490751	IMMNET.COM
Registration Number:	2465338	INJECTION MOLDING
Registration Number:	3336678	INJECTION MOLDING

### **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

900155478 REEL: 004154 FRAME: 0876

**TRADEMARK** 

2461141

NAME OF SUBMITTER:	ADAM B. CONWAY			
Signature:	/ADAM B. CONWAY/			
Date:	02/24/2010			
Total Attachments: 6 source=First Lien IP- Canon IMM#page1.tif source=First Lien IP- Canon IMM#page2.tif source=First Lien IP- Canon IMM#page3.tif source=First Lien IP- Canon IMM#page4.tif source=First Lien IP- Canon IMM#page5.tif source=First Lien IP- Canon IMM#page5.tif				

# FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated February 16, 2010 is made by the Person listed on the signature page hereof (the "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch) ("CS"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Canon Communications LLC (as surviving entity of the Merger), a Delaware limited liability company, has entered into a First Lien Credit Agreement dated as of May 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Canon Communications Holdings, LLC, a Delaware limited liability company ("*Holdings*"), the Subsidiary Guarantors, CS, as Administrative Agent and as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain First Lien Security Agreement dated May 31, 2005 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain First Lien Intellectual Property Security Agreement dated May 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the 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

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

- (iii) 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) all 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 foregoing or arising from any of the foregoing.
- SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the 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.
- SECTION 3. <u>Recordation</u>. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.
- SECTION 4. <u>Grants, Rights and Remedies</u>. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 5. <u>Governing Law</u>. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

CANON IMM INC.

Title:

Address for Notices:
1144 W Olympic Blod
Ws Angeles, CA
90064

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# Schedule A to the First Lien Intellectual Property Security Agreement Supplement

**PATENTS** 

NONE

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# Schedule B to the First Lien Intellectual Property Security Agreement Supplement

## **TRADEMARKS**

# U.S. and Foreign Registrations and Applications

Recorded Owner	<b>Country</b>	<u>Trademark</u>	<u>Appl. #</u>	<u>Reg. #</u>
Canon IMM Inc.	Mexico	INJECTION MOLDING	186088	614663
	United States			
Canon IMM Inc.	of America	IMM Infolink	75/842841	2461141
	United States			
Canon IMM Inc.	of America	IMMNET.com	76/144582	2490751
	United States			
Canon IMM Inc.	of America	INJECTION MOLDING	75/890909	2465338
	United States	INJECTION MOLDING &		
Canon IMM Inc.	of America	DESIGN	78/772609	3336678

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Schedule C to the First Lien Intellectual Property Security Agreement Supplement

## **COPYRIGHTS**

**NONE** 

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**RECORDED: 02/24/2010**