

TRADEMARK ASSIGNMENT

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																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>CANON IMM INC.</td> <td></td> <td>02/16/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	CANON IMM INC.		02/16/2010	CORPORATION: DELAWARE								
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RECEIVING PARTY DATA																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (F/K/A CREDIT SUISSE, CAYMAN ISLANDS BRANCH)</td> </tr> <tr> <td>Street Address:</td> <td>ELEVEN MADISON AVENUE</td> </tr> <tr> <td>City:</td> <td>NEW YORK</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10010</td> </tr> <tr> <td>Entity Type:</td> <td>SWISS BANK: SWITZERLAND</td> </tr> </table>	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				
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PROPERTY NUMBERS Total: 4																
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Registration Number:	3336678	INJECTION MOLDING														
CORRESPONDENCE DATA																
<p>Fax Number: (646)848-4455</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 212-848-4455</p> <p>Email: jlik@shearman.com</p> <p>Correspondent Name: Adam B. Conway</p> <p>Address Line 1: 599 Lexington Avenue</p> <p>Address Line 2: Shearman & Sterling LLP</p> <p>Address Line 4: New York, NEW YORK 10022</p>																
ATTORNEY DOCKET NUMBER:	35610/12650															

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TRADEMARK
REEL: 004154 FRAME: 0934

NAME OF SUBMITTER:	ADAM B. CONWAY
Signature:	/ADAM B. CONWAY/
Date:	02/24/2010
<p>Total Attachments: 6</p> <p>source=Second Lien IP- Canon IMM#page1.tif</p> <p>source=Second Lien IP- Canon IMM#page2.tif</p> <p>source=Second Lien IP- Canon IMM#page3.tif</p> <p>source=Second Lien IP- Canon IMM#page4.tif</p> <p>source=Second Lien IP- Canon IMM#page5.tif</p> <p>source=Second Lien IP- Canon IMM#page6.tif</p>	

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*”) 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. Grant of Security. 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

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. Recordation. 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. Grants, Rights and Remedies. 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

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.

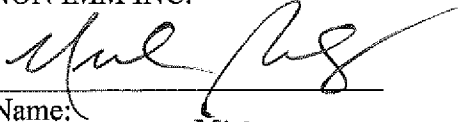
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CANON IMM INC.

By

Name:

Title:


Michael P. Behringer
Senior Vice President

**Schedule A to the
Second Lien Intellectual Property
Security Agreement Supplement**

PATENTS

NONE

**Schedule B to the
Second Lien Intellectual Property
Security Agreement Supplement**

TRADEMARKS

U.S. and Foreign Registrations and Applications

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

**Schedule C to the
Second Lien Intellectual Property
Security Agreement Supplement**

COPYRIGHTS

NONE