

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 Corp.		11/12/2010	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	GE Canada Finance Holding Company, as Administrative Agent
Street Address:	123 Front Street West, Suite 1400
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2M2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85073825	DIGIMAX
Serial Number:	85074928	PCI FILTERS
Registration Number:	2239332	RF WORX
Registration Number:	2871391	MAXNET
Registration Number:	2869134	PCI FILTERS
Registration Number:	2961934	PCI TECHNOLOGIES INC. "INNOVATIVE SOLUTIONS FOR INFORMATION NETWORKS" MEMBER ATX GROUP
Registration Number:	3793415	UCRYPT
Registration Number:	3500527	Q-SERIES
Registration Number:	2824663	SCN-MANAGER
Registration Number:	2819188	COMPRESSOR CONNECTORS
Registration Number:	2931309	MDU SOLUTIONS
Registration Number:	2962433	SIGNALON
Registration Number:	2729700	MAXAMP
Registration Number:	2802273	PCI TECHNOLOGIES INC. DIGIMAX

TRADEMARK

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CH \$365.00 85073825

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09636-015068
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Susan Lake
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Signature:	/Susan Lake/
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Date:	11/12/2010
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Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 12, 2010, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of GE Canada Finance Holding Company (“GE Canada”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below)

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 12, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ATX Networks Corp. (“ATX Networks”), ATX Networks Holdings Intermediate Corp. (“Merger Sub” and, together with ATX Networks, the “Borrower”), ATX Networks Holdings, LLC, ATX Networks Holdings Canada Corp. (“Canadian Holdings”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guarantee and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guarantee and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guarantee and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

all of its Trademarks and all IP Licenses providing for the grant to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any Trademarks with constitute Excluded Collateral;

- i. all renewals and extensions of the foregoing;
- ii. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- iii. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

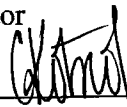
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ATX NETWORKS CORP.,
as Grantor

By: 
Name: Christina Kotsios
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Administrative Agent

By: _____

Name:


DAN BILLARD

Title:

DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004413 FRAME: 0446

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Please see attached.

14121 - ATX Networks Corp. - Trademarks - Brinks Hofer

BHGL No.	Old Docket No.	Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Next Action Date
14121/112	2316.1767-AR-01	Argentina	SIGNALON	2587105	4/29/2005	2112768	9/12/2006	Registered	IN-Renewal Affidavit Due (9/12/2016)
14121/120	2316.707-AR-01	Argentina	RF WORX	2081028	5/7/1997	2312264	9/11/1998	Renewed	Trademark Renewal (9/1/2019)
14121/113	2316.1767-AU-01	Australia	SIGNALON	1052937	4/28/2005	1052937	12/5/2005	Registered	Trademark Renewal (4/28/2015)
14121/114	2316.1767-BR-01	Brazil	SIGNALON	827461178	5/25/2005	827461178	10/30/2007	Registered	Trademark Renewal (10/30/2017)
14121/115	2316.1767-CA-01	Canada	SIGNALON	1260924	6/13/2005	TMA666423	6/21/2006	Registered	Trademark Renewal (6/21/2021)
NON-BRINKS		Canada	DRIVING INNOVATION	1432083	3/17/2009			Pending	
NON-BRINKS		Canada	Ucrypt and Design	1425285	1/19/2009	TMA761518	3/11/2010	Registered	Trademark Renewal (3/11/2025)
NON-BRINKS		Canada	Q-SERIES and Design	1343819	4/5/2007	TMA707658	2/18/2008	Registered	Trademark Renewal (2/18/2023)
NON-BRINKS		Canada	HFC ENHANCE and Design	1327606	11/29/2006	TMA725989	10/14/2008	Registered	Trademark Renewal (10/14/2023)
NON-BRINKS		Canada	FiberLinx and Design	1319486	9/25/2006	TMA725479	10/7/2008	Registered	Trademark Renewal (10/7/2023)
NON-BRINKS		Canada	DigiVu and Design	1319485	9/25/2006	TMA711361	4/8/2008	Registered	Trademark Renewal (4/8/2023)
NON-BRINKS		Canada	ATX and Design	1315818	9/8/2006	TMA714889	5/22/2008	Registered	Trademark Renewal (5/22/2023)

141121 - ATX Networks Corp. - Trademarks - Brinks Hofer

BHGL No.	Old Docket No.	Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Next Action Date
NON-BRINKS		Canada	ATX	1315817	9/8/2006	TMA714888	5/22/2008	Registered	Trademark Renewal (5/22/2023)
NON-BRINKS		Canada	LINX and Design	1229823	9/3/2004	TMA643244	6/29/2005	Registered	Trademark Renewal (6/29/2020)
NON-BRINKS		Canada	MAXNET	1196209	11/7/2003	TMA688842	6/1/2007	Registered	Trademark Renewal (6/1/2022)
NON-BRINKS		Canada	SCN-Manager and Design	1164351	1/10/2003	TMA611887	6/2/2004	Registered	Trademark Renewal (6/2/2019)
NON-BRINKS		Canada	PCI OPTIX and Design	1099621	4/18/2001	TMA592819	10/22/2003	Registered	Trademark Renewal (10/22/2018)
NON-BRINKS		Canada	PCI FILTERS and Design	1098867	4/9/2001	TMA584713	7/8/2003	Registered	Trademark Renewal (7/8/2018)
NON-BRINKS		Canada	DIGIPOWER	1097603	3/28/2001	TMA571457	11/29/2002	Registered	Trademark Renewal (11/29/2017)
NON-BRINKS		Canada	MAXAMP	1057072	5/1/2000	TMA556778	1/23/2002	Registered	Trademark Renewal (1/23/2017)
NON-BRINKS		Canada	INNOVATIVE PRODUCTS FOR BROADBAND NETWORKS	1053393	4/3/2000	TMA557399	2/5/2002	Registered	Trademark Renewal (2/5/2017)
NON-BRINKS		Canada	ATX and Design	1047180	2/18/2000	TMA588403	8/28/2003	Registered	Trademark Renewal (8/28/2018)
NON-BRINKS		Canada	DIGIPOINT	1038010	12/2/1999	TMA547985	7/11/2001	Registered	Trademark Renewal (7/11/2016)

14121 - ATX Networks Corp. - Trademarks - Brinks Hofer

BHGL No.	Old Docket No.	Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Next Action Date
NON-BRINKS		Canada	DIGIMAX	1032430	10/15/1999	TMA550820	9/14/2001	Registered	Trademark Renewal (9/14/2016)
14121/116	2316.1767-CC-01	China P.R.	SIGNALON	4640622	5/8/2005	4640622	2/21/2008	Registered	Trademark Renewal (2/20/2018)
14121/117	2316.1767-ET-01	Community Trademark	SIGNALON	4413688	4/28/2005	4413688	2/21/2006	Registered	Trademark Renewal (4/30/2015)
NON-BRINKS		Community Trademark	ATX	5353735	9/15/2006	5353735	5/15/2008	Registered	Trademark Renewal (9/15/2016)
NON-BRINKS		Community Trademark	ATX and Design	5353727	9/15/2006	5353727	5/5/2008	Registered	Trademark Renewal (9/15/2016)
14121/121	2316.0707-ET-01	Community Trademark	RF WORX	528141	5/6/1997	528141	1/19/2000	Renewed	Trademark Renewal (5/31/2017)
14121/118	2316.1767-JP-01	Japan	SIGNALON	2005-38789	4/28/2005	4921455	1/13/2006	Registered	Trademark Renewal (1/13/2016)
14121/122	2316.707-JP-01	Japan	RF WORX	H09-112840	5/6/1997	4594270	8/9/2002	Renewed	Trademark Renewal (8/9/2012)
14121/119	2316.1767-MX-01	Mexico	SIGNALON	717093	5/12/2005	887556	6/22/2005	Registered	IN-Proof Of Use Due (5/12/2015)
14121/123	2316.707-KS-01	South Korea	RF WORX	97-20228	5/6/1997	436404	12/30/1998	Renewed	Trademark Renewal (12/30/2018)
14121/128		Taiwan	RF WORX	99040044	8/16/2010			Pending	
14121/127		USA	DIGIMAX	85/073825	6/29/2010			Pending	
14121/129		USA	PCI FILTERS	85/074928	6/30/2010			Pending	
14121/82	2316.707-US-01	USA	RF WORX	75/194010	11/6/1996	2239332	4/13/1999	Registered	Trademark Renewal Due 4/13/2019

14121 - ATX Networks Corp. - Trademarks - Brinks Hofer

BHGL No.	Old Docket No.	Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Next Action Date
NON-BRINKS	130855-107	USA	MAXNET	78/143844	7/15/2002	2871391	8/10/2004	Registered	Secs. 8 & 15 Due 8/10/2010
NON-BRINKS	130855-105	USA	PCI FILTERS and Design	78/143838	7/15/2002	2869134	8/3/2004	Registered	Secs. 8 & 15 Due 8/3/2010
NON-BRINKS	130855-106	USA	PCI TECHNOLOGIES INC. "INNOVATIVE SOLUTIONS FOR INFORMATION NETWORKS" MEMBER ATX GROUP and Design	78/143831	7/15/2002	2961934	6/14/2005	Registered	Secs. 8 & 15 Due 6/14/2011
NON-BRINKS		USA	UCRYPT	76/695368	1/21/2009	3793415	5/25/2010	Registered	Secs. 8 & 15 Due 5/25/2016
NON-BRINKS		USA	Q-SERIES	76/675212	4/1/2007	3500527	9/16/2008	Registered	Secs. 8 & 15 Due 9/16/2014
NON-BRINKS		USA	SCN-Manager	76/482770	1/13/2003	2824663	3/23/2004	Registered	Secs. 8 & 15 Due 3/23/2010 Grace date is 9/23/2010
NON-BRINKS		USA	COMPRESSOR Connectors	76/482769	1/13/2003	2819188	3/2/2004	Registered	Secs. 8 & 15 Due 3/2/2010 Grace date is 9/2/2010
NON-BRINKS		USA	MDU Solutions	76/474255	12/9/2002	2931309	3/8/2005	Registered	Secs. 8 & 15 Due 3/8/2011
14121/125	2316.1767-US-01	USA	SIGNALON	78/365436	2/10/2004	2962433	6/14/2005	Registered	Secs. 8 & 15 Due 6/14/2011
NON-BRINKS		USA	MAXAMP			2729700	6/24/2003	Registered	
NON-BRINKS		USA	DIGIMAX & Design			2802273	1/6/2004	Registered	