

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
PRESTIGE TELECOMMUNICATIONS, INC.		12/15/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	199 Bay Street Toronto
Internal Address:	Commerce Court West, 11th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5L 1A2
Entity Type:	National Association: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2668312	RAM FALL PROTECTION SYSTEMS

CORRESPONDENCE DATA

Fax Number: (919)781-4865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919-781-4000
 Email: csorey@wyrick.com
 Correspondent Name: Christopher L. Sorey
 Address Line 1: 4101 Lake Boone Trail
 Address Line 2: Suite 300
 Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER: 021709.007

DOMESTIC REPRESENTATIVE

Name:

900194088

**TRADEMARK
 REEL: 004558 FRAME: 0459**

OP \$40.00 2668312

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

NAME OF SUBMITTER:

Christopher L. Sorey

Signature:

/CLS/

Date:

06/10/2011

Total Attachments: 8

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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of December 15, 2008, is made by **Prestige Telecommunications, Inc.**, a Vermont corporation (the "**Grantor**"), in favor of **CANADIAN IMPERIAL BANK OF COMMERCE** in its capacity as administrative agent acting for its own benefit, as lender, and for the benefit of all Lenders (such person, together with its successors, assigns and replacement(s), the "**Administrative Agent**").

RECITALS:

A. **Prestige Telecom Inc.**, a Canadian corporation (the "**Borrower**"), the Administrative Agent and the Lenders have entered into a certain Credit Agreement of even date herewith (such Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "**Credit Agreement**"), pursuant and subject to the terms and conditions of which the Lenders have agreed to make loans and other financial accommodations to the Borrower.

B. The Grantor and others granted to Administrative Agent, for itself and the benefit of the Lenders, certain liens on the Collateral under that certain security agreement dated as of the date hereof (the "**Security Agreement**") to secure their respective Obligations under that certain guaranty from the Grantor and others dated as of the date hereof ("**Guaranty**").

C. One of the conditions precedent to the willingness of the Administrative Agent and the Lenders to execute and deliver the Loan Documents is that the Grantor shall have executed and delivered this Acknowledgement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Administrative Agent and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Security Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

2. **Grant of Security Interest in Intellectual Property Collateral.** The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby reaffirms its grant to Administrative Agent, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent, for itself and the benefit of the Lenders, and grants to Administrative Agent, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing;
and

(ii) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing;
and

(ii) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any such Patent.

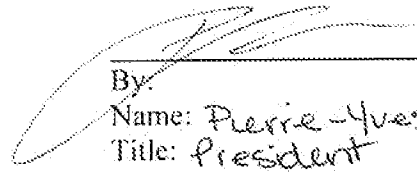
3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Administrative Agent, for itself and the benefit of the Lenders, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully

set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS: PRESTIGE TELECOMMUNICATIONS, INC.


By: _____
Name: Pierre-Yves Méthot
Title: President

Agreed and Accepted:

CANADIAN IMPERIAL BANK OF COMMERCE, as
Administrative Agent for itself and the Lenders





Name: MARK C. WHITE
Title: Authorized Signatory

Name: _____
Title: _____

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Registered Trademark	App. No. Reg. No.	Registration Date	Registered	Renewal
RAM FALL PROTECTION SYSTEMS & Design 	App. No. 1088252 Reg. No. TMA600944	January 18, 2001 January 29, 2004 Canada	Registered Due for Renewal on January 29, 2019	No
RAM FALL PROTECTION SYSTEMS 	App. No. 76281,830 Reg. No. 2668312	July 9, 2001 December 31, 2002 United States	Registered Section 8&15 Declarations due on December 31, 2009 Renewal due on December 22, 2008	No

B. TRADEMARK APPLICATIONS

None.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

NONE

B. PATENTS APPLICATIONS

NONE