

## 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
Peer 1 Network (USA) Inc.		06/21/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	1155 Metcalfe Street, Bank Finance		
Internal Address:	5th Floor		
City:	Montreal		
State/Country:	CANADA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85408822	ZUNICORE	
CORRESPONDENCE DATA			
Fax Number:	5037962900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	503-222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Matthew Wilmot/Rachel Bradfute		
Address Line 1:	1211 SW 5th Avenue		
Address Line 2:	Suites 1500-2000		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	119585 182066 ZUNICORE		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

CH \$40.00 85408822

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

NAME OF SUBMITTER:

Rachel L. Bradfute

Signature:

/Rachel L. Bradfute/

Date:

06/26/2012

**Total Attachments: 3**

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## AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment") is hereby entered into this 21<sup>st</sup> day of June, 2012 (the "Effective Date"), by and between Peer 1 Network (USA) Inc., a Delaware corporation ("Debtor"), and National Bank of Canada, a bank governed by the *Bank Act* (Canada) acting both on its own behalf and in its capacity as Administrative Agent for the Secured Parties as defined in the Security Agreement (defined below) (the "Agent").

### RECITALS

A. Debtor and Agent are parties to a certain Trademark Security Agreement (the "Security Agreement"), dated as of November 24, 2010 and recorded by the United States Patent and Trademark Office ("USPTO") on November 29, 2010 at Trademark Reel 004422 and Frame 0164.

B. Pursuant to the Security Agreement, Debtor granted a security interest in favor of Agent in certain Collateral (as such term is defined in the Security Agreement) in the form of certain intellectual property rights and assets, including trademarks, pursuant to the terms of the Security Agreement.

C. Section 6 of the Security Agreement provides that to the extent Debtor obtains rights in any new trademarks, the provisions of the Security Agreement shall automatically apply to such new trademarks, and that Agent shall have the right to amend Schedule A of the Security Agreement to include any such new trademarks.

D. Debtor has applied to register with the USPTO on an intent to use basis the mark ZUNICORE, U.S. Serial No. 85/408,822 (the "ZUNICORE Mark").

E. Pursuant to Section 6 of the Security Agreement, Agent desires to amend the Security Agreement to include the ZUNICORE Mark as part of the Collateral under the Security Agreement by adding the ZUNICORE Mark to Schedule A of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Security Agreement as follows:

### AGREEMENT

**1. Amendment.** Pursuant to Section 6 of the Security Agreement, the ZUNICORE Mark is hereby added as part of the Collateral under the Security Agreement. Accordingly, the following is hereby added to Schedule A of the Security Agreement:

U.S. Serial No.	Filing Date	Listed Owner	Mark
85/408,822	08/26/2011	Peer 1 Network (USA) Inc.	ZUNICORE

**2. Consideration.** The parties acknowledge and agree that the consideration underlying this Amendment is the same consideration underlying the Security Agreement, which by its terms, authorizes Agent to amend the Security Agreement so as to add new trademarks in which Debtor obtains rights.

**3. Construction.** This Amendment amends but does not supersede or replace the Security Agreement. The provisions of the Security Agreement that are not amended by this Amendment remain unchanged and in full force and effect.

4. **General.** The parties acknowledge and agree as follows: (i) no waiver will be binding on a party unless it is in writing and signed by the party making the waiver and a party's waiver of a breach of a provision of this Amendment will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision; (ii) the parties will have all remedies available to them at law or in equity; (iii) if any term or provision of this Amendment is determined to be unenforceable in any respect, the enforceability of the term or provision in any other respect and of the remaining provisions of this Amendment will not be impaired; (iv) both parties have full power and authority to enter into and perform this Amendment, and the representatives signing this Amendment on behalf of the parties have been previously authorized and empowered to enter into this Amendment; (v) except as otherwise provided for herein, this Amendment contains the entire understanding of the parties regarding the subject matter of this Amendment and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Amendment; (vi) this Amendment may be signed in counterparts; an electronic transmission of a signature page will be considered an original signature page.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date by their duly authorized representatives.

NATIONAL BANK OF CANADA  
as Administrative Agent

By   
Name Nicolas Laliberté  
Title Directeur - Director

  
Name Dominic Albanese  
Title Director

ACKNOWLEDGED AND AGREED TO BY:

PEER 1 NETWORK (USA) INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

4. **General.** The parties acknowledge and agree as follows: (i) no waiver will be binding on a party unless it is in writing and signed by the party making the waiver and a party's waiver of a breach of a provision of this Amendment will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision; (ii) the parties will have all remedies available to them at law or in equity; (iii) if any term or provision of this Amendment is determined to be unenforceable in any respect, the enforceability of the term or provision in any other respect and of the remaining provisions of this Amendment will not be impaired; (iv) both parties have full power and authority to enter into and perform this Amendment, and the representatives signing this Amendment on behalf of the parties have been previously authorized and empowered to enter into this Amendment; (v) except as otherwise provided for herein, this Amendment contains the entire understanding of the parties regarding the subject matter of this Amendment and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Amendment; (vi) this Amendment may be signed in counterparts; an electronic transmission of a signature page will be considered an original signature page.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date by their duly authorized representatives.

NATIONAL BANK OF CANADA  
as Administrative Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACKNOWLEDGED AND AGREED TO BY:

PEER 1 NETWORK (USA) INC.

By  \_\_\_\_\_  
Name Fabio Banducci  
Title President & Chief Executive Officer