

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                |
|-----------------------|----------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | LIEN           |

|                             |          |                |                     |
|-----------------------------|----------|----------------|---------------------|
| <b>CONVEYING PARTY DATA</b> |          |                |                     |
| Name                        | Formerly | Execution Date | Entity Type         |
| Q9 Networks, Inc.           |          | 10/16/2012     | CORPORATION: CANADA |

|                             |                                |
|-----------------------------|--------------------------------|
| <b>RECEIVING PARTY DATA</b> |                                |
| Name:                       | Bank of Montreal               |
| Also Known As:              |                                |
| Street Address:             | 234 Simcoe Street              |
| Internal Address:           | Agent Bank Services, 3rd Floor |
| City:                       | Toronto                        |
| State/Country:              | CANADA                         |
| Postal Code:                | M5T 1T4                        |
| Entity Type:                | CORPORATION: CANADA            |

|                                  |         |             |
|----------------------------------|---------|-------------|
| <b>PROPERTY NUMBERS Total: 3</b> |         |             |
| Property Type                    | Number  | Word Mark   |
| Registration Number:             | 2806993 | Q9          |
| Registration Number:             | 2795402 | Q9 NETWORKS |
| Registration Number:             | 2927814 | Q9EXPRESS   |

|   |   |
|---|---|
| <b>CORRESPONDENCE DATA</b>  |   |
| Fax Number:   | 2026599344                                      |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |   |
| Phone:  | (202) 659-9076                                  |
| Email:  | sgjdocketing@roylance.com, sstraub@roylance.com |
| Correspondent Name:   | Stephen G. Janoski                              |
| Address Line 1:   | 1300 19th Street, NW                            |
| Address Line 2:   | Suite 600                                       |
| Address Line 4:   | Washington, DISTRICT OF COLUMBIA 20036          |

|                         |       |
|-------------------------|-------|
| ATTORNEY DOCKET NUMBER: | 60009 |
|-------------------------|-------|

OP \$90.00 2806993

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Stephen A. Straub

Signature:

/Stephen A. Straub/

Date:

10/18/2012

Total Attachments: 6

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, replaced, supplemented, or otherwise modified, and including, for greater certainty, this preamble and the recitals hereto, this "Agreement"), made as of October 16, 2012, is between Q9 NETWORKS INC. (an Ontario corporation) (together with its successors and permitted assigns, the "Grantor"), and BANK OF MONTREAL, as administrative agent for and on behalf of the Secured Parties (as defined in the Debenture (as defined below)) (together with its successors and assigns, the "Administrative Agent").

### RECITALS:

**WHEREAS**, the Grantor has entered into a Debenture of even date herewith (as amended, amended and restated, replaced, supplemented, or otherwise modified, the "Debenture"), in favour of the Administrative Agent, and the Administrative Agent may wish to record, file, or register this Agreement at the Canadian Intellectual Property Office and the United States Patent and Trademark Office;

**THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. Initially capitalized terms used but not defined in this Agreement have the same meanings as in the Debenture.
2. Grant of Security Interest in Intellectual Property. As continuing security for the payment and performance of each of the Secured Obligations, the Grantor hereby pledges and grants a security interest (the "IP Security Interest") to the Administrative Agent, for the benefit of the Secured Parties in all of the Grantor's right, title and interest in, to, and under all of the following of the Grantor:
  - (a) the Canadian trademarks, if any, listed on Schedule A attached hereto; and
  - (b) the U.S. trademarks, if any, listed on Schedule B attached hereto;(collectively, the "IP Collateral").
3. Supplemental to Debenture. The IP Security Interest is granted in conjunction with the Security Interest and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Security Interest in the IP Collateral are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Debenture, the provisions of the Debenture shall control unless the Administrative Agent and Grantor shall otherwise determine, both acting reasonably.
4. Governing Law. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario without prejudice to or limitation of any

other rights or remedies available under the laws of any jurisdiction where property or assets of Grantor may be found.

5. Counterparts. This Agreement may be executed in any number of counterparts and by facsimile and/or scanned e-mail transmission, all of which taken together shall constitute one agreement.

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IN WITNESS WHEREOF, the Grantor and the Administrative Agent have executed this Agreement as of the date first above written.

**Q9 NETWORKS INC., as Grantor**

By: \_\_\_\_\_

Name:

Title:

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**BANK OF MONTREAL, as Administrative Agent**

By: \_\_\_\_\_

Name:

Title:

*Stephen Kelly*  
**Stephen Kelly  
Managing Director**

**SCHEDULE A**

**Canadian Trademarks**

| <b>Trade-mark</b> | <b>Status</b>   | <b>Owner of Record</b> |
|-------------------|---|------------------------|
| 1. Q9             | REGISTERED<br>App No.: 1065581<br>FD: 2000-06-30<br>Reg #: TMA561101<br>RD: 2002-04-30<br>Allowed: 2002-03-28 | Q9 Networks Inc.       |
| 2. Q9 NETWORKS    | REGISTERED<br>App No.: 1065579<br>FD: 2000-06-30<br>Reg #: TMA561295<br>RD: 2002-05-02<br>Allowed: 2002-04-12 | Q9 Networks Inc.       |
| 3. Q9express      | REGISTERED<br>App No.: 1164396<br>FD: 2003-01-10<br>Reg #: TMA605421<br>RD: 2004-03-16<br>Allowed: 2004-02-13 | Q9 Networks Inc.       |

**SCHEDULE B**

**U.S. Trademarks**

| <b>Trade-mark</b> | <b>Status</b>   | <b>Owner of Record</b> |
|-------------------|---|------------------------|
| 1. Q9             | REGISTERED<br>SN. No.: 76227953<br>FD: 2001-03-21<br>Reg #: 2806993<br>RD: 2004-01-20 | Q9 Networks Inc.       |
| 2. Q9 NETWORKS    | REGISTERED<br>SN. No.: 76227952<br>FD: 2001-03-21<br>Reg #: 2795402<br>RD: 2003-12-16 | Q9 Networks Inc.       |
| 3. Q9EXPRESS      | REGISTERED<br>SN. No.: 78271106<br>FD: 2003-07-07<br>Reg #: 2927814<br>RD: 2005-02-22 | Q9 Networks Inc.       |