

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:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
<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		
NAME OF SUBMITTER:	Stephen A. Straub		

OP \$90.00 2806993

Signature:	/Stephen A. Straub/
Date:	10/23/2012
<b>Total Attachments: 6</b> source=Intellectual Property Security Agreement-Second Lien.PDF#page1.tif source=Intellectual Property Security Agreement-Second Lien.PDF#page2.tif source=Intellectual Property Security Agreement-Second Lien.PDF#page3.tif source=Intellectual Property Security Agreement-Second Lien.PDF#page4.tif source=Intellectual Property Security Agreement-Second Lien.PDF#page5.tif source=Intellectual Property Security Agreement-Second Lien.PDF#page6.tif	

## SECOND LIEN 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 BARCLAYS BANK PLC, 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. Prior Lien. The lien created by this Agreement on the property described herein is junior and subordinate to the lien on such property created by any debenture, mortgage, deed of trust or similar instrument now or hereafter granted to Bank of Montreal, and its successors and assigns, in such property, in accordance with the provisions of the Intercreditor Agreement dated as of the date hereof among Bank of Montreal, as Administrative Agent for the First Priority Secured Parties (as defined therein), the Holder, as Administrative Agent for the Second Priority Secured Parties (as defined therein), 8201706 Canada Inc., a Canada corporation, as Parent, 2329497 Ontario Inc., an Ontario corporation, as Borrower, and the Credit Parties referred to therein, as amended, restated, modified or supplemented from time to time (the "**Intercreditor Agreement**"). The exercise of rights and remedies hereunder is subject to the Intercreditor Agreement. To the extent of any conflict, ambiguity or inconsistency between the terms of this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.
6. 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:

**BARCLAYS BANK PLC, as Administrative Agent**

By:  \_\_\_\_\_  
Name: David Barton  
Title: Director

SCHEDULE A

**Canadian Trademarks**

Trade-mark	Status	Owner of Record
1. Q9	REGISTERED App No.: 1065581 FD: 2000-06-30 Reg #: TMA561101 RD: 2002-04-30 Allowed: 2002-03-28	Q9 Networks Inc.
2. Q9 NETWORKS	REGISTERED App No.: 1065579 FD: 2000-06-30 Reg #: TMA561295 RD: 2002-05-02 Allowed: 2002-04-12	Q9 Networks Inc.
3. Q9express	REGISTERED App No.: 1164396 FD: 2003-01-10 Reg #: TMA605421 RD: 2004-03-16 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 SN. No.: 76227953 FD: 2001-03-21 Reg #: 2806993 RD: 2004-01-20	Q9 Networks Inc.
2. Q9 NETWORKS	REGISTERED SN. No.: 76227952 FD: 2001-03-21 Reg #: 2795402 RD: 2003-12-16	Q9 Networks Inc.
3. Q9EXPRESS	REGISTERED SN. No.: 78271106 FD: 2003-07-07 Reg #: 2927814 RD: 2005-02-22	Q9 Networks Inc.