

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HB Canada Communications LTD		02/04/2013	COMPANY: BRITISH COLUMBIA

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association, as Agent
Street Address:	Two Tower Center Boulevard
City:	East Brunswick
State/Country:	NEW JERSEY
Postal Code:	08816
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1518687	LEITCH
Registration Number:	1656070	INSCRIBER
Registration Number:	2478691	INTEGRATOR
Registration Number:	3081094	NEO
Registration Number:	3081095	NEO
Registration Number:	2752686	NEWSFLASH
Registration Number:	2049767	ROUTER WORKS

**CORRESPONDENCE DATA**

Fax Number:  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: daniel.cote@thomsonreuters.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Lien Solutions

OP \$190.00 1518687

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:

James Murray

Signature:

/daniel cote thomsonreuters/

Date:

04/10/2013

**Total Attachments: 14**

source=HB Canada Trademark#page1.tif  
source=HB Canada Trademark#page2.tif  
source=HB Canada Trademark#page3.tif  
source=HB Canada Trademark#page4.tif  
source=HB Canada Trademark#page5.tif  
source=HB Canada Trademark#page6.tif  
source=HB Canada Trademark#page7.tif  
source=HB Canada Trademark#page8.tif  
source=HB Canada Trademark#page9.tif  
source=HB Canada Trademark#page10.tif  
source=HB Canada Trademark#page11.tif  
source=HB Canada Trademark#page12.tif  
source=HB Canada Trademark#page13.tif  
source=HB Canada Trademark#page14.tif

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, HB CANADA COMMUNICATIONS LTD. (the successor by amalgamation to 0960471 B.C. Unlimited Liability Company), a company organized under the laws of British Columbia having a mailing address at c/o The Gores Group, 10877 Wilshire Boulevard, 18th Floor, Los Angeles, California 90024 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC BANK, NATIONAL ASSOCIATION ("PNC") and various other financial institutions (collectively, "Lenders") and PNC as agent for Lenders ("Agent") pursuant to (i) a certain Revolving Credit and Security Agreement, dated as of February 4, 2013, among Agent, Lenders, Borrower and the other credit parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated as of February 4, 2013, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

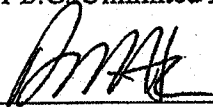
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the UK Obligations and the Canadian Obligations as such terms are defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

**[Remainder of Page Intentionally Left Blank]**

Dated: March \_\_, 2013

HB CANADA COMMUNICATIONS  
LTD. (as successor by amalgamation to  
0960471 B.C. Unlimited Liability Company)



---

Name: Daniel E. Abrams  
Its: Vice President and Assistant Secretary

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

---

Name:  
Its:

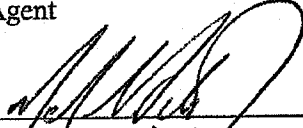
Dated: March \_\_\_\_, 2013

HB CANADA COMMUNICATIONS  
LTD. (as successor by amalgamation to  
0960471 B.C. Unlimited Liability Company)

---

Name:  
Its:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent



---

Name: *MARK A. LUTZ*  
Its: *Vice President*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On March 25, 2013 before me,

Tami Lynn McGuirt, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Daniel E. Abrams  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*[Signature]*  
Signature of Notary Public

Place Notary Seal Above



**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 21, 2013 before me, G. Martinez, Notary Public  
(Here insert name and title of the officer)

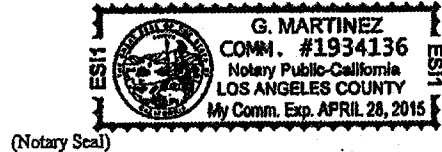
personally appeared Mark A. Tito

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

INTELLECTUAL PROPERTY SECURITY  
(Title or description of attached document)

AGREEMENT FOR HBC SOLUTIONS INC.  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer  
Vice President  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING THIS FORM**

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**SCHEDULE A**

Schedule A to a Trademark Assignment of Security dated February 4, 2013 (as amended and restated), by and between HB CANADA COMMUNICATIONS LTD. and PNC BANK, NATIONAL ASSOCIATION, as Agent.

Trademark	Matter No.	App Number	Reg. Number	Status	Country	Owner
<del>AMBEC</del>	<del>T351-1/</del>	<del>950148111</del>	<del>1006014</del>	<del>Registered</del>	<del>China (People's Republic)</del>	<del>HBC Solutions, Inc.</del>
<del>FLEXSTAR</del>	<del>T734/</del>	<del>3925106</del>	<del>3925106</del>	<del>Registered</del>	<del>China (People's Republic)</del>	<del>HBC Solutions, Inc.</del>
<del>FLEXSTAR</del>	<del>T734/</del>	<del>3682416</del>	<del>3682416</del>	<del>Registered</del>	<del>European Community</del>	<del>HBC Solutions, Inc.</del>
<del>FLEXSTAR</del>	<del>T734/</del>	<del>1271882</del>	<del>1271883</del>	<del>Registered</del>	<del>India</del>	<del>HBC Solutions, Inc.</del>
<del>FLEXSTAR</del>	<del>T734/</del>	<del>645820</del>	<del>838993</del>	<del>Registered</del>	<del>Mexico</del>	<del>HBC Solutions, Inc.</del>
<del>FLEXSTAR</del>	<del>T734/</del>	<del>2004703730</del>	<del>279221</del>	<del>Registered</del>	<del>Russian Federation</del>	<del>HBC Solutions, Inc.</del>
<del>LEITCH</del>	<del>T1005/</del>	<del>73/657902</del>	<del>1518687</del>	<del>Registered</del>	<del>United States of America</del>	<del>0960471 B.C. Unlimited Liability Company</del>
<del>MINOM</del>	<del>T277/</del>	<del>95053721</del>	<del>954619</del>	<del>Registered</del>	<del>China (People's Republic)</del>	<del>HBC Solutions, Inc.</del>
<del>POLYPHASE</del>	<del>T145/</del>	<del>491676</del>	<del>303564</del>	<del>Registered</del>	<del>Canada</del>	<del>HBC Solutions, Inc.</del>
<del>SIGMA</del>	<del>T304-1/</del>	<del>1530917</del>	<del>1530917</del>	<del>Registered</del>	<del>United Kingdom</del>	<del>HBC Solutions, Inc.</del>
<del>ADAC</del>	<del>T979/</del>	<del>828938</del>	<del>518735</del>	<del>Registered</del>	<del>Canada</del>	<del>0960471 B.C. Unlimited Liability Company</del>
<del>ADAC</del>	<del>T979/</del>	<del>1264191</del>	<del>1264191</del>	<del>Registered</del>	<del>United Kingdom</del>	<del>HBC Solutions, Inc.</del>
<del>BO/S</del>	<del>T981/</del>	<del>1041701</del>	<del>557048</del>	<del>Registered</del>	<del>Canada</del>	<del>0960471 B.C. Unlimited Liability Company</del>
<del>DIGIBUS</del>	<del>T984/</del>	<del>2123214</del>	<del>2123214</del>	<del>Registered</del>	<del>United Kingdom</del>	<del>0960471 B.C. Unlimited Liability Company</del>
<del>DIGITAL GLUE</del>	<del>T987/</del>	<del></del>	<del>766686</del>	<del>Registered</del>	<del>Australia</del>	<del>0960471 B.C. Unlimited Liability Company</del>

Schedule A



Trademark	Matter No.	App Number	Reg. Number	Status	Country	Owner
						Company
DPS and Design	T991/	1089862	573947	Registered	Canada	0960471 B.C. Unlimited Liability Company
DPS DIGITAL PROCESSING SYSTEMS and Design	T992/	1089861	599482	Registered	Canada	0960471 B.C. Unlimited Liability Company
GOS	T1002/	882648	528965	Registered	Canada	0960471 B.C. Unlimited Liability Company
INSCRIBER	T1002/	603423	541055	Registered	Benelux	0960471 B.C. Unlimited Liability Company
INSCRIBER	T1002/	603124	357501	Registered	Canada	0960471 B.C. Unlimited Liability Company
INSCRIBER	T1002/		93495794	Registered	France	0960471 B.C. Unlimited Liability Company
INSCRIBER	T1002/	J29846	2912415	Registered	Germany	0960471 B.C. Unlimited Liability Company
INSCRIBER	T1002/		704047	Registered	Italy	0960471 B.C. Unlimited Liability Company
INSCRIBER	T1002/	757-085398	4017440	Registered	Japan	0960471 B.C. Unlimited Liability Company
INSCRIBER	T1002/	38592	372846	Registered	Korea, Republic of	0960471 B.C. Unlimited Liability Company
INSCRIBER	T1002/	9510270	T9510270	Registered	Singapore	0960471 B.C. Unlimited Liability Company
INSCRIBER	T1002/		1793110	Registered	Spain	0960471 B.C. Unlimited Liability Company
INSCRIBER	T1002/	10544/1993	414589	Registered	Switzerland	0960471 B.C. Unlimited Liability Company

Trademark	Matter No.	App Number	Reg. Number	Status	Country	Owner
						Company
INSCRIBER	T1002/		824383	Registered	Taiwan	0960471 B.C. Unlimited Liability Company
INSCRIBER	T1002/	1548132	1548132	Registered	United Kingdom	0960471 B.C. Unlimited Liability Company
INSCRIBER CG FX Design	T1003/	1095533	578096	Registered	Canada	0960471 B.C. Unlimited Liability Company
INTEGRATOR	T1004/	804868	555374	Registered	Canada	0960471 B.C. Unlimited Liability Company
LEITCH	T1005/	777769	457416	Registered	Canada	0960471 B.C. Unlimited Liability Company
LEITCH	T1005/	960122011	1164151	Registered	China (People's Republic)	0960471 B.C. Unlimited Liability Company
LEITCH	T1005/	6192058	6192058	Registered	European Community	HBC Solutions, Inc.
LEITCH	T1005/	200307359	20030745 9AA	Registered	Hong Kong	0960471 B.C. Unlimited Liability Company
LEITCH	T1005/	1003599	1003599	Registered	India	0960471 B.C. Unlimited Liability Company
LEITCH	T1005/	TO2003C00 1337	1056036	Registered	Italy	HBC Solutions, Inc.
LEITCH	T1005/		4571678	Registered	Japan	0960471 B.C. Unlimited Liability Company
LEITCH	T1005/	15769	107599	Registered	Korea, Republic of	0960471 B.C. Unlimited Liability Company
LEITCH	T1005/	2123282	2123282	Registered	United Kingdom	0960471 B.C. Unlimited Liability Company



Trademark	Matter No.	App Number	Reg. Number	Status	Country	Owner
D-MAS	T908/A	77/045765	3367766	Registered	United States of America	HBC Solutions, Inc.
H and Design	T1167/	77/233774	3517604	Registered	United States of America	HBC Solutions, Inc.
NETGAIN	T1234/	77/570055	3811561	Registered	United States of America	HBC Solutions, Inc.
PARADIGM	T111/	75/116344	2234658	Registered	United States of America	HBC Solutions, Inc.
SPOTDATA	T883/	78/785070	3241597	Registered	United States of America	HBC Solutions, Inc.
3DX	T811/	78/552507	3137081	Registered	United States of America	HBC Solutions, Inc.
AIRWAVE	T524/	75/204455	2119698	Registered	United States of America	HBC Solutions, Inc.
CD Clearly Digital and Design	T343-1/	75/641076	3716802	Registered	United States of America	HBC Solutions, Inc.
DEXSTAR	T656/	76/455322	3846182	Registered	United States of America	HBC Solutions, Inc.
DIGIT	T327/	74/636053	1944296	Registered	United States of America	HBC Solutions, Inc.
DX	T417-1/	75/464721	2564838	Registered	United States of America	HBC Solutions, Inc.
DX DESTINY	T599/	76/297414	2648904	Registered	United States of America	HBC Solutions, Inc.
EPAL	T629/	78/216412	2795051	Registered	United States of America	HBC Solutions, Inc.
FLEXSTAR	T734/	78/391279	3104840	Registered	United States of America	HBC Solutions, Inc.
HPX	T1022/	77/111459	3658546	Registered	United States of America	HBC Solutions, Inc.
INTRAGUIDE	T442/	75/678777	2550459	Registered	United States of America	HBC Solutions, Inc.
INTRAPLEX	T880/	78/755802	3215163	Registered	United States of America	HBC Solutions, Inc.
MICROMAX	T975/	78/961983	3574180	Registered	United States of	HBC Solutions, Inc.

18

Trademark	Matter No.	App Number	Reg. Number	Status	Country	Owner
					America	
Miscellaneous Design (Serial Design for Audio Mixers)	T522/	75/204770	2123514	Registered	United States of America	HBC Solutions, Inc.
NETWARE	T887/	78/818883	3289001	Registered	United States of America	HBC Solutions, Inc.
PACIFIC RESEARCH & ENGINEERING	T752/	78/319811	3021813	Registered	United States of America	HBC Solutions, Inc.
PR&E	T519/	75/153379	2231086	Registered	United States of America	HBC Solutions, Inc.
RMXDIGITAL	T769/	78/481063	3105099	Registered	United States of America	HBC Solutions, Inc.
STEREOMIXER	T517/	75/749084	1541065	Registered	United States of America	HBC Solutions, Inc.
STL PLUS	T597/	78/294268	2999025	Registered	United States of America	HBC Solutions, Inc.
SYNCHROCAST	T598/	76/303508	252663	Registered	United States of America	HBC Solutions, Inc.
ZX	T882/	78/813925	3336825	Registered	United States of America	HBC Solutions, Inc.
COOL PLAY	T888/	78/529632	3349990	Registered	United States of America	HBC Solutions, Inc.
DIAMOND CD	T391-1/	75/279317	2430185	Registered	United States of America	HBC Solutions, Inc.
ECDI	T715/	78/208533	2921558	Registered	United States of America	HBC Solutions, Inc.
PLATINUM SERIES	T277/	74/157372	1762496	Registered	United States of America	HBC Solutions, Inc.
PLATINUM SERIES INTELLIGENT TRANSMITTER	T829/	78/609796	3395878	Registered	United States of America	HBC Solutions, Inc.
POWERCD	T729/	78/268826	2973475	Registered	United States of America	HBC Solutions, Inc.
POWERSMART	T1223/	77/553656	3729466	Registered	United States of America	HBC Solutions, Inc.
SIGMA	T304-1/	74/369935	1944462	Registered	United States of America	HBC Solutions, Inc.

Trademark	Matter No.	App Number	Reg. Number	Status	Country	Owner
<del>ASI STAR</del>	T1057/	77/110611	3550795	Registered	United States of America	HBC Solutions, Inc.
CINESOUND	T1080/	75/843125	2643480	Registered	United States of America	HBC Solutions, Inc.
CONNECTUS	T1233/	77/604302	3764595	Registered	United States of America	HBC Solutions, Inc.
<del>DISCREET</del>	T1041/	75/908978	2737248	Registered	United States of America	HBC Solutions, Inc.
<del>MENTWORKS</del>	T996/	811332	514748	Registered	Canada	0960471 B.C. Unlimited Liability Company
<del>FLEXICORP</del>	<del>T1120/</del>	<del>77/265889</del>	<del>2926255</del>	<del>Registered</del>	United States of America	HBC Solutions, Inc.
<del>GEN-STAR</del>	<del>T1058/</del>	<del>77/110610</del>	<del>3431985</del>	<del>Registered</del>	United States of America	HBC Solutions, Inc.
<del>GEN-STAR</del>	<del>T1055/</del>	<del>77/110631</del>	<del>3431989</del>	<del>Registered</del>	United States of America	HBC Solutions, Inc.
INSCRIBER	T1002/	74/063051	1656070	Registered	United States of America	0960471 B.C. Unlimited Liability Company
INTEGRATOR	T1004/	75/646430	2478691	Registered	United States of America	0960471 B.C. Unlimited Liability Company
<del>INVENIO</del>	<del>T623/</del>	<del>76/358565</del>	<del>3128961</del>	<del>Registered</del>	France	HBC Solutions, Inc.
<del>INVENIO</del>	<del>T623/</del>	<del>76/358565</del>	<del>2751169</del>	<del>Registered</del>	United States of America	HBC Solutions, Inc.
NEO	T1010/	76/336644	3081094	Registered	United States of America	0960471 B.C. Unlimited Liability Company
NEO and Design	T1012/	76/336645	3081095	Registered	United States of America	0960471 B.C. Unlimited Liability Company
NEWSFLASH	T1013/	76/463218	2752686	Registered	United States of America	0960471 B.C. Unlimited Liability Company
<del>NEWSFLASH</del>	<del>T1101/</del>	<del>77/229343</del>	<del>3745865</del>	<del>Registered</del>	United States of America	HBC Solutions, Inc.

Trademark	Matter No.	App Number	Reg. Number	Status	Country	Owner
NEXIO AMP	T102/	77/222349	3702099	Registered	United States of America	HBC Solutions, Inc.
EDINERAMES	T1079/	74/112765	1788780	Registered	United States of America	HBC Solutions, Inc.
ROUTER WORKS	T1020/	74/681657	2049767	Registered	Canada	0960471 B.C. Unlimited Liability Company
ROUTER WORKS	T1020/	74/681657	2049767	Registered	United States of America	0960471 B.C. Unlimited Liability Company
STAFF	T1021/	75/999182	2802685	Registered	United States of America	HBC Solutions, Inc.
TITLEMOTION	T1028/	1009444	535293	Registered	Canada	0960471 B.C. Unlimited Liability Company
VIDEORUNNER	T1228/	1160848	608543	Registered	Canada	HBC Solutions, Inc.
VIDEORUNNER	T1228/	1535590	1535590	Registered	European Community	HBC Solutions, Inc.
VIDEORUNNER	T1228/	75/930408	2802690	Registered	United States of America	HBC Solutions, Inc.
VIDEORUNNER	T1078/	73/782850	1561992	Registered	United States of America	HBC Solutions, Inc.
WINJEST	T024/	76/358537	2882289	Registered	United States of America	HBC Solutions, Inc.
DAL	T916/	943316	943316	Registered	European Community	HBC Solutions, Inc.
DAL	T916/A	6884639	6884639	Registered	European Community	HBC Solutions, Inc.
TEKNICHE	T1027/	821208314		Pending	Brazil	0960471 B.C. Unlimited Liability Company
FLEXSTAR	T734/	826168990		Opposed	Brazil	HBC Solutions, Inc.