

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
Masstech Group Inc.		10/10/2013	a company existing under the Business Corporation Act (Ontario): CANADA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3905315	CATCHBLUE
Registration Number:	3662744	MASSTRANSIT
Registration Number:	3572374	M-CONNECT
Registration Number:	3282244	MASSTECH
Registration Number:	3380113	MASSPROXY
Registration Number:	3597015	SAVI
Registration Number:	3380114	MASSBROWSE
Registration Number:	3387429	MASSCHANNEL
Registration Number:	3659726	MMB
Registration Number:	3383914	MASSTORE
Registration Number:	3741471	MASSMEDIABOX

OP \$340.00 3905315

Registration Number:	3273961	MASSLOGGER
Registration Number:	3273964	DRAC

CORRESPONDENCE DATA

Fax Number: 7349302494
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 734-761-3780
 Email: asujek@bodmanlaw.com
 Correspondent Name: Angela Alvarez Sujek - Bodman PLC
 Address Line 1: 201 South Division, Suite 400
 Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	10/14/2013

Total Attachments: 6
 source=EXECUTED - Intellectual Property Security Agreement (Masstech Group Inc)#page1.tif
 source=EXECUTED - Intellectual Property Security Agreement (Masstech Group Inc)#page2.tif
 source=EXECUTED - Intellectual Property Security Agreement (Masstech Group Inc)#page3.tif
 source=EXECUTED - Intellectual Property Security Agreement (Masstech Group Inc)#page4.tif
 source=EXECUTED - Intellectual Property Security Agreement (Masstech Group Inc)#page5.tif
 source=EXECUTED - Intellectual Property Security Agreement (Masstech Group Inc)#page6.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Masstech Group Inc.)**

This Intellectual Property Security Agreement is entered into as of October 10, 2013, between COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank") and MASSTECH GROUP INC., a company existing under the *Business Corporation Act* (Ontario) ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations ("**Financial Accommodations**") to Grantor and 1293551 ONTARIO INC., a company existing under the *Business Corporation Act* (Ontario) ("**Co-Borrower**") pursuant to a Loan Agreement made as of October 10, 2013, among Bank, Grantor, and Co-Borrower, as amended, restated, replaced and supplemented from time to time.

B. Bank is willing to make the Financial Accommodations to Grantor and Co-Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations. Grantor executed and delivered to Bank that certain General Security Agreement dated as of even date herewith (the "**Security Agreement**"). Capitalized terms used herein are used as defined in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Masstech Group Inc.
140 Allstate Parkway, Suite 101
Markham, Ontario L3R 0Y8
Attn: CFO 5
Fax: 905-946-5704

GRANTOR:

MASSTECH GROUP INC.

By: 

Name: Michael Wolfe

Title: CFO

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: _____

Name: _____

Title: _____

With a copy to:

Comerica Bank
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M4W 3E2
Attn: Robert C. Rosen
Fax: 416.367.2460

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Masstech Group Inc.
140 Allstate Parkway, Suite 101
Markham, Ontario L3R 0A8
Attn: CFO
Fax: 905-946-5704

GRANTOR:

MASSTECH GROUP INC.

By: _____

Name: _____

Title: _____

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By:  _____

Name: B. AIRMAN _____

Title: VP _____

With a copy to:

Comerica Bank
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M4W 3E2
Attn: Robert C. Rosen
Fax: 416.367.2460

[Signature Page to Intellectual Property Security Agreement (3000058)]

TRADEMARK

REEL: 005130 FRAME: 0438

EXHIBIT A

Copyrights

Nil.

EXHIBIT B**Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
Distributed redundant adaptive cluster	11/732020	4/2/07	7,873,702	1/18/11

Pending Patent Applications

Title	Application No.	Publication No.	Publication Date	Filing Date
Disaster recovery	11/731,925	US20070245392 A1	10/18/07	4/2/07
Encoding, decoding and transcoding of audio/video signals using combined parallel and serial processing techniques	11/732,028	US20070230586 A1	10/4/07	4/2/07
Serial processing of video signals using a programmable hardware device	11/731,918	US20070230579 A1	10/4/07	4/2/07
Mass media box process	11/732,021	US20070245388 A1	10/18/07	4/2/07
Dynamic disaster recovery	11/731,988	US20070230902 A1	10/4/07	4/2/07
Interface for seamless integration of a non-linear editing system and a data archive system	11/732,004	US20070233741 A1	10/4/07	4/2/07
Random access searching with frame accuracy and without indexing within windows media video	11/732,015	US20070230898 A1	10/4/07	4/2/07

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
CATCHBLUE	77/826072	9/14/09	3,905,315	1/11/11
MASSTRANSIT	77/513342	7/2/08	3,662,744	8/4/09
M-CONNECT	77/513349	7/2/08	3,572,374	2/10/09
MASSTECH	77/066456	12/18/06	3,282,244	8/21/07
MASSPROXY	77/029713	10/26/06	3,380,113	2/12/08
SAVI	77/029833	10/26/06	3,597,015	3/31/09
MASSBROWSE	77/029786	10/26/06	3,380,114	2/12/08
MASSCHANNEL	77/029744	10/26/06	3,387,429	2/26/08
MMB	77/030075	10/26/06	3,659,726	7/28/09
MASSTORE	77/029742	10/26/06	3,383,914	2/19/08
MASSMEDIABOX	77/030072	10/26/06	3,741,471	1/26/10
MASSLOGGER	77/029710	10/26/06	3,273,961	8/7/07
DRAC	77/030010	10/26/06	3,273,964	8/7/07