

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATX Networks Corp.		06/12/2015	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4116903	DIGIMAX	
Registration Number:	2871391	MAXNET	
Registration Number:	4014816	PCI FILTERS	
Registration Number:	2869134	PCI FILTERS	
Registration Number:	3500527	Q-SERIES	
Registration Number:	2239332	RF WORX	
Registration Number:	2962433	SIGNALON	
Registration Number:	3793415	UCRYPT	
Registration Number:	4306712	VERSATIVE	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	668378-10		

CH \$240.00 4116903

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/15/2015
Total Attachments: 4 source=6-15-15 ATX Networks Corp-TM#page1.tif source=6-15-15 ATX Networks Corp-TM#page2.tif source=6-15-15 ATX Networks Corp-TM#page3.tif source=6-15-15 ATX Networks Corp-TM#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 12, 2015, is made by ATX Networks Corp. (the "Grantor"), in favor of BNP Paribas ("BNPP"), as Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor is a party to a Security Agreement, dated as of June 12, 2015, in favor of the Collateral Agent (the "Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and in accordance with the terms and obligations set forth in the Security Agreement, the Grantor agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) of such Grantor, the Grantor hereby grants a security interest in, and assigns, charges, hypothecates and pledges to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Trademark Collateral" means each Grantor's right, title and interest in, to and under

- (a) all Intellectual Property comprising of or relating to trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all proceeds (as defined in the Security Agreement) of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any of the foregoing.

SECTION 3. Certain Exclusions. Notwithstanding anything herein to the contrary, in no event will the Trademark Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

SECTION 4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests granted by them in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the terms of this Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

ATX NETWORKS CORP.,
as Grantor

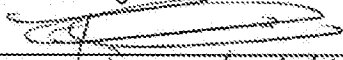
By: 
Name: Ryan Kaplan
Title:

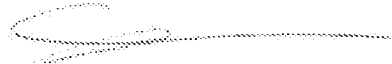
Signature Page to Trademark Security Agreement

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ACCEPTED AND AGREED:

BNP PARIBAS,
as Collateral Agent

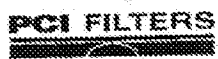

By: 
Name: David G. G.
Title: MD

By: 
Name: Yumiko Licznarski
Title: Director

Signature Page to Trademark Security Agreement

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SCHEDULE I
TRADEMARK REGISTRATIONS
TRADEMARKS

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
DIGIMAX	85073825 (June 29, 2010)	4116903 (March 27, 2012)	ATX Networks Corp.
MAXNET	78143844 (July 15, 2002)	2871391 (August 10, 2004)	ATX Networks Corp.
PCI FILTERS	85074928 (June 30, 2010)	4014816 (August 23, 2011)	ATX Networks Corp.
PCI FILTERS and Design 	78143838; (July 15, 2002)	2869134 (August 3, 2004)	ATX Networks Corp.
Q-SERIES	76675212 (April 9, 2007)	3500527 (September 16, 2008)	ATX Networks Corp.
RF WORX	75194010 (November 6, 1996)	2239332 (April 13, 1999)	ATX Networks Corp.
SIGNALON	78365436 (February 10, 2004)	2962433 (June 14, 2005)	ATX Networks Corp.
UCRYPT and Design 	76695368 (January 21, 2009)	3793415 (May 25, 2010)	ATX Networks Corp.
VERSATIVE	85616076 (May 3, 2012)	4306712 (March 19, 2013)	ATX Networks Corp.