

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
Tangoe, Inc.		12/23/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX Venture Finance LLC
Street Address:	245 Park Avenue
Internal Address:	19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2781611	TANGOE
Registration Number:	3537104	TANGOE
Registration Number:	3429347	RATEALYZER
Registration Number:	3433950	REQUESTIT
Registration Number:	3433948	PURCHASINGIT
Registration Number:	3192967	INTERNODED WIRELESS ADVANTAGE
Registration Number:	3183755	INTERNODED WIRELESS ADVANTAGE
Registration Number:	3183756	INTERNODED
Registration Number:	3183754	INTERNODED
Registration Number:	2030118	INTERNODED
Registration Number:	3453536	COMMCARE

CORRESPONDENCE DATA

Fax Number: (703)415-1557

900125624

**TRADEMARK
 REEL: 003925 FRAME: 0634**

CH \$290.00 2781611

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8120809
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	01/28/2009

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 23, 2008 by and between **ORIX Venture Finance LLC** ("ORIX") and **Tangoe, Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated March 9, 2007 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with contemporaneous notice thereof, (ii) upon request by Secured Party, providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection

of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Limited Consent and Second Amendment to Loan Agreement dated as of December 23, 2008 between Borrowers and ORIX; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

TANGOE, INC.

By 
Title PRESIDENT - CEO

Address of ORIX:

ORIX VENTURE FINANCE LLC

245 Park Avenue 19th Floor
New York, New York 10167

By _____
Kevin P. Sheehan,
President and CEO

of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Limited Consent and Second Amendment to Loan Agreement dated as of December __, 2008 between Borrowers and ORIX; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

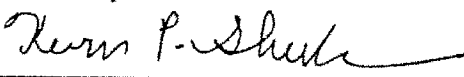
TANGOE, INC.

By _____
Title _____

Address of ORIX:

ORIX VENTURE FINANCE LLC

245 Park Avenue 19th Floor
New York, New York 10167

By 
Name: Kevin P. Sheehan
Title: President

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
“Tangoe”	2,781,611	November 7, 2002
Tangoe and Design	3,537,104	November 25, 2008
RATEALYZER	3,429,347	May 20, 2008
REQUESTIT	3,433,950	May 27, 2008
PURCHASINGIT	3,433,948	May 27, 2008
INTERNODED WIRELESS ADVANTAGE	3,192,967	January 1, 2007
INTERNODED WIRELESS ADVANTAGE	3,183,755	February 3, 2006
INTERNODED	3,183,756	December 12, 2006
INTERNODED	3,183,754	December 12, 2006
INTERNODED	2,030,118	January 14, 1997
COMMCARE	3,453,536	June 24, 2008

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System for Managing Equipment, Services and Service Provider Agreements (issued patent)	7,065,496 B2	June 20, 2006
System For Managing Services And Service Provider Agreements (patent application)	7,412,403	August 12, 2008
System For Managing Equipment, Services And Service Provider Agreements (European patent application)	04710678.6	February 12, 2004
Apparatus and method for provisioning wireless data communication devices	11/717,851	March 14, 2007
Provisioning a User Device for Multiple Services	US20070293264	Published December 20, 2007
System and Method for Analyzing Wireless Communication Data	US20080119163	Published May 22, 2008

SCHEDULE C

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BillingIT Browser: version 1	TX-u1028782	May 9, 2002

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