

**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
Vonage Marketing LLC		12/14/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	101 S. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	N.A.: UNITED STATES

**PROPERTY NUMBERS Total: 62**

Property Type	Number	Word Mark
Registration Number:	3356037	A BETTER WAY TO PHONE FOR LESS
Registration Number:	2938970	BANDWIDTH SAVER
Registration Number:	2977879	BLASTME
Registration Number:	2999303	CLICK-2-CALL
Registration Number:	2943178	NETWORK AVAILABILITY NUMBER
Registration Number:	3383408	ONE SMART DECISION
Registration Number:	2614775	REDEFINING COMMUNICATIONS
Registration Number:	2938969	REFER-A-FRIEND
Registration Number:	2977878	SIMULRING
Registration Number:	3808379	
Registration Number:	3483819	STARTS LOW AND STAYS LOW
Registration Number:	3354060	THE NEW WAY TO PHONE
Registration Number:	3306420	THE POWER OF FREE
Registration Number:	3325142	TOLL FREE PLUS

OP \$1565.00 3356037

**900178911**

**TRADEMARK**  
**REEL: 004432 FRAME: 0333**

Registration Number:	3359404	VOICEMAIL PLUS
Registration Number:	3464719	VOICEMAIL YOU CAN READ
Registration Number:	2614773	VONAGE
Registration Number:	3681594	V
Registration Number:	3440689	VONAGE
Registration Number:	3687598	V
Registration Number:	3709526	VONAGE COMPANION
Registration Number:	2848258	VONAGE DIGITAL VOICE
Registration Number:	3459172	VONAGE ME
Registration Number:	3756191	VONAGE MOBILE
Registration Number:	3740428	VONAGE MOBILE
Registration Number:	3821774	VONAGE MOBILE
Registration Number:	3683914	VONAGE PRO
Registration Number:	3341086	VONAGE SOFTPHONE
Registration Number:	3829340	VONAGE SOUNDS GOOD
Registration Number:	3399990	VONAGE TALK
Registration Number:	3305556	VONAGE V-FORECAST
Registration Number:	3402833	VONAGE VISUAL VOICEMAIL
Registration Number:	3370706	VONAGE V-PHONE
Registration Number:	3295454	VONAGE WIFI
Registration Number:	3874587	VONAGE WORLD
Registration Number:	3355801	VONAGELAND
Registration Number:	3294945	VONATIONS
Registration Number:	3294946	VONATIONS
Registration Number:	3294947	VONATIONS
Registration Number:	3303741	VONATIONS
Registration Number:	3294954	VONATIONS
Registration Number:	3303742	VONATIONS
Registration Number:	3554867	V-PORTAL
Serial Number:	77888707	ANYWHERE BOX
Serial Number:	77383897	EVERYONE NEEDS A LITTLE VIDEO
Serial Number:	77383879	MORE THAN JUST YOUR PHONE
Serial Number:	77462805	MYVONAGE
Serial Number:	85070852	V V-FREE
Serial Number:	85122765	VONAGE IM

Serial Number:	85036574	VONAGE LITE
Serial Number:	85123941	VONAGE SUENA MUY BIEN
Serial Number:	85009388	VONAGE SOUNDS GOOD
Serial Number:	85009421	V
Serial Number:	85009306	
Serial Number:	85157697	V CHAT
Serial Number:	85157702	V OFFICE
Serial Number:	85157716	V HOME
Serial Number:	85158180	VUENO VONITO VARATO
Serial Number:	85158191	VONAGE WORLD VUENO VONITO VARATO VONAGE
Serial Number:	85173759	VONAGE HOME & BUSINESS
Serial Number:	85181180	PADCONFERENCE
Serial Number:	85181313	VONAGE

**CORRESPONDENCE DATA**

Fax Number: (800)516-6304  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 614-280-3566  
Email: james.murray@wolterskluwer.com  
Correspondent Name: James Murray  
Address Line 1: 4400 Easton Commons Way, Suite 125  
Address Line 2: CT Lien Solutions  
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	12/16/2010

Total Attachments: 8  
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of December 14, 2010, by VONAGE MARKETING LLC (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and

deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VONAGE MARKETING LLC

By: 

Name: Kurt Rogers

Title: Vice President & Secretary

[Trademark Security Agreement Signature Page]

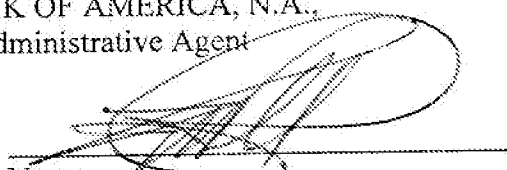
Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

  
**Henry Pennell**  
**Vice President**

*[Trademark Security Agreement Signature Page]*

**TRADEMARK**  
**REEL: 004432 FRAME: 0339**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>Owner</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Mark</b>
Vonage Marketing LLC	77/207327	3,356,037	A BETTER WAY TO PHONE FOR LESS
Vonage Marketing LLC	76/562133	2,938,970	BANDWIDTH SAVER
Vonage Marketing LLC	76/562022	2,977,879	BLASTME
Vonage Marketing LLC	76/56127	2,999,303	CLICK-2-CALL
Vonage Marketing LLC	76/562011	2,943,178	NETWORK AVAILABILITY NUMBER
Vonage Marketing LLC	78/963734	3,383,408	ONE SMART DECISION
Vonage Marketing LLC	76/254473	2,614,775	REDEFINING COMMUNICATIONS
Vonage Marketing LLC	76/562130	2,938,969	REFER-A-FRIEND
Vonage Marketing LLC	76/562020	2,977,878	SIMULRING
Vonage Marketing LLC	77/772460	3,808,379	Sound Wave Design
Vonage Marketing LLC	77/315551	3,483,819	STARTS LOW AND STAYS LOW
Vonage Marketing LLC	78/855700	3,354,060	THE NEW WAY TO PHONE
Vonage Marketing LLC	77/147326	3,306,420	THE POWER OF FREE
Vonage Marketing LLC	76/562010	3,325,142	TOLL FREE PLUS
Vonage Marketing LLC	77/172802	3,359,404	VOICEMAIL PLUS
Vonage Marketing LLC	77/211587	3,464,719	VOICEMAIL YOU CAN READ
Vonage Marketing LLC	76/254145	2,614,773	VONAGE



Vonage Marketing LLC	78/870810	3,681,594	V & Dot Logo
Vonage Marketing LLC	78/870744	3,440,689	VONAGE & Dot Logo
Vonage Marketing LLC	78/870791	3,687,598	V & Dot in Circle Logo
Vonage Marketing LLC	77/411301	3,709,526	VONAGE COMPANION
Vonage Marketing LLC	76/366398	2,848,258	VONAGE DIGITAL VOICE
Vonage Marketing LLC	77/211610	3,459,172	VONAGE ME
Vonage Marketing LLC	78/801236	3,756,191	VONAGE MOBILE
Vonage Marketing LLC	77/274262	3,740,428	VONAGE MOBILE
Vonage Marketing LLC	77/894837	3,821,774	VONAGE MOBILE
Vonage Marketing LLC	77/416187	3,683,914	VONAGE PRO
Vonage Marketing LLC	78/602295	3,341,086	VONAGE SOFTPHONE
Vonage Marketing LLC	77/735214	3,829,340	VONAGE SOUNDS GOOD
Vonage Marketing LLC	78/893098	3,399,990	VONAGE TALK
Vonage Marketing LLC	77/053672	3,305,556	VONAGE V-FORECAST
Vonage Marketing LLC	77/211568	3,402,833	VONAGE VISUAL VOICEMAIL
Vonage Marketing LLC	78/893071	3,370,706	VONAGE V-PHONE
Vonage Marketing LLC	78/801254	3,295,454	VONAGE WIFI
Vonage Marketing LLC	77/806590	3,874,587	VONAGE WORLD
Vonage Marketing LLC	77/149187	3,355,801	VONAGELAND
Vonage Marketing LLC	78/638257	3,294,945	VONATIONS
Vonage Marketing LLC	78/638295	3,294,946	VONATIONS
Vonage Marketing LLC	78/638316	3,294,947	VONATIONS
Vonage Marketing	78/642362	3,303,741	VONATIONS & Design

LLC			
Vonage Marketing LLC	78/642393	3,294,954	VONATIONS & Design
Vonage Marketing LLC	78/642420	3,303,742	VONATIONS & Design
Vonage Marketing LLC	77/254485	3,554,867	V-PORTAL

**Trademark Applications:**

Owner	App. No./Serial No.	Mark
Vonage Marketing LLC	77/888,707	ANYWHERE BOX
Vonage Marketing LLC	77/383,897	EVERYONE NEEDS A LITTLE VIDEO
Vonage Marketing LLC	77/383,879	MORE THAN JUST YOUR PHONE
Vonage Marketing LLC	77/462,805	MYVONAGE
Vonage Marketing LLC	85/070,852	V-FREE & Design
Vonage Marketing LLC	85/122,765	VONAGE IM
Vonage Marketing LLC	85/036,574	VONAGE LITE
Vonage Marketing LLC	85/123,941	VONAGE SUENA MUY BIEN
Vonage Marketing LLC	85/009,388	VON VONAGE VONAGE SOUNDS G VONAGE SOUNDS GOOD (Motion Mark) – (claiming orange, blue & white colors)
Vonage Marketing LLC	85/009,421	Sound Wave Design
Vonage Marketing LLC	85/009,306	Sound Mark
Vonage Marketing LLC	85/157,697	V CHAT
Vonage Marketing LLC	85/157,702	V OFFICE
Vonage Marketing LLC	85/157,716	V HOME
Vonage Marketing LLC	85/158,180	VUENO VONITO VARATO

Vonage Marketing LLC	85/158,191	VONAGE WORLD VUENO VONITO VARATO VONAGE
Vonage Marketing LLC	85/173,759	VONAGE HOME & BUSINESS
Vonage Marketing LLC	85/181,180	PADCONFERENCE
Vonage Marketing LLC	85/181,313	VONAGE