

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to IP Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tangoe, Inc.		01/21/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX VENTURE FINANCE LLC
Street Address:	245 PARK AVENUE, 19TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2781611	TANGOE
Registration Number:	3537104	TANGOE
Registration Number:	2030118	INTERNODED
Registration Number:	3192967	INTERNODED WIRELESS ADVANTAGE
Registration Number:	3183756	INTERNODED
Registration Number:	3183755	INTERNODED WIRELESS ADVANTAGE
Registration Number:	3183754	INTERNODED
Registration Number:	3453536	COMMCARE
Registration Number:	3429347	RATEALYZER
Registration Number:	3433950	REQUESTIT
Registration Number:	3433948	PURCHASINGIT
Registration Number:	2859204	TRAQ-WIRELESS

CORRESPONDENCE DATA

900190024

**TRADEMARK
 REEL: 004527 FRAME: 0093**

OP \$315.00 2781611

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Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	L059078
NAME OF SUBMITTER:	Catherine C. Fisk
Signature:	/Catherine C. Fisk/
Date:	04/22/2011

Total Attachments: 6
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**AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amendment to Intellectual Property Security Agreement is entered into as of **January 21, 2011** 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") and that certain Intellectual Property Security Agreement dated March 9, 2007 (as amended from time to time, the "IP Security 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).

C. The parties wish to amend the IP Security Agreement to update Schedules A, B and C thereto.

Therefore the parties agree as follows:

1. Schedules A, B and C to the IP Security Agreement are hereby amended to read as set forth on Schedules A, B and C hereto.


2. As expressly amended hereby, the IP Security Agreement is hereby ratified and confirmed and the same continues in full force and effect. This Amendment is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement or the IP Security Agreement, and ORIX's rights hereunder and thereunder are cumulative. This Amendment, the IP Security 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 Amendment 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 Amendment, 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 Amendment 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.

[Signatures on Next Page]

Address of Grantor:

35 Executive Boulevard
Orange, CT 06477

TANGOE, INC.

By 
Title CEO + Founder

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Mr. Kevin Sheehan

ORIX Venture Finance LLC

By _____
Kevin P. Sheehan,
President and CEO

Form: Version-1

[Signature Page—Amendment to Intellectual Property Security Agreement]

Address of Grantor:

35 Executive Boulevard
Orange, CT 06477

TANGOE, INC.

By _____
Title _____

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Mr. Kevin Sheehan

ORIX Venture Finance LLC

By Kevin P. Sheehan
Kevin P. Sheehan,
President and CEO

Form: Version-1

[Signature Page—Amendment to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TANGOE	2,781,611	11/11/2003
TANGOE and Design	3,537,104	11/25/2008
INTERNODED	2,030,118	1/14/1997
INTERNODED WIRELESS ADVANTAGE	3,192,967	1/2/2007
INTERNODED	3,183,756	12/12/2006
INTERNODED WIRELESS ADVANTAGE	3,183,755	12/12/2006
INTERNODED	3,183,754	12/12/2006
COMMCARE	3,453,536	6/24/2008
RATEALYZER	3,429,347	5/20/2008
REQUESTIT	3,433,950	5/27/2008
PURCHASINGIT	3,433,948	5/27/2008
TRAQ-WIRELESS	2,859,204	7/6/2004

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Patent Number/ Application Number</u>	<u>Issue Date/ Application Date</u>
Provisioning a user device for multiple services	7,844,263	Issued 11/30/2010
Pooling groups of wireless communication users	7,664,484	Issued 2/16/2010
System for managing services and service provider agreements	7,412,403	Issued 8/12/2008
System for managing equipment, services and service provider agreements	7,065,496	Issued 6/20/2006
Providing a rebate to a user of a telecommunication plan	7,761,083	Issued 7/20/2010
System and method for analyzing wireless communication data	7,366,493	Issued 4/29/2008
System and method for analyzing wireless communication data	7,184,749	Issued 2/27/2007
System and method for determining optimal wireless communication service plans based on historical projection analysis	7,072,639	Issued 7/4/2006
System and method for determining optimal wireless communication service plans based on spectrum licenses	6,813,488	Issued 11/2/2004
System and method for analyzing wireless communication records and for determining optimal wireless communication service plans	6,681,106	Issued 1/20/2004
System and method for determining optimal wireless communication service plans	6,574,465	Issued 6/3/2003
Apparatus and method for provisioning wireless data communication devices	11/717851	Pending; 3/14/2007
Systems and methods for streamlining the provisioning of wireless applications in an organization	11/831133	Pending; 7/31/2007
System and method for analyzing wireless communication data	11/843188	Pending; 8/22/2007

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BillingIT browser: version 1.	TXu 1-028-782	5/9/2002