

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		07/29/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	3356037	A BETTER WAY TO PHONE FOR LESS
Registration Number:	3982249	ANYWHERE BOX
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

TRADEMARK

900198498

REEL: 004594 FRAME: 0934

CH \$1515.00 3356037

Registration Number:	3325142	TOLL FREE PLUS
Registration Number:	3987090	V V-FREE
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:	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:	3954915	VONAGE SUENA MUY BIEN
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:	85122765	VONAGE IM
Serial Number:	85009388	VONAGE SOUNDS GOOD
Serial Number:	85009421	V
Serial Number:	85009306	

	85158180	VUENO VONITO VARATO
Serial Number:	85158191	VONAGE WORLD VUENO VONITO VARATO VONAGE
Serial Number:	85181180	PADCONFERENCE
Serial Number:	85181313	VONAGE
Serial Number:	85188328	TABCONFERENCE
Serial Number:	85288293	TIME TO CALL
Serial Number:	85308557	VONAGE
Serial Number:	85327706	V
Serial Number:	85339954	EXTENSIONS
Serial Number:	85341126	VONAGE
Serial Number:	85360439	VONAGE

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-37940
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/01/2011

Total Attachments: 9
source=Vonage - Trademark Security Agreement#page1.tif
source=Vonage - Trademark Security Agreement#page2.tif
source=Vonage - Trademark Security Agreement#page3.tif
source=Vonage - Trademark Security Agreement#page4.tif
source=Vonage - Trademark Security Agreement#page5.tif
source=Vonage - Trademark Security Agreement#page6.tif
source=Vonage - Trademark Security Agreement#page7.tif
source=Vonage - Trademark Security Agreement#page8.tif
source=Vonage - Trademark Security Agreement#page9.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of July 29, 2011, by VONAGE MARKETING LLC (“Pledgor”), in favor of JPMORGAN CHASE BANK, 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 such Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property); and
- (d) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

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 affirms 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 Secured 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 here-to 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,
as a Pledgor

By 

Name: Kurt Rogers

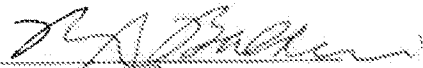
Title: Vice President & Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004594 FRAME: 0939


Accepted and Agreed:





JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: Richard J. Baldwin
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

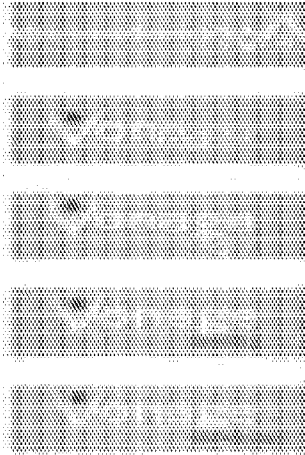

Trademark Registrations:





Owner	Serial No.	Reg. No.	Mark
Vonage Marketing LLC	77/207327	3,356,037	A BETTER WAY TO PHONE FOR LESS
Vonage Marketing LLC	77/888707	3,982,249	ANYWHERE BOX
Vonage Marketing LLC	76/562133	2,938,970	BANDWIDTH SAVER
Vonage Marketing LLC	76/562022	2,977,879	BLASTME
Vonage Marketing LLC	76/562127	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

Owner	Serial No.	Reg. No.	Mark
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	85/070852	3,987,090	 V-FREE & DESIGN
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	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

Owner	Serial No.	Reg. No.	Mark
Vonage Marketing LLC	77/735214	3,829,340	 VONAGE SOUNDS GOOD
Vonage Marketing LLC	85/123941	3,954,915	VONAGE SUENA MUY BIEN
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 LLC	78/642362	3,303,741	 VONATIONS & Design
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	85/122,765	VONAGE IM
Vonage Marketing LLC	85/009,388	<p data-bbox="574 705 1235 787">VON VONAGE VONAGE SOUNDS G VONAGE SOUNDS GOOD (Motion Mark) – (claiming orange, blue & white colors)</p> 
Vonage Marketing LLC	85/009,421	 <p data-bbox="574 1503 846 1535">Sound Wave Design (Motion Mark)</p>
Vonage Marketing LLC	85/009,306	Sound Mark
Vonage Marketing LLC	85/158,180	VUENO VONITO VARATO

Owner	App. No./Serial No.	Mark
Vonage Marketing LLC	85/158,191	VONAGE WORLD VUENO VONITO VARATO VONAGE
Vonage Marketing LLC	85/181,180	PADCONFERENCE
Vonage Marketing LLC	85/181,313	VONAGE
Vonage Marketing LLC	85/188,328	TABCONFERENCE
Vonage Marketing LLC	85/288,293	TIME TO CALL
Vonage Marketing LLC	85/308,557	 TIME TO CALL MOBILE APP ICON (B&W)
Vonage Marketing LLC	85/327,706	 V & DOT LOGO
Vonage Marketing LLC	85/339,954	EXTENSIONS
Vonage Marketing LLC	85/341,126	 EXTENSIONS MOBILE APP ICON (B&W)
Vonage Marketing LLC	85/360,439	 VONAGE & Design (B&W)