

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
IntelePeer, Inc.		05/15/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4132952	CLOUDWORX
Registration Number:	4123218	MEDIA PEERING GRID
Registration Number:	3921375	SUPERREGISTRY
Registration Number:	3896826	APPWORX
Registration Number:	3852607	INTELEPEER APPWORX
Registration Number:	3864807	INTELEPEER
Registration Number:	3803578	INTELEPEER
Registration Number:	3793567	INTELEPEER
Registration Number:	3835519	INTELEPEER
Registration Number:	3796068	INTELEPEER
Serial Number:	85307158	CLOUDCENTRAL
Serial Number:	85307448	CORECLOUD

CORRESPONDENCE DATA

900223759

TRADEMARK
 REEL: 004785 FRAME: 0015

OP \$315.00 4132952

Fax Number: 7349302494

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 734-761-3780

Email: asujek@bodmanlaw.com

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

Address Line 1: 201 South Division, Ste. 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	05/22/2012

Total Attachments: 9

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement ("Agreement") is entered into as of May 15, 2012 by and between COMERICA BANK ("Bank") and INTELEPEER, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank and Hercules Technology II, L.P., a Delaware limited partnership ("Hercules") have extended certain financial accommodations to Grantor pursuant to that certain Loan and Security Agreement by and among Bank, Hercules and Grantor dated as of May 5, 2010, as amended from time to time (the "Prior Agreement").

B. To secure the obligations of Grantor to Bank and Hercules under the Prior Agreement, Grantor granted to Bank and Hercules a security interest in its intellectual property pursuant to that certain Patent Grant of Security Interest by and among Bank, Hercules and Grantor dated as of May 5, 2010 and that certain Trademark Grant of Security Interest by and among Bank, Hercules and Grantor dated as of May 5, 2010 (the "Prior Intellectual Property Security Agreements").

C. Grantor desires to payoff Hercules and modify the terms and conditions of the financial accommodations provided by Bank.

D. Bank has agreed to modify the terms and conditions of the financial accommodations to Grantor and make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") which amends and restates the Prior Loan Agreement. Capitalized terms used herein are used as defined in the Loan Agreement.

E. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

F. This Agreement amends, restates and consolidates the Prior Intellectual Property Security Agreements

G. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement amends, restates and consolidates (i) that certain Patent Grant of Security Interest by and among Bank, Hercules and Grantor dated as of May 5, 2010 and (ii) that certain Trademark Grant of Security Interest by and among Bank, Hercules and Grantor dated as of May 5, 2010.

[Signature Page Follows]

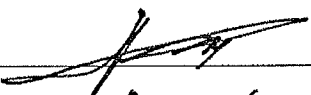
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2855 Campus Drive
San Mateo, CA 94403
Attn: Andre Simone

INTELEPEER, INC.

By: 
Name: Andre Simone
Title: CFO

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

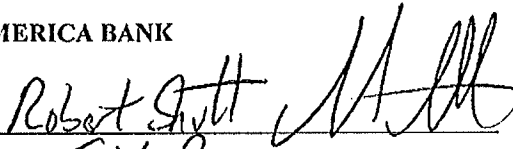
COMERICA BANK
By: 
Title: SVP

EXHIBIT A

Copyrights

None

EXHIBIT B**Patents**

Title	App. No.	Filing Date	Reg. No.	Issue Date	Country
Payment system for paying peering partners in a peering arrangement	12/729806	3/23/10	8,155,291	4/10/12	US
Payment system for paying peering partners in a peering arrangement	11157009.9	3/4/11	n/a	n/a	EPO
Payment system for paying peering partners in a peering arrangement	2011-051016	3/9/11	n/a	n/a	JP
Payment system for paying peering partners in a peering arrangement	10-2011-0025533	3/22/11	n/a	n/a	South Korea
Intelligent call routing	11/849044	8/31/07	8,089,952	1/3/12	US
Optimized path call routing with device identifier	12/840687	7/21/10	8,064,354	11/22/11	US
Optimized path call routing with device identifier	2011-155022	7/13/11	n/a	n/a	JP
Optimized path call routing with device identifier	11174730.9	7/20/11	n/a	n/a	EPO
Optimized path call routing with device identifier	2011-0071823	7/20/11	n/a	n/a	South Korea
Method of managing a peering database in a telecommunications network	12/729770	3/23/10	8,000,464	8/16/11	US
Method of managing a peering database in a telecommunications network	12/869839	8/27/10	7,995,738	8/9/11	US
Method of managing a peering database in a telecommunications network	11157023.3	3/4/11	n/a	n/a	EPO
Method of managing a peering database in a telecommunications network	2011-052965	3/10/11	n/a	n/a	JP
Method of managing a peering database in a telecommunications network	10-2011-0025534	3/22/11	n/a	n/a	South Korea
Multi-layer stack platform for cloud communications	12/909481	10/21/10	7,912,983	3/22/11	US

Title	App. No.	Filing Date	Reg. No.	Issue Date	Country
Multi-layer stack platform for cloud communications	13/014919	1/27/11	8,171,160	5/1/12	US
Multi-layer stack platform for cloud communications	2011-0009655	1/31/11	n/a	n/a	South Korea
Multi-layer stack platform for cloud communications	2011-021970	2/3/11	n/a	n/a	JP
Multi-layer stack platform for cloud communications	11153378.2	2/4/11	n/a	n/a	EPO
Anti-looping for a multigateway multi-carrier network	12/884293	9/17/10	n/a	n/a	US
Anti-looping for a multigateway multi-carrier network	2011-0093055	9/15/11	n/a	n/a	South Korea
Anti-looping for a multigateway multi-carrier network	11181664.1	9/16/11	n/a	n/a	EPO
Anti-looping for a multigateway multi-carrier network	2011-203151	9/16/11	n/a	n/a	JP
Cloud-based virtual tandem	13/192753	7/28/11	n/a	n/a	US
Cloud-based virtual tandem	11007024.0	8/29/11	n/a	n/a	EPO
Cloud-based virtual tandem	2011-217232	9/30/11	n/a	n/a	JP
Cloud-based virtual tandem	2011-0099691	9/30/11	n/a	n/a	South Korea
Unified communication system	12/499607	7/8/09	n/a	n/a	US
Cascading routing queries	13/197887	8/4/11	n/a	n/a	US
Wireless session initiation protocol (sip) trunk	13/233865	9/15/11	n/a	n/a	US
Wireless session initiation protocol (sip) trunk	2011-0110724	10/27/11	n/a	n/a	South Korea
Wireless session initiation protocol (sip) trunk	11187133.1	10/28/11	n/a	n/a	EPO
Wireless session initiation protocol (sip) trunk	2011-237080	10/28/11	n/a	n/a	JP

EXHIBIT C**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country
CLOUDWORX	85/253139	2/28/11	4,132,952	4/24/12	US
CLOUDWORX	1519160	3/15/11	n/a	n/a	CA
CLOUDWORX	009816729	3/16/11	009816729	8/19/11	EPO
CLOUDWORX	1163644	3/16/11	1265186	2/3/12	MX
MEDIA PEERING GRID	85/238656	2/10/11	4,123,218	4/3/12	US
MEDIA PEERING GRID	1536257	7/19/11	n/a	n/a	CA
MEDIA PEERING GRID	010145291	7/22/11	010145291	12/26/11	EPO
MEDIA PEERING GRID	1196131	7/19/11	n/a	n/a	MX
SUPERREGISTRY	85/070879	6/24/10	3,921,375	2/15/11	US
SUPERREGISTRY	1487089	6/30/10	TMA819,741	3/13/12	CA
SUPERREGISTRY	009233941	7/8/10	009233941	1/21/11	EPO
SUPERREGISTRY	1104400	7/13/10	n/a	n/a	MX
APPWORX	85/023145	4/26/10	3,896,826	12/28/10	US
APPWORX	1493978	8/30/10	815,860	1/20/12	CA
APPWORX	009346586	9/1/10	009346586	2/11/11	EPO
APPWORX	1120812	9/21/10	1207581	3/18/11	MX
APPWORX	1120814	9/21/10	1207582	3/18/11	MX
INTELEPEER APPWORX	77/867538	11/6/09	3,852,607	9/28/10	US
INTELEPEER APPWORX	1478351	4/26/10	n/a	n/a	CA
INTELEPEER APPWORX	009071201	4/30/10	009071201	10/12/10	EPO
INTELEPEER APPWORX	1085897	4/29/10	1175258	8/23/10	MX
INTELEPEER	77/260059	8/20/07	3,864,807	10/19/10	US
INTELEPEER	77/260067	8/20/07	3,803,578	6/15/10	US

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country
INTELEPEER	77/259994	8/20/07	3,793,567	5/25/10	US
INTELEPEER	77/260074	8/20/07	3,835,519	8/17/10	US
INTELEPEER	77/260040	8/20/07	3,796,068	6/1/10	US
INTELEPEER	1528793	5/24/11	n/a	n/a	CA
INTELEPEER	1528794	5/24/11	n/a	n/a	CA
INTELEPEER	1529017	5/24/11	n/a	n/a	CA
INTELEPEER	1528791	5/24/11	n/a	n/a	CA
INTELEPEER	1528792	5/24/11	n/a	n/a	CA
INTELEPEER	009992397	5/24/11	n/a	n/a	EPO
INTELEPEER	009983909	5/20/11	n/a	n/a	EPO
INTELEPEER	2149348	5/24/11	n/a	n/a	India
INTELEPEER	2149352	5/24/11	n/a	n/a	India
INTELEPEER	2149349	5/24/11	n/a	n/a	India
INTELEPEER	2149351	5/24/11	n/a	n/a	India
INTELEPEER	2149350	5/24/11	n/a	n/a	India
INTELEPEER	2011-36358	5/27/11	n/a	n/a	JP
INTELEPEER	1180589	5/24/11	1243059	10/11/11	MX
INTELEPEER	1180587	5/24/11	1243058	10/11/11	MX
INTELEPEER	1179871	5/20/11	n/a	n/a	MX
INTELEPEER	1180593	5/24/11	1241225	9/30/11	MX
INTELEPEER	1180584	5/24/11	n/a	n/a	MX
INTELEPEER	2011-14647	5/23/11	n/a	n/a	South Korea
INTELEPEER	2011-27832	5/23/11	n/a	n/a	South Korea
INTELEPEER	2011-14467	5/20/11	n/a	n/a	South Korea
INTELEPEER	2011-14645	5/23/11	n/a	n/a	South Korea

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country
INTELEPEER	2011-14646	5/23/11	n/a	n/a	South Korea
CLOUDCENTRAL	85/307158	4/28/11	n/a	n/a	US
CLOUDCENTRAL	158139	8/3/11	n/a	n/a	CA
CLOUDCENTRAL	010204741	8/18/11	n/a	n/a	EPO
CLOUDCENTRAL	1207531	8/30/11	n/a	n/a	MX
CORECLOUD	85/307448	4/28/11	n/a	n/a	US
CORECLOUD	1538140	8/3/11	n/a	n/a	CA
CORECLOUD	010205086	8/18/11	n/a	n/a	EPO
CORECLOUD	1207532	8/30/11	n/a	n/a	MX
VOICE PEERING NETWORK	009233859	7/8/10	009233859	1/14/11	EPO