

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
FUSION TELECOMMUNICATIONS INTERNATIONAL, INC.		10/29/2012	CORPORATION: DELAWARE
NETWORK BILLING SYSTEMS, LLC		10/29/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP
Street Address:	419 Park Avenue South
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	PRAESIDIAN CAPITAL OPPORTUNITY FUND III-A, LP
Street Address:	419 Park Avenue South
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	PLEXUS FUND II, LP
Street Address:	4601 Six Forks Road, Suite 528
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27609
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark

CH \$140.00 3264612

Registration Number:	3264612	V.O.I.C.E. THE ONE THAT WORKS!
Registration Number:	2970850	FUSION TELECOM
Registration Number:	2811986	FUSION TELECOMMUNICATIONS INTERNATIONAL
Registration Number:	2946291	FUSION
Serial Number:	78567087	FUSION

**CORRESPONDENCE DATA**

Fax Number: 2127358708  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212 735-8668  
Email: msegui@morrisoncohen.com  
Correspondent Name: Stephen I. Budow, Esq.  
Address Line 1: 909 Third Avenue, 27th Floor  
Address Line 2: c/o Morrison Cohen LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	020767-0012(SBUDOW)
NAME OF SUBMITTER:	Stephen I. Budow
Signature:	/Stephen I. Budow/
Date:	11/07/2012

**Total Attachments: 10**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made as of this 29th of October, 2012, by FUSION TELECOMMUNICATIONS INTERNATIONAL, INC., a Delaware corporation ("Parent"), NETWORK BILLING SYSTEMS, LLC, a Delaware limited liability company ("NBS," and each of Parent and NBS, a "Grantor," and collectively, "Grantors"), in favor of PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP ("Fund III"), a Delaware limited partnership, PRAESIDIAN CAPITAL OPPORTUNITY FUND III-A, LP, a Delaware limited partnership ("Fund III-A"), and PLEXUS FUND II, LP, a Delaware limited partnership, "Plexus," and together with Fund III, collectively, "Lenders");

### W I T N E S S E T H

WHEREAS, Grantors and the Lenders are parties to that certain Securities Purchase Agreement and Security Agreement of even date herewith, by and among FUSION NBS ACQUISITION CORP., a Delaware corporation ("Borrower"), Parent, NBS, Lenders, and the other parties thereto from time to time (as same may be amended, restated, supplemented or modified from time to time, the "Purchase Agreement"), providing for the purchase of the Notes from Borrower and the purchase of the Warrants from Parent;

WHEREAS, each Grantor has granted to Lenders a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor's trademarks and all products and proceeds thereof, to secure the prompt payment and performance of the Obligations owing by such Grantor under the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Lenders shall be in addition to any rights and remedies granted under the Purchase Agreement, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) in accordance with the terms of the Purchase Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance of the Obligations, Grantor hereby grants to Lenders, and

hereby reaffirms its prior grant pursuant to the Purchase Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any additions thereto, reissues, continuations or extensions thereof, and all registrations and trademark applications therefor, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim of Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants.

(i) Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Lenders, except as otherwise permitted under the Purchase Agreement.

(ii) Grantor agrees to disclose to Lenders, on a semi-annual basis, all (i) previously filed trademark applications for which Grantor received notice of approval, together with the registration numbers for any and all such approved trademarks, and (ii) new applications for trademarks filed by Grantor, in each case since the last Compliance Certificate provided by Grantor.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Purchase Agreement which has not been waived in writing by the Lenders, Grantor hereby covenants and agrees that Lenders, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Delaware, may take such action permitted under the Purchase Agreement, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Upon the occurrence of an Event of Default that has not been waived in writing by Lenders, Grantor hereby authorizes and empowers Lenders, their successors and assigns, and any officer or agent of Lenders as Lenders may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lenders, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement and the Purchase Agreement and until all of the Obligations are indefeasibly paid and satisfied in full.

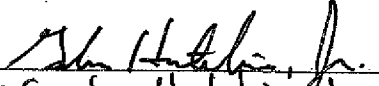
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by either party hereto with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the County of New York, State of New York, United States of America, and, by execution and delivery of this Agreement, each party hereto accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made in the manner set forth in the Purchase Agreement. Each party hereto waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each party hereto waives the right to remove any judicial proceeding brought against either party in any state court to any federal court. Any judicial proceeding by either party hereto involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in the federal court for the Southern District of New York or state court located in the County of New York, State of New York.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lenders.

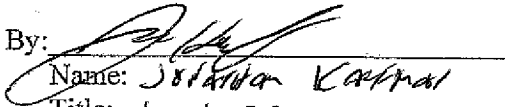
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**FUSION TELECOMMUNICATIONS  
INTERNATIONAL, INC.**

By:   
Name: Gordon Hutchings Jr.  
Title: President and COO

**NETWORK BILLING SYSTEMS, LLC**

By:   
Name: Jordan Korman  
Title: Manager

[Signature Page To IP Security Agreement]

Agreed and Accepted,

**PRAESIDIAN CAPITAL OPPORTUNITY  
FUND III, LP**

By: Praesidian Capital Opportunity GP III, LLC,  
its General Partner

By: 

Name: Ned A. Marks

Title: Manager

**PRAESIDIAN CAPITAL OPPORTUNITY  
FUND III-A, LP**

By: Praesidian Capital Opportunity GP III-A,  
LLC,  
its General Partner

By: 

Name: Ned A. Marks

Title: Manager

**PLEXUS FUND II, LP**

By: Plexus Fund II GP,  
its General Partner

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

Name: Michael Becker

Title: Manager

[Signature Page To IP Security Agreement]

Agreed and Accepted,

**PRAESIDIAN CAPITAL OPPORTUNITY  
FUND III, LP**

By: Praesidian Capital Opportunity GP III, LLC,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title: Manager


**PRAESIDIAN CAPITAL OPPORTUNITY  
FUND III-A, LP**

By: Praesidian Capital Opportunity GP III-A,  
LLC,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title: Manager

**PLEXUS FUND II, LP**

By: Plexus Fund II GP,  
its General Partner

By:  \_\_\_\_\_  
Name: Michael Becker  
Title: Manager

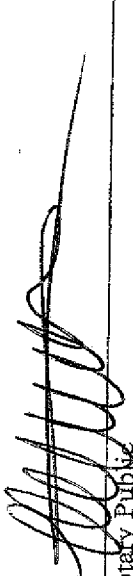
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COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this \_\_\_ of October, 2012, before me personally appeared Golden Hukkins Jr. to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of Fusion Telecommunications International, Inc., that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

  
Notary Public

My Commission Expires: 02/27/2016

LAURA V NADAL UCEDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01NA6256571  
My Commission Expires 02/27/2016



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this \_\_\_ of October, 2012, before me personally appeared Jonathan Kavanagh, to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of Network Billing Systems, LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

Toni Campanello  
Notary Public  
My Commission Expires

**Toni Campanello**  
**Notary Public of New Jersey**  
**My Commission Expires August 14, 2014**

SCHEDULE I

TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Registration/Serial No./ Application No.</u>	<u>Date Registered/Filed</u>
V.O.I.C.E. the one that works!	Registration No. 3264612	Filed: April 17, 2006 Registered: July 17, 2007
Fusion Telecom	Registration No. 2970850	Filed: October 21, 1998 Registered: July 19, 2005
Fusion Telecommunications International	Registration No. 2811986 <sup>1</sup>	Filed: October 21, 1998 Registered: February 10, 2004 <sup>1</sup>
Fusion	Registration No. 2946291 <sup>1</sup>	Filed: October 21, 1998 Registered: May 3, 2005 <sup>1</sup>
Fusion [LOGO]	Serial No. 78567087 <sup>2</sup>	Filed: February 14, 2005

<sup>1</sup>Denotes trademarks previously registered, the registration of which has been cancelled or abandoned. Marks remain in use.

<sup>2</sup>Denotes logo applied for and for which a Serial No. was assigned, but logo has not been registered. Logo remains in use.

**EXHIBIT 1**

**TRADEMARK ASSIGNMENT**

FUSION TELECOMMUNICATIONS INTERNATIONAL, INC., a Delaware corporation ("Parent"), and NETWORK BILLING SYSTEMS, LLC, a Delaware limited liability company ("NBS," and each of Parent and NBS, a "Grantor," and collectively, "Grantors") are, individually or jointly, are the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof ("Trademarks"); and

WHEREAS, PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP ("Fund III"), having a place of business at 419 Park Avenue South, New York, NY 10016, PRAESIDIAN CAPITAL OPPORTUNITY FUND III-A, LP ("Fund III-A"), having a place of business at 419 Park Avenue South, New York, NY 10016, and PLEXUS FUND II, LP, having a place of business at 4601 Six Forks Road, Suite 528, Raleigh, North Carolina 27609 ("Plexus," and together with Fund II and Fund II-A, "Grantees" are desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, each Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantees, their respective successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated October \_\_, 2012 between Grantors and Grantees (i) each trademark listed on Schedule A annexed hereto (such trademarks referred to as the "Trademarks"), together with any additions thereto, reissues, continuations or extensions thereof, and all registrations and trademark applications therefor, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and (ii) all products and proceeds of the forgoing, including without limitation, any claim of such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark. all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_.

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Attorney-in-fact

Witness: