

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
FONALITY, INC.		01/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Serial Number:	85976151	FON	
Serial Number:	85976108	FON	
Serial Number:	85251502	FONX	
Serial Number:	85249167	FON	
Serial Number:	85249160	FON	
Registration Number:	3203117	HUD	
Registration Number:	3358097	PBXTRA	
Registration Number:	3263210	TRIXBOX	
Registration Number:	3190323	ENTERPRISE TELEPHONY. AFFORDABLE PRICE.	
Registration Number:	3277126	COMMUNICATE OPENLY	
Registration Number:	3200651	MANAGE YOUR BUSINESS, NOT YOUR PHONE SYSTEM.	
Registration Number:	3116436	BIG BUSINESS PHONE SYSTEM. SMALL BUSINESS PRICE.	
Registration Number:	3319547	PBXTRA	

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Registration Number:	3824023	UNBOUND
Registration Number:	3588739	CEO/JANITOR'S BLOG
Registration Number:	3544877	FINDME
Registration Number:	3544871	BOOMERANG
Registration Number:	3387125	FONCALL
Registration Number:	3404755	TRIXNET
Registration Number:	3573361	HYBRID-HOSTED
Registration Number:	3404661	ANYWHERE MANAGEMENT
Registration Number:	3417257	FONALITY
Registration Number:	3356020	COMMUNICATE OPENLY
Registration Number:	3328944	TRIXBOX
Registration Number:	3287206	THE OPEN PLATFORM FOR BUSINESS TELEPHONY
Registration Number:	3316974	FTOCC
Registration Number:	3402724	TRIXCON
Registration Number:	3301043	FONALITY COMMUNICATE OPENLY
Registration Number:	3303300	TRIXBOX
Registration Number:	2943529	FONALITY

CORRESPONDENCE DATA

Fax Number: 9193541278

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

Phone: 919-314-3086

Email: loandocsdept@square1bank.com

Correspondent Name: Square 1 Bank

Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/Lee Conner-alp/
Date:	02/05/2013

Total Attachments: 7

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TRADEMARK

REEL: 004956 FRAME: 0203

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 30, 2013 by and between **SQUARE 1 BANK** ("**Bank**") and **FONALITY, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to 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 Loan and Security Agreement by and between Bank and Grantor dated August 24, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations 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.

C. 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 (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 (collectively, "Intellectual Property Collateral").

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.

SIGNATURE PAGE FOLLOWS

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REEL: 004956 FRAME: 0206

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

GRANTOR:

Address of Grantor:

5601 Granite Parkway, #500
Plano, TX 75024

FONALITY, INC.

By: 

Name: Dean Rosenthal

Title: IEUP - Finance

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: 

Name: Ben Patterson

Title: NVP

TRADEMARK

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EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

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EXHIBIT B**PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
Mobile Use of a PBX System	11/506,279	08/17/2006
System and Method for Centralized Presence Management of Local and Remote Users	11/827,314	07/11/2007
System and Method for Providing Single Click Enterprise Communication	12/075,401	3/10/2008
System and Method for Event Driven Browser Launch	12/075,402	03/10/2008
System and Method for Providing Carrier- Independent VoIP Communication	12/228,301	08/11/2008
System and Method for Providing Configuration Synchronicity	12/319,693	01/08/2009
System and Method for Automatic Insertion of Call Intelligence in an Information System	12/405,197	03/16/2009
System and Method for Utilizing Customer Data in a Communication System	12/405,204	03/16/2009
Intelligent Presence Management in a Communication Routing System	13/213,020	08/18/2011
Intelligent Presence Management in a Communication Routing System	8,098,810	01/17/2012
System and Method for Distributed Communication Control within an Enterprise	8,341,535	12/25/2012

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
FON	85976151	02/23/2011
FON	85976108	02/23/2011
FONX	85251502	02/25/2011
FON	85249167	02/23/2011
FON	85249160	02/23/2011
HUD	3203117	01/23/2007
PBXTRA	3358097	12/18/2007
TRIXBOX	3263210	07/10/2007
ENTERPRISE TELEPHONY. AFFORDABLE PRICE.	3190323	12/26/2006
COMMUNICATE OPENLY	3277126	08/07/2007
MANAGE YOUR BUSINESS, NOT YOUR PHONE SYSTEM.	3200651	01/23/2007
BIG BUSINESS PHONE SYSTEM. SMALL BUSINESS PRICE.	3116436	07/18/2006
PBXTRA	3319547	10/23/2007
UNBOUND	3824023	07/27/2010
CEO/JANITOR'S BLOG	3588739	03/10/2009
FINDME	3544877	12/09/2008

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BOOMERANG	3544871	12/09/2008
FONCALL	3387125	02/19/2008
TRIXNET	3404755	04/01/2008
HYBRID-HOSTED	3573361	02/10/2009
ANYWHERE MANAGEMENT	3404661	04/01/2008
FONALITY	3417257	04/29/2008
COMMUNICATE OPENLY	3356020	12/18/2007
TRIXBOX	3328944	11/06/2007
THE OPEN PLATFORM FOR BUSINESS TELEPHONY	3287206	08/28/2007
FTOCC	3316974	10/23/2007
TRIXCON	3402724	03/25/2008
FONALITY COMMUNICATE OPENLY	3301043	10/02/2007
TRIXBOX	3303300	10/02/2007
FONALITY	2943529	04/26/2005