

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
PASSPORT VENTURES, LLC		06/27/2013	LIMITED LIABILITY LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	FONALITY, INC.
Street Address:	5800 Granite Parkway
Internal Address:	Suite 550
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3319547	PBXTRA
Registration Number:	3358097	PBXTRA
Registration Number:	3116436	BIG BUSINESS PHONE SYSTEM. SMALL BUSINES
Registration Number:	3263210	TRIXBOX
Registration Number:	3190323	ENTERPRISE TELEPHONY. AFFORDABLE PRICE.
Registration Number:	3203117	HUD
Registration Number:	3277126	COMMUNICATE OPENLY
Registration Number:	3356020	COMMUNICATE OPENLY
Registration Number:	3200651	MANAGE YOUR BUSINESS, NOT YOUR PHONE SYS
Registration Number:	2943529	FONALITY
Registration Number:	3301043	FONALITY COMMUNICATE OPENLY
Registration Number:	3303300	TRIXBOX
Registration Number:	3402724	TRIXCON

CH \$715.00 3319547

Registration Number:	3316974	FTOCC
Registration Number:	3328944	TRIXBOX
Registration Number:	3287206	THE OPEN PLATFORM FOR BUSINESS TELEPHONY
Registration Number:	3404661	ANYWHERE MANAGEMENT
Registration Number:	3417257	FONALITY
Registration Number:	3573361	HYBRID-HOSTED
Registration Number:	3404755	TRIXNET
Registration Number:	3387125	FONCALL
Registration Number:	3544871	BOOMERANG
Registration Number:	3544877	FINDME
Registration Number:	3824023	UNBOUND
Serial Number:	85249160	FON
Serial Number:	85249167	FON
Serial Number:	85251502	FONX
Serial Number:	85976108	FON

CORRESPONDENCE DATA

Fax Number: 6508157401
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 650-815-7637
Email: aalwine@mwe.com
Correspondent Name: Rogan OHandley
Address Line 1: McDermott Will & Emery
Address Line 2: 2049 Century Park East, 38th floor
Address Line 4: Los Angeles, CALIFORNIA 90067-3218

ATTORNEY DOCKET NUMBER:	093109-0011
NAME OF SUBMITTER:	Judy M. Mohr
Signature:	/Judy M. Mohr/
Date:	06/28/2013

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 27, 2013, by and between **PASSPORT VENTURES, LLC**, a Delaware limited liability company ("Lender"), and **FONALITY, INC.**, a Delaware corporation (the "Grantor").

RECITALS

A. Lender 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 Lender and Grantor dated as of the date hereof (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. Lender is willing to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the other Loan Documents, Grantor grants and pledges to Lender 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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, 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 (excluding abandoned trademarks) 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.

Notwithstanding anything herein to the contrary, the lien and security interest granted to Lender, pursuant to this Agreement and the exercise of any right or remedy by Lender hereunder is subject to the provisions of the Senior Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Senior Intercreditor Agreement and this Agreement, the provisions of the Senior Intercreditor Agreement shall control.

SIGNATURE PAGE FOLLOWS

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.

Address of Grantor:

5800 Granite Parkway
Suite 550
Plano, TX 75024
Attn: Dan Rosenthal

Address of Lender:

One Market Street
Steuart Tower, Suite 2200
San Francisco, CA 94105
Attn: Juan Scarlett and
Joanne Cormican

GRANTOR:

FONALITY, INC.

By: 

Name: David Scult

Title: Chief Executive Officer

LENDER:

PASSPORT VENTURES, LLC

By: _____

Name: Joanne Cormican

Title: Chief Operating Officer

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:

5800 Granite Parkway
Suite 550
Plano, TX 75024
Attn: Dan Rosenthal

FONALITY, INC.

By: _____

Name: David Scult

Title: Chief Executive Officer

LENDER:

Address of Lender:

One Market Street
Steuart Tower, Suite 2200
San Francisco, CA 94105
Attn: Juan Scarlett and
Joanne Cormican

PASSPORT VENTURES, LLC

By: Joanne Cormican

Name: Joanne Cormican

Title: Chief Operating Officer

**EXHIBIT A
COPYRIGHTS**

Description	Registration Number	Registration Date
None.		




EXHIBIT B**PATENTS**

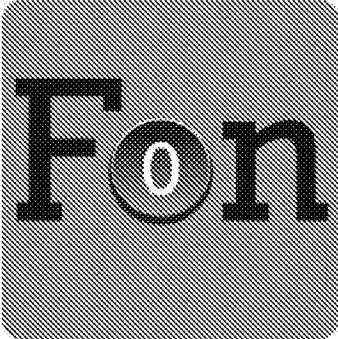
Serial No.	Filed	Title
11/506,279	8/17/2006	Mobile Use of a PBX System
12/069,083 (8098810)	2/6/2008	Intelligent Presence Management in a Communication Routing System
11/800,302 (8379832)	5/3/2007	Universal Queuing for Inbound Communications
11/827,314	7/11/2007	System and Method for Centralized Presence Management of Local and Remote Users
12/075,411 (8341535)	3/10/2008	System and Method for Distributed Communication Control Within an Enterprise
12/075,402	3/10/2008	System and Method for Event Driven Browser Launch
12/075,401	3/10/2008	System and Method for Providing Single Click Enterprise Communication

Serial No.	Filed	Title
12/228,301	8/11/2008	System and Method for Providing Carrier-Independent VoIP Communication
12/319,693	1/8/2009	System and Method for Providing Configuration Synchronicity
12/405,197	3/16/2009	System and Method for Automatic Insertion of Call Intelligence in an Information System
12/405,204	3/16/2009	System and Method for Utilizing Customer Data in a Communication System
13/213,020	8/18/2011	Intelligent Presence Management in a Communication Routing System
13/601,965	8/31/2012	System and Method for Distributed Communication Control Within an Enterprise

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Application No./Filed</u>	<u>Reg. No./Date</u>
PBXtra	78/471,196 08/20/04	3,319,547 10/23/07
PBXtra	78/976,714 08/20/04	3,358,097 12/18/07
BIG BUSINESS PHONE SYSTEM. SMALL BUSINESS PRICE.	78/562,772 02/08/05	3,116,436 07/18/06
TRIXBOX	78/850,129 03/30/06	3,263,210 07/10/07
ENTERPRISE TELEPHONY, AFFORDABLE PRICE.	78/752,459 11/11/05	3,190,323 12/26/06
HUD	78/752,454 11/11/05	3,203,117 01/23/07
COMMUNICATE OPENLY	78/688,716 08/09/05	3,277,126 08/07/07
COMMUNICATE OPENLY	77/190,899 05/25/07	3,356,020 12/18/07
MANAGE YOUR BUSINESS, NOT	78/660,872	3,200,651

Description	Application No./Filed	Reg. No./Date
YOUR PHONE SYSTEM	06/29/05	01/23/07
FONALITY	76/586,845 04/15/04	2,943,529 04/26/05
	77/065,490 12/15/06	3,301,043 10/02/07
	77/063,064 12/13/06	3,303,300 10/02/07
TRIXCON	77/127,304 03/09/07	3,402,724 03/25/08
FTOCC	77/127,367 03/09/07	3,316,974 10/23/07
	77/143,111 03/28/07	3,328,944 11/06/07
THE OPEN PLATFORM FOR BUSINESS TELEPHONY	77/143,087 03/28/07	3,287,206 08/28/07
ANYWHERE MANAGEMENT	77/215,092 06/25/07	3,404,661 04/01/08
FONALITY	77/204,758 06/13/07	3,417,257 04/29/08
HYBRID-HOSTED	77/216,455 06/27/07	3,573,361 02/10/09
TRIXNET	77/232,458 07/18/07	3,404,755 04/01/08
FONCALL	77/247,114 08/03/07	3,387,125 02/19/08
BOOMERANG	77/389,828 02/06/08	3,544,871 12/09/08
FINDME	77/392,389 02/08/08	3,544,877 12/09/08

Description	Application No./Filed	Req. No./Date
UNBOUND	77/806,174 08/17/09	3,824,023 07/27/10
FON	85/249,160 02/23/11	N/A
	85/249,167 02/23/11	N/A
FONX	85/251,502 02/25/11	N/A
FON	85/976,108 02/23/11	N/A

[IP Security Agreement]