

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IntelPeer, Inc.		11/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	IntelPeer Cloud Communications LLC
Street Address:	177 Bovet Road, Suite 400
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94402
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3793567	INTELEPEER
Registration Number:	3796068	INTELEPEER
Registration Number:	3803578	INTELEPEER
Registration Number:	3835519	INTELEPEER
Registration Number:	3852607	INTELEPEER APPWORX
Registration Number:	3864807	INTELEPEER
Registration Number:	3896826	APPWORX
Registration Number:	3921375	SUPERREGISTRY
Registration Number:	4123218	MEDIA PEERING GRID
Registration Number:	4132952	CLOUDWORX
Serial Number:	85307448	CORECLOUD
Serial Number:	85754171	FLUENT
Serial Number:	86011136	CLOUDCENTRAL

CORRESPONDENCE DATA

CH \$340.00 3793567

Fax Number: 2156562498

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

Phone: 215-656-2458

Email: pto.phil@dlapiper.com

Correspondent Name: William L. Bartow

Address Line 1: 1650 Market Street, Suite 4900

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	IPR-1-L 355453-000160
NAME OF SUBMITTER:	William L. Bartow
Signature:	/William L. Bartow/
Date:	11/18/2013

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of last date signed, is made by IntelePeer, Inc., a Delaware corporation ("Assignor"), in favor of IntelePeer Cloud Communications LLC ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Assignment of Intellectual Property Agreement (the "IP Assignment") pursuant to which Assignor agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee agreed to purchase, acquire, receive and accept from Assignor, all of the rights, titles and interests in and to the trademarks and trademark registrations listed in Exhibit A attached hereto and all other rights appurtenant thereto, including, but not limited to, all common law rights throughout the world and all goodwill pertaining thereto (collectively, the "Trademarks") among other Purchased Assets (as defined in the IP Assignment).

WHEREAS, pursuant to the IP Assignment, ASSIGNOR agrees to assign to ASSIGNEE all right, title and interest in and to the Trademarks throughout the world; and

WHEREAS, ASSIGNOR, with respect to the Trademarks, has acquired goodwill associated with and symbolized by the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, convey, assign, transfer and deliver to Assignee, its successors and assigns, full and exclusive right, title and interest throughout the world in and to the Trademarks and all goodwill pertaining thereto, including all of the following items along with any rights it may hold to sue and recover for past, present and future infringements, dilutions, misappropriations or other violations thereof, all registrations, applications and renewals for any of the foregoing. Assignor authorizes and requests the relevant officers of the United States Patent & Trademark Office and any officials of governmental or administrative office in any country whose duty it is to record trademark assignments as aforesaid, to record Assignee as owner of the Trademarks in accordance with the terms of this Assignment and hereby transfer the entire rights, titles and interests in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor and Assignee hereby acknowledge and state that the Trademarks being assigned pursuant to this Assignment are being assigned with the ongoing business with which the Trademarks are associated and that Assignee is a successor to such ongoing business of Assignor. Assignor further agrees to execute and deliver such documents and take such actions as are reasonably necessary or appropriate to effect this Assignment.

[Execution page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its officer thereunto duly authorized as of the date first written above.


INTELEPEER, INC.



By: _____
Name: Todd Smith
Title: VP, Corporate Controller
Date: November 15, 2013

ACKNOWLEDGED AND ACCEPTED

INTELEPEER CLOUD COMMUNICATIONS LLC

By:  _____
Name: Andre Simone
Title: CFO
Date: November 15, 2013

SCHEDULE A

**SCHEDULE OF
TRADEMARKS AND TRADEMARK APPLICATIONS**

Title	Jurisdiction	Registration No.	Status	Class
Appworx	Canada	815,860	Registered	
Appworx	European Union	009346586	Registered	09, 38
Appworx	Mexico	1207581	Registered	09
Appworx	Mexico	1207582	Registered	38
Appworx	United States	3,896,826	Registered	9, 38
CloudCentral	European Union	010204741	Registered	38
CloudCentral	Mexico	1301146	Registered	38
CloudWorx	European Union	009816729	Registered	38
CloudWorx	Mexico	1265186	Registered	38
CloudWorx	United States	4,132,952	Registered	38
CoreCloud	European Union	010205086	Registered	38
CoreCloud	Mexico	1303177	Registered	38
IntelePeer	Canada	828,466	Registered	35
IntelePeer	European Union	009992397	Registered	09, 35, 38, 42
IntelePeer	European Union	009983909	Registered	36
IntelePeer	Japan	5604886	Registered	09, 35, 36, 38, 42
IntelePeer	Mexico	1243059	Registered	35
IntelePeer	Mexico	1243058	Registered	09
IntelePeer	Mexico	1293698	Registered	36
IntelePeer	Mexico	1241225	Registered	42
IntelePeer	Mexico	1282272	Registered	38
IntelePeer	South Korea	234775	Registered	35
IntelePeer	South Korea	933959	Registered	09
IntelePeer	South Korea	241354	Registered	36
IntelePeer	South Korea	235583	Registered	42
IntelePeer	South Korea	242586	Registered	38
IntelePeer	United States	3,835,519	Registered	09
IntelePeer	United States	3,803,578	Registered	35
IntelePeer	United States	3,864,807	Registered	36
IntelePeer	United States	3,796,068	Registered	38
IntelePeer	United States	3,793,567	Registered	42
IntelePeer Appworx	European Union	009071201	Registered	09
IntelePeer Appworx	Mexico	1175258	Registered	09
IntelePeer Appworx	United States	3,852,607	Registered	09
Media Peering Grid	European Union	010145291	Registered	38
Media Peering Grid	Mexico	1282510	Registered	38
Media Peering Grid	United States	4,123,218	Registered	38
SuperRegistry	Canada	TMA819,741	Registered	38

SCHEDULE A

Title	Jurisdiction	Registration No.	Status	Class
SuperRegistry	European Union	009233941	Registered	38
SuperRegistry	United States	3,921,375	Registered	38
Voice Peering Network	European Union	009233859	Registered	38

Title	Jurisdiction	Application No.	Status	Class
CloudCentral	Canada	1538139	Pending	38
CloudCentral	United States	86/011,136	Pending	38
CloudWorx	Canada	1,519,160	Allowed	38
CoreCloud	Canada	1,538,140	Pending	38
CoreCloud	United States	85/307,448	Pending	38
Fluent	Canada	1,615,915	Pending	09, 38
Fluent	Mexico	1360189	Pending	09
Fluent	Mexico	1360190	Pending	38
Fluent	United States	85/754,171	Allowed	09, 38
IntelePeer	Canada	1,528,794	Pending	9
IntelePeer	Canada	1,529,017	Pending	36
IntelePeer	Canada	1,528,791	Pending	42
IntelePeer	Canada	1,528,792	Pending	38
IntelePeer	India	2149348	Pending	35
IntelePeer	India	2149352	Pending	09
IntelePeer	India	2149349	Pending	36
IntelePeer	India	2149351	Pending	42
IntelePeer	India	2149350	Pending	38
IntelePeer Appworx	Canada	1478351	Pending	09
Media Peering Grid	Canada	1,536,257	Pending	38