

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
Symphony Teleca Services, Inc.		08/08/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Tangoe, Inc.		
Street Address:	35 Executive Boulevard		
City:	Orange		
State/Country:	CONNECTICUT		
Postal Code:	06477		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3498393	EMS	
CORRESPONDENCE DATA			
Fax Number:	2033271096		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	203-324-6155		
Email:	ccobb@ssjr.com		
Correspondent Name:	Gene S. Winter		
Address Line 1:	986 Bedford Street		
Address Line 2:	St. Onge Steward Johnston & Reens LLC		
Address Line 4:	Stamford, CONNECTICUT 06905		
ATTORNEY DOCKET NUMBER:	03752-T0059A		
NAME OF SUBMITTER:	Gene S. Winter		
Signature:	/Gene S. Winter/		

OP \$40.00 3498393

Date:

03/07/2014

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement"), dated as of August 8, 2012 (the "Effective Date"), is entered into by and between Symphony Teleca Services, Inc., a Delaware corporation ("Assignee"), and Tango, Inc., a Delaware corporation ("Assignor") (each of Assignee and Assignor are a "Party" and collectively, "Parties").

WHEREAS, Assignor is the current owner of certain IP Assets (as defined below);

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire all proprietary and contractual rights, title, and interest in and to the IP Assets for consideration set forth in that certain Asset Purchase Agreement dated as of the date hereof between Assignee as Purchaser and Assignor as Seller (the "Purchase Agreement"); capitalized terms used herein and not defined shall have the respective meanings ascribed to them in the Purchase Agreement unless otherwise expressly indicated;

WHEREAS, this Agreement is executed and delivered as a condition to the consummation of, and to effectuate the terms of, the Purchase Agreement and the transactions contemplated thereunder.

NOW THEREFORE, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties), intending to be legally bound hereby, the Parties agree as follows:

1. **Assignment.** Effective as of the date hereof, Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title, and interest throughout the world in and to the assets listed on Schedule A attached hereto, together with and including all rights in, arising out of, or associated therewith, including without limitation all goodwill associated therewith (collectively, the "IP Assets").

2. **Authorization and Request.** Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for proper protection for the IP Assets, and to claim the aforesaid benefits of the right of priority, or by any convention which may henceforth be substituted for it.

3. **Notices.** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received: (a) if delivered by hand, when delivered; (b) if sent via facsimile with written confirmation of receipt, when transmitted and receipt is confirmed; (c) if sent by registered, certified or first class mail, the third Business Day after being sent; and (d) if sent by overnight delivery via a national courier service, one (1) Business Day after being sent, in each case to the address or facsimile telephone number set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

To Assignee: Tangoe, Inc.
35 Executive Boulevard
Orange, CT 06477
Attention: General Counsel
Phone: +1 (203) 859-9473
Fax: +1 (203) 859-9427

To Assignor: Symphony Teleca Services, Inc.
Corporate Headquarters
2475 Hanover St.
Palo Alto, CA 94304
Attn: General Counsel
Phone: +1 (650) 935 9500
Fax: +1 (650) 935 9501

With a copy to: Orrick, Herrington & Sutcliffe, LLP
1000 Marsh Road
Menlo Park, CA 94025-1015
Attn: Mitch Zuklie and Jeannie Shin
Phone: +1 (650) 614-7400
Fax: +1 (650) 614-7401

4. **Entire Agreement.** This Agreement and the Purchase Agreement (including the schedules and exhibits hereto and thereto) constitutes the sole understanding of the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements.

5. **Severability.** In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

6. **Parties in Interest; Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, provided that neither party may assign or delegate this Agreement or any right, liability or obligation hereunder without the other party's prior written consent and any assignment or delegation by either party without the prior written consent of the other party shall be void and of no force or effect.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of laws principles. Subject to Section 8 hereof, in any action between the parties hereto arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement: (a) each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of any federal or state court sitting in New York, New York, and (b) each of the parties

irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid.

8. **Arbitration; Attorneys' Fees.** Any controversy, dispute or disagreement arising out of or relating to this Agreement, the breach hereof, or the subject matter hereof, shall be settled exclusively by binding arbitration, which shall be conducted in New York, New York, in accordance with the Rules of the American Arbitration Association, as then in effect, and which shall be binding on all parties to this Agreement. The United States Federal Rules of Civil Procedure regarding discovery shall apply with respect to any arbitration hereunder. The prevailing party in any arbitration proceedings pursuant to this Section 3.6 shall be entitled to recover the expenses of such proceeding (including without limitation reasonable attorneys' fees and the fees of the arbitrators) from the party not prevailing therein.

9. **Schedules and Headings.** All of the schedules and exhibits attached hereto are a part of this Agreement and all of the matters contained therein are incorporated herein by reference. The descriptive headings of the several Sections of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

10. **Amendment.** This Agreement may be amended only by the parties hereto by any instrument in writing signed by or on behalf of each of the parties hereto.

11. **Waiver.** Any term or provision of this Agreement may be waived only in writing by the party or parties who are entitled to the benefits being waived.

12. **Facsimile and PDF Signatures.** Facsimile and PDF signatures shall be fully binding and effective for all purposes and shall be given the same effect as original signatures. If any party delivers a copy of this Agreement containing a facsimile or PDF signature, such party shall promptly forward copies containing original signatures to the other party; provided, however, that the copies containing the facsimile or PDF signatures shall remain binding even if the document containing original signatures is not sent to the other party.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

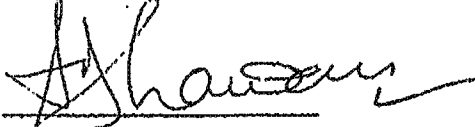
IN WITNESS WHEREOF, the Parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement:

ASSIGNOR

ASSIGNEE

SYMPHONY TELECA SERVICES, INC.

TANGOE, INC.

By: 
Name: _____
Title:

By: _____
Name: _____
Title:

[SIGNATURE PAGE - INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement.

ASSIGNOR

ASSIGNEE


SYMPHONY TELECA SERVICES, INC.

TANGOE, INC.

By: _____

Name:

Title:

By: 
Name: Albert R. Subolar, Jr.

Title: President

[SIGNATURE PAGE -- INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

SCHEDULE A

IP ASSETS

PATENTS

Number	Country	Title	App. No.	Filing Date	Patent No.	Grant Date	Status
SYM-0005	US	CUSTOMER-ORIENTED TELECOMMUNICATIONS DATA AND ANALYSIS METHOD AND OBJECT ORIENTED SYSTEM	10/035,844	04-Jan-02	7,136,467	14-Nov-06	Granted

TRADEMARKS

Trademark	Country	Class(es)	App. No.	App. Date	Reg. Date	Reg. No.	Status
EMS	France	09 Int., 42 Int.	08/3585960	03-Jul-2008	03-Jul-2008	83585960	Registered
EMS	Germany	09 Int., 42 Int.	302008042610.1/09	02-Jul-2008	24-Oct-2008	3.02008E+11	Registered
EMS	India	09 Int., 42 Int.	1705663	01-Jul-2008	08-Feb-2011	1705663	Registered
EMS	Mexico	09 Int.	945851	07-Jul-2008	19-Oct-2009	1126190	Registered
EMS	United Kingdom	09 Int., 42 Int.	2491511	01-Jul-2008	10-Apr-2009	2491511	Registered
EMS	United States of America	09 Int., 42 Int.	77/366,808	08-Jan-2008	09-Sep-2008	3498393	Registered
MONIES	Canada	00 Canada	677098	15-Mar-1991	07-Feb-1992	TMA394019	Registered
MONIES	United States of America	09 Int.	73/436,329	25-Jul-1983	19-Mar-1985	1325497	Registered
TRU C@LL ACCOUNTANT	United States of America	09 Int., 16 Int.	75/221,894	06-Jan-1997	03-Feb-1998	2134188	Registered
TRU SYSTEM	Canada	00 Canada	639723	30-Aug-1989	18-Sep-1992	TMA402760	Registered
TRU SYSTEM	United States of America	09 Int., 16 Int.	75/221,629	06-Jan-1997	16-Jun-1998	2165378	Registered

OHSUSA:750911276.11