

05/15/2014

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

REC 103667594  
TRADEMARKS ONLY

05.15.14

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
 IntelPeer Cloud Communications LLC

Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC - State: Delaware

Citizenship (see guidelines) \_\_\_\_\_

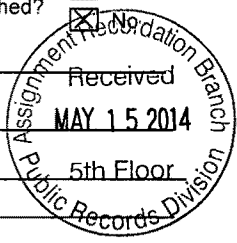
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  
 Additional names, addresses, or citizenship attached?  Yes  No

Name: East West Bank  
 Street Address: 9300 Flair Drive, 6th Floor  
 City: El Monte  
 State: CA  
 Country: USA      Zip: 91731

Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship CA  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)



**3. Nature of conveyance/Execution Date(s) :**  
 Execution Date(s) April 25, 2014

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**  
 A. Trademark Application No.(s)      Text  
77259994

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
INTELEPEER

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
 Name: East West Bank / Henry Jiang  
 Internal Address: Loan Documentation Department  
Loan No. 34800226 & 34800227  
 Street Address: 9300 Flair Drive, 6th Floor  
 City: El Monte  
 State: CA      Zip: 91731  
 Phone Number: 626-371-8666  
 Docket Number: \_\_\_\_\_  
 Email Address: henry.jiang@eastwestbank.com

**6. Total number of applications and registrations involved:** 13

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**      \$ 340

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
 Deposit Account Number: 05/15/2014 KNGUYEN1 00000019 77259994  
 Authorized User Name: \_\_\_\_\_  
 40.00 OP  
 300.00 OP

**9. Signature:** \_\_\_\_\_      5/9/14  
 Signature      Date  
 Henry Jiang  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005280 FRAME: 0140

Continuation page for additional sheet  
IntelPeer Cloud Communications LLC  
Loan No. 34800226 & 34800227

<b>Date Filed</b>	<b>Mark</b>	<b>Serial Number</b>
08/20/2007	INTELEPEER	77260040
08/20/2007	INTELEPEER	77260059
08/20/2007	INTELEPEER	77260067
08/20/2007	INTELEPEER	77260074
11/06/2009	INTELEPEER APPWORX	77867538
04/26/2010	APPWORX	85023145
06/24/2010	SUPERREGISTRY	85070879
02/10/2011	MEDIA PEERING GRID	85238656
02/28/2011	CLOUDWORX	85253139
04/28/2011	CORECLOUD	85307448
10/15/2012	FLUENT	85754171
07/16/2013	CLOUDCENTRAL	86011136

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of April 25, 2014, is entered into by and between EAST WEST BANK, a California banking corporation ("Secured Party"), and INTELEPEER CLOUD COMMUNICATIONS LLC, a Delaware limited liability company ("Grantor"), with reference to the following facts:

### RECITALS

A. Secured Party and Grantor are parties to a Loan and Security Agreement dated as of the date of this Agreement (the "Loan Agreement"). Capitalized terms used herein without definition shall have the respective meanings specified for such terms in the Loan Agreement.

B. Pursuant to the Loan Agreement, Secured Party will make loans and other Credit Extensions to Grantor.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Secured Party and hereby grant Secured Party a security interest in and Lien on all of Grantor's intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantor the loans and other Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

1. Grant of Security Interest. To secure the timely payment and performance of its obligations to Secured Party under the Loan Agreement, Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, computer programs and other rights subject to United States copyright protection listed in Exhibit A attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or

incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights";

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (i) All trademark and servicemark rights, whether registered or not, applications to register (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (j) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (k) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;
- (l) All amendments, extensions and renewals of any of the Copyrights, Trademarks or Patents; and
- (m) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Recordation. Grantor authorizes and requests the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.

3. Supplements; Termination. Grantor hereby authorizes Secured Party (a) to amend this Agreement unilaterally by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of

this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral. Effective upon the satisfaction or discharge of Grantor's Obligations under the Loan Agreement (other than contingent indemnification obligations with respect to which no claim has been made), this Agreement shall terminate and at such time Grantor shall be authorized to, and will receive reasonable assistance from Secured Party to, terminate all financing statements and other filings with the government entities reflecting Secured Party's security interest in the Intellectual Property Collateral and take any other action reasonably necessary to reflect the termination of Secured Party's lien on such assets.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

*[Rest of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

INTELEPEER CLOUD COMMUNICATIONS LLC,  
a Delaware limited liability company

By: INTELEPEER, INC., Sole Member and  
Manager

By: Frank M. Fawzi  
Frank Fawzi, Chief Executive  
Officer

SECURED PARTY:

EAST WEST BANK,  
a California banking corporation

By: Nader M. Makhoul  
Name: NADER MACHSOUKDNIA  
Title: DIRECTOR

Intellectual Property Security Agreement

WEST1247780951.1

TRADEMARK  
REEL: 005280 FRAME: 0145

EXHIBIT A

Copyrights

Description

Registration/  
Application Number

Registration/  
Application/Date

Exhibit A

BN 13138965v2

**TRADEMARK**  
**REEL: 005280 FRAME: 0146**

EXHIBIT B

Patents

<b>DATE FILED</b>	<b>SERIAL NUMBER</b>	<b>PATENT NUMBER</b>	<b>TITLE</b>
10/21/2010	12909481	7912983	MULTI-LAYER STACK PLATFORM FOR CLOUD COMMUNICATIONS
08/27/2010	12869839	7995738	METHOD OF MANAGING A PEERING DATABASE IN A TELECOMMUNICATIONS NETWORK
03/23/2010	12729770	8000464	METHOD OF MANAGING A PEERING DATABASE IN A TELECOMMUNICATIONS NETWORK
07/21/2010	12840687	8064354	OPTIMIZED PATH CALL ROUTING WITH DEVICE IDENTIFIER
08/31/2007	11849044	8089952	INTELLIGENT CALL ROUTING
03/23/2010	12729806	8155291	PAYMENT SYSTEM FOR PAYING PEERING PARTNERS IN A PEERING ARRANGEMENT
01/27/2011	13014919	8171160	MULTI-LAYER STACK PLATFORM FOR CLOUD COMMUNICATIONS
09/17/2010	12884293	8325891	ANTI-LOOPING FOR A MULTIGATEWAY MULTI-CARRIER NETWORK
09/15/2011	13233865	8411832	WIRELESS CALL ROUTING IN A COMMUNICATION PEERING GRID
09/07/2011	13227237	8443104	ROUTING ENGINE WITH FILTERING CAPABILITIES
07/28/2011	13192753	8532275	CLOUD-BASED VIRTUAL TANDEM
08/04/2011	13197887		CASCADING ROUTING QUERIES

Exhibit B

BN 13138965v2

**TRADEMARK**  
**REEL: 005280 FRAME: 0147**



EXHIBIT C

Trademarks

<b>Date Filed</b>	<b>Mark</b>	<b>Serial Number</b>
08/20/2007	INTELEPEER	77259994
08/20/2007	INTELEPEER	77260040
08/20/2007	INTELEPEER	77260059
08/20/2007	INTELEPEER	77260067
08/20/2007	INTELEPEER	77260074
11/06/2009	INTELEPEER APPWORX	77867538
04/26/2010	APPWORX	85023145
06/24/2010	SUPERREGISTRY	85070879
02/10/2011	MEDIA PEERING GRID	85238656
02/28/2011	CLOUDWORX	85253139
04/28/2011	CORECLOUD	85307448
10/15/2012	FLUENT	85754171
07/16/2013	CLOUDCENTRAL	86011136

Exhibit C

BN 13138965v2

EXHIBIT D

Mask Works

Description

Registration/  
Application Number

Registration/  
Application Date

Exhibit D

BN 13138965v2