

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314061

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vonage Marketing LLC		08/13/2014	LIMITED LIABILITY COMPANY:
Vonage Business Solutions Inc.		08/13/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	3982249	ANYWHERE BOX
Registration Number:	2938970	BANDWIDTH SAVER
Registration Number:	2999303	CLICK-2-CALL
Registration Number:	2943178	NETWORK AVAILABILITY NUMBER
Registration Number:	3383408	ONE SMART DECISION
Registration Number:	2614775	REDEFINING COMMUNICATIONS
Registration Number:	2938969	REFER-A-FRIEND
Registration Number:	2977878	SIMULRING
Registration Number:	3808379	
Registration Number:	3483819	STARTS LOW AND STAYS LOW
Registration Number:	3325142	TOLL FREE PLUS
Registration Number:	3987090	V V-FREE
Registration Number:	3359404	VOICEMAIL PLUS
Registration Number:	3709526	VONAGE COMPANION
Registration Number:	3464719	VOICEMAIL YOU CAN READ
Registration Number:	2614773	VONAGE
Registration Number:	3681594	V
Registration Number:	4343103	V

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3440689	VONAGE
Registration Number:	3687598	V
Registration Number:	3459172	VONAGE ME
Registration Number:	3756191	VONAGE MOBILE
Registration Number:	3740428	VONAGE MOBILE
Registration Number:	3821774	VONAGE MOBILE
Registration Number:	3683914	VONAGE PRO
Registration Number:	3341086	VONAGE SOFTPHONE
Registration Number:	3829340	VONAGE SOUNDS GOOD
Registration Number:	3954915	VONAGE SUENA MUY BIEN
Registration Number:	3399990	VONAGE TALK
Registration Number:	3402833	VONAGE VISUAL VOICEMAIL
Registration Number:	3370706	VONAGE V-PHONE
Registration Number:	3874587	VONAGE WORLD
Registration Number:	3294945	VONATIONS
Registration Number:	3294946	VONATIONS
Registration Number:	3294947	VONATIONS
Registration Number:	3303741	VONATIONS
Registration Number:	3294954	VONATIONS
Registration Number:	3303742	VONATIONS
Registration Number:	3554867	V-PORTAL
Registration Number:	3972865	VONAGE SOUNDS GOOD
Registration Number:	3983770	V
Registration Number:	3933951	
Registration Number:	4207840	VONAGE
Registration Number:	4358392	VONAGE
Registration Number:	4106918	TIME TO CALL
Registration Number:	4100296	VONAGE
Registration Number:	4211679	V
Registration Number:	4227929	EXTENSIONS
Registration Number:	4100297	VONAGE
Registration Number:	4173062	VONAGE
Registration Number:	4350727	VONAGE
Registration Number:	4207841	VONAGE
Registration Number:	4339317	VONAGE
Registration Number:	4261586	V
Registration Number:	3873430	VOCALOCITY
Registration Number:	2817231	VOCALOCITY
Registration Number:	3456744	APTELA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4426045	V
Serial Number:	85122765	VONAGE IM
Serial Number:	85339954	EXTENSIONS
Serial Number:	86107628	VONAGE BUSINESS SOLUTIONS
Serial Number:	86107634	VONAGE BUSINESS SERVICES
Serial Number:	85877642	REACHMEROAMING
Serial Number:	85877604	REACHME ROAMING
Serial Number:	85877624	REACH ME ROAMING
Serial Number:	85881439	CRAZY GENEROUS
Serial Number:	85881419	CONNECT GENEROUSLY
Serial Number:	85881454	CHIEF GENEROSITY OFFICER

CORRESPONDENCE DATA

Fax Number: 2149813400

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

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Avenue, Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-37940
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	08/14/2014

Total Attachments: 9

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 13, 2014, by VONAGE MARKETING LLC and VONAGE BUSINESS SOLUTIONS INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property); and
- (d) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


VONAGE MARKETING LLC,
as a Pledgor

By: 
Name: David Pearson
Title: Vice President & Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005344 FRAME: 0237

VONAGE BUSINESS SOLUTIONS INC.,
as a Pledgor

By: 

Name: David Pearson

Title: Vice President & Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005344 FRAME: 0238

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____



Name:

Title: David F. Gibbs
Managing Director

Signature Page to Trademark Security Agreement

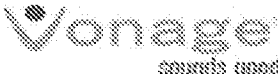
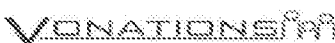
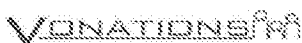
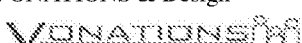
TRADEMARK
REEL: 005344 FRAME: 0239

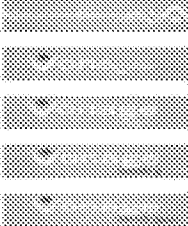










SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS


Trademarks

a) U.S. Trademark Registrations

Owner	Serial No.	Reg. No.	Mark
Vonage Marketing LLC	77/888707	3,982,249	ANYWHERE BOX
Vonage Marketing LLC	76/562133	2,938,970	BANDWIDTH SAVER
Vonage Marketing LLC	76/562127	2,999,303	CLICK-2-CALL
Vonage Marketing LLC	76/562011	2,943,178	NETWORK AVAILABILITY NUMBER
Vonage Marketing LLC	78/963734	3,383,408	ONE SMART DECISION
Vonage Marketing LLC	76/254473	2,614,775	REDEFINING COMMUNICATIONS
Vonage Marketing LLC	76/562130	2,938,969	REFER-A-FRIEND
Vonage Marketing LLC	76/562020	2,977,878	SIMULRING
Vonage Marketing LLC	77/772460	3,808,379	Sound Wave Design 
Vonage Marketing LLC	77/315551	3,483,819	STARTS LOW AND STAYS LOW
Vonage Marketing LLC	76/562010	3,325,142	TOLL FREE PLUS
Vonage Marketing LLC	85/070852	3,987,090	 V-FREE & DESIGN
Vonage Marketing LLC	77/172802	3,359,404	VOICEMAIL PLUS
Vonage Marketing LLC	77/411301	3,709,526	VONAGE COMPANION
Vonage Marketing LLC	77/211,587	3,464,719	VOICEMAIL YOU CAN READ
Vonage Marketing LLC	76/254,145	2,614,773	VONAGE
Vonage Marketing LLC	78/870,810	3,681,594	V & DOT LOGO 
Vonage Marketing LLC	85/327,706	4,343,103	V & DOT LOGO 
Vonage Marketing LLC	78/870,744	3,440,689	VONAGE & DESIGN 
Vonage Marketing LLC	78/870,791	3,687,598	V & DOT LOGO IN CIRCLE 

Owner	Serial No.	Reg. No.	Mark
Vonage Marketing LLC	77/211610	3,459,172	VONAGE ME
Vonage Marketing LLC	78/801236	3,756,191	VONAGE MOBILE
Vonage Marketing LLC	77/274262	3,740,428	VONAGE MOBILE
Vonage Marketing LLC	77/894837	3,821,774	VONAGE MOBILE
Vonage Marketing LLC	77/416187	3,683,914	VONAGE PRO
Vonage Marketing LLC	78/602295	3,341,086	VONAGE SOFTPHONE
Vonage Marketing LLC	77/735214	3,829,340	 VONAGE SOUNDS GOOD
Vonage Marketing LLC	85/123941	3,954,915	VONAGE SUENA MUY BIEN
Vonage Marketing LLC	78/893098	3,399,990	VONAGE TALK
Vonage Marketing LLC	77/211568	3,402,833	VONAGE VISUAL VOICEMAIL
Vonage Marketing LLC	78/893071	3,370,706	VONAGE V-PHONE
Vonage Marketing LLC	77/806590	3,874,587	VONAGE WORLD
Vonage Marketing LLC	78/638257	3,294,945	VONATIONS
Vonage Marketing LLC	78/638295	3,294,946	VONATIONS
Vonage Marketing LLC	78/638316	3,294,947	VONATIONS
Vonage Marketing LLC	78/642362	3,303,741	 VONATIONS & Design
Vonage Marketing LLC	78/642393	3,294,954	 VONATIONS & Design
Vonage Marketing LLC	78/642420	3,303,742	VONATIONS & Design 
Vonage Marketing LLC	77/254485	3,554,867	V-PORTAL

Owner	Serial No.	Reg. No.	Mark
Vonage Marketing LLC	85/009,388	3,972,865	VON VONAGE VONAGE SOUNDS G VONAGE SOUNDS GOOD (Motion Mark) – (claiming orange, blue & white colors) 
Vonage Marketing LLC	85/009,421	3,983,770	Sound Wave Design (Stylized V Wave Design -Motion Mark) 
Vonage Marketing LLC	85/009,306	3,933,951	Sound Mark (Audio Mnemonic)
Vonage Marketing LLC	85/977,024	4,207,840	VONAGE
Vonage Marketing LLC	85/181,313	4,358,392	VONAGE
Vonage Marketing LLC	85/975,986	4,106,918	TIME TO CALL
Vonage Marketing LLC	85/975,987	4,100,296	TIME TO CALL MOBILE APP ICON 
Vonage Marketing LLC	85/977,255	4,211,679	V & DOT LOGO 
Vonage Marketing LLC	85/327,706	4,343,103	V & DOT LOGO 
Vonage Marketing LLC	85/977,155	4,227,929	EXTENSIONS
Vonage Marketing LLC	85/975,988	4,100,297	EXTENSIONS MOBILE APP ICON 
Vonage Marketing LLC	85/976,702	4,173,062	VONAGE & DESIGN 
Vonage Marketing LLC	85/360,439	4,350,727	VONAGE & DESIGN 
Vonage Marketing LLC	85/977,028	4,207,841	VONAGE & DESIGN IN COLOR 
Vonage Marketing LLC	85/378,057	4,339,317	VONAGE & DESIGN IN COLOR 
Vonage Marketing LLC	85/977,212	4,261,586	V & DOT LOGO IN CIRCLE 
Vonage Business Solutions, Inc.	85/004,810	3,873,430	VOCALOCITY
Vonage Business Solutions, Inc.	78/200,193	2,817,231	VOCALOCITY

Owner	Serial No.	Reg. No.	Mark
Vonage Business Solutions, Inc.	77/194,076	3,456,744	APTELA
Vonage Marketing LLC	85/475391	4,426,045	 V

b) U.S. Trademark Applications

Owner	App. No./Serial No.	Mark
Vonage Marketing LLC	85/122,765	VONAGE IM
Vonage Marketing LLC	85/339,954	EXTENSIONS
Vonage Marketing LLC	86/107,628	VONAGE BUSINESS SOLUTIONS
Vonage Marketing LLC	86/107,634	VONAGE BUSINESS SERVICES
Vonage Marketing LLC	85/877,642	REACHMEROAMING
Vonage Marketing LLC	85/877,604	REACHME ROAMING
Vonage Marketing LLC	85/877,624	REACH ME ROAMING
Vonage Marketing LLC	85/881,439	CRAZY GENEROUS
Vonage Marketing LLC	85/881,419	CONNECT GENEROUSLY
Vonage Marketing LLC	85/881,454	CHIEF GENEROSITY OFFICER