

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COHERE COMMUNICATIONS, LLC		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, AS AGENT		
Street Address:	419 Park Avenue South		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86181178	COHERE	
Serial Number:	86193709	COHERE	
CORRESPONDENCE DATA			
Fax Number:	2127358708		
<i>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.</i>			
Phone:	212 735-8668		
Email:	msegui@morrisoncohen.com		
Correspondent Name:	Stephen I. Budow		
Address Line 1:	909 Third Avenue, 27th Floor		
Address Line 2:	c/o Morrison Cohen LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	020767-0030(SBUDOW)		
NAME OF SUBMITTER:	Stephen I. Budow		
SIGNATURE:	/Stephen I. Budow/		
DATE SIGNED:	11/10/2014		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT made as of October 1, 2014, by COHERE COMMUNICATIONS, LLC., a Delaware limited liability company ("Grantor"), in favor of PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, a Delaware limited partnership, as agent for the Purchasers, as defined below ("Agent"):

W I T N E S S E T H

Grantor, its parent and its subsidiaries (collectively with Grantor, the "Company") have entered into a Securities Purchase Agreement and Security Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "Purchase Agreement") with the various investors named therein or which hereafter become a party thereto (each a "Purchaser" and collectively, "Purchasers") and Agent providing for financial accommodations by Agent and Purchasers to the Company. In order to induce Agent and Purchasers to execute and deliver the Purchase Agreement, Grantor has agreed to execute and deliver to Agent for its benefit and for the ratable benefit of Purchasers this Intellectual Property Security Agreement (as amended, modified, restated or supplemented from time to time, this "Agreement");

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Purchase Agreement, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) in accordance with the terms of the Purchase Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance of the Obligations, Grantor hereby grants to Agent for its benefit and for the ratable benefit of Purchasers, and hereby reaffirms its prior grant pursuant to the Purchase Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any additions thereto, reissues, continuations or extensions thereof, and all registrations and trademark applications therefor, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim of Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants.

(i) (i) Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Agent, except for non-exclusive licenses granted in the ordinary course of business or as otherwise permitted under the Purchase Agreement.

(ii) Grantor agrees to disclose to Agent, on a semi-annual basis, all (i) previously filed trademark applications for which Grantor received notice of approval, together with the registration numbers for any and all such approved trademarks, and (ii) new applications for trademarks filed by Grantor, in each case since the last Compliance Certificate provided by Grantor.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Purchase Agreement which has not been waived in writing by Agent, Grantor hereby covenants and agrees that Agent, as the holder, on behalf of itself and the Purchasers, of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Delaware, may take such action permitted under the Purchase Agreement, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Upon the occurrence of an Event of Default that has not been waived in writing by Agent, Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent or Purchasers, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent or Purchasers to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement and the Purchase Agreement and until all of the Obligations are indefeasibly paid and satisfied in full.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by either party hereto with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the County of New York, State of New York, United States of America, and, by execution and delivery of this Agreement, each party hereto accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in

connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made in the manner set forth in the Purchase Agreement. Each party hereto waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each party hereto waives the right to remove any judicial proceeding brought against either party in any state court to any federal court. Any judicial proceeding by either party hereto involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in the federal court for the Southern District of New York or state court located in the County of New York, State of New York.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or Purchasers.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COHERE COMMUNICATIONS, LLC

By: 

Name: Steven T Francesco

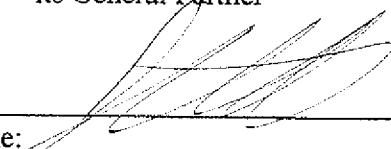
Title: CEO

[Signature Page To IP Security Agreement]

Agreed and Accepted,

**PRAESIDIAN CAPITAL OPPORTUNITY
FUND III, LP, as Agent**

By: Praesidian Capital Opportunity GP III, LLC,
its General Partner

By: 
Name: _____
Title: _____

[Signature Page To IP Security Agreement]

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration/Serial No./ Application No.</u>	<u>Date Registered/Filed</u>
COHERE	86181178	January 31, 2014
COHERE	86193709	February 14, 2014

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EXHIBIT 1

TRADEMARK ASSIGNMENT

COHERE COMMUNICATIONS, LLC, a Delaware limited liability company (“Grantor”), is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”); and

WHEREAS, PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, having a place of business at 419 Park Avenue South, New York, NY 10016 (“Grantee”) is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated October 1, 2014 between Grantor and Grantee (i) each trademark listed on Schedule A annexed hereto (such trademarks referred to as the “Trademarks”), together with any additions thereto, reissues, continuations or extensions thereof, and all registrations and trademark applications therefor, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and (ii) all products and proceeds of the forgoing, including without limitation, any claim of such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____.

[_____]

By: _____

Attorney-in-fact

Witness: