

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349434

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vonage Business Solutions, Inc.		07/27/2015	CORPORATION: DELAWARE
Vonage Marketing LLC		07/27/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60680-6026
<b>Entity Type:</b>	national banking association: UNITED STATES

## PROPERTY NUMBERS Total: 56

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:	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:	3440689	VONAGE

CH \$1415.00 3982249

TRADEMARK

Property Type	Number	Word Mark
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:	3402833	VONAGE VISUAL VOICEMAIL
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:	4343103	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:	4426045	V
Registration Number:	4585397	REACHME ROAMING
Registration Number:	4625634	CRAZY GENEROUS
Registration Number:	3873430	VOCALOCITY

Property Type	Number	Word Mark
Serial Number:	86107628	VONAGE BUSINESS SOLUTIONS

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767

*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:** 3129932647

**Email:** zeynep.gieseke@lw.com

**Correspondent Name:** Zeynep Gieseke

**Address Line 1:** 330 N. Wabash Avenue, Suite 2800

**Address Line 4:** Chicago, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	049067-0081
<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke
<b>SIGNATURE:</b>	/zg/
<b>DATE SIGNED:</b>	07/28/2015

**Total Attachments: 6**

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**Amended and Restated Trademark Security Agreement**

**Amended and Restated Trademark Security Agreement**, dated as of July 27, 2015, 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 an Amended and Restated 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 Amended and Restated Trademark Security Agreement;

WHEREAS, the Pledgors have, pursuant to the Existing Security Agreement, entered into that certain Trademark Security Agreement, dated as of August 13, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Existing Trademark Security Agreement”);

WHEREAS, the parties to the Existing Trademark Security Agreement wish to affirm their obligations under the terms of the Existing Trademark Security Agreement and have agreed to amend and restate the Existing Trademark Security Agreement in its entirety as set forth on the terms of this Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Trademark Security Agreement.

SECTION 5. Counterparts. This Amended and Restated 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 Amended and Restated Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Amended and Restated Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Amended and Restated 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.

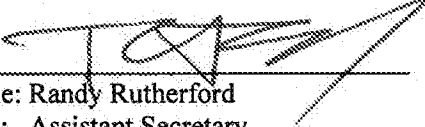
SECTION 7. Amendment and Restatement. Each Pledgor party to the Existing Trademark Security Agreement affirms its duties and obligations under the terms and conditions of the Existing Trademark Security Agreement, and agrees that its obligations outstanding under the Existing Credit Agreement, as amended and restated as of the date hereof by the Credit Agreement, remain in full force and effect and are hereby ratified, reaffirmed and confirmed. Each Pledgor acknowledges and agrees with the Administrative Agent that the Existing Trademark Security Agreement is amended, restated, and superseded in its entirety pursuant to the terms hereof.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Amended and Restated 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 BUSINESS SOLUTIONS INC.**  
**VONAGE MARKETING LLC,**  
each as a Pledgor

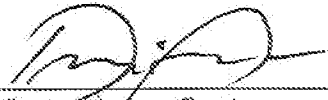
By:   
Name: Randy Rutherford  
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005589 FRAME: 0065**

Accepted and Agreed:

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

By   
Name: *David F. Gibbs*  
Title: *Managing Director*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**  
**to**  
**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademarks**

a) U.S. Trademark Registrations

REGISTRATION NO.	ASSIGNEE
3,982,249	Vonage Marketing LLC
2,938,970	Vonage Marketing LLC
2,999,303	Vonage Marketing LLC
2,943,178	Vonage Marketing LLC
2,614,775	Vonage Marketing LLC
2,938,969	Vonage Marketing LLC
2,977,878	Vonage Marketing LLC
3,808,379	Vonage Marketing LLC
3,483,819	Vonage Marketing LLC
3,325,142	Vonage Marketing LLC
3,987,090	Vonage Marketing LLC
3,359,404	Vonage Marketing LLC
3,709,526	Vonage Marketing LLC
3,464,719	Vonage Marketing LLC
2,614,773	Vonage Marketing LLC
3,681,594	Vonage Marketing LLC
3,440,689	Vonage Marketing LLC
3,687,598	Vonage Marketing LLC
3,459,172	Vonage Marketing LLC
3,756,191	Vonage Marketing LLC
3,740,428	Vonage Marketing LLC
3,821,774	Vonage Marketing LLC
3,683,914	Vonage Marketing LLC
3,341,086	Vonage Marketing LLC
3,829,340	Vonage Marketing LLC
3,954,915	Vonage Marketing LLC
3,402,833	Vonage Marketing LLC
3,874,587	Vonage Marketing LLC
3,294,945	Vonage Marketing LLC
3,294,946	Vonage Marketing LLC
3,294,947	Vonage Marketing LLC
3,303,741	Vonage Marketing LLC
3,294,954	Vonage Marketing LLC
3,303,742	Vonage Marketing LLC
3,554,867	Vonage Marketing LLC
3,972,865	Vonage Marketing LLC
3,983,770	Vonage Marketing LLC
3,933,951	Vonage Marketing LLC
4,207,840	Vonage Marketing LLC
4,358,392	Vonage Marketing LLC



4,106,918	Vonage Marketing LLC
4,100,296	Vonage Marketing LLC
4,211,679	Vonage Marketing LLC
4,343,103	Vonage Marketing LLC
4,227,929	Vonage Marketing LLC
4,100,297	Vonage Marketing LLC
4,173,062	Vonage Marketing LLC
4,350,727	Vonage Marketing LLC
4,207,841	Vonage Marketing LLC
4,339,317	Vonage Marketing LLC
4,261,586	Vonage Marketing LLC
4,426,045	Vonage Marketing LLC
4,585,397	Vonage Marketing LLC
4,625,634	Vonage Marketing LLC
3,873,430	Vonage Business Solutions, Inc.

b) U.S. Trademark Applications

APPLICATION NO.	ASSIGNEE
86/107,628	Vonage Marketing LLC