

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354387

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FUSION TELECOMMUNICATIONS INTERNATIONAL, INC.		08/28/2015	CORPORATION: DELAWARE
NETWORK BILLING SYSTEMS, L.L.C.		08/28/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
PINGTONE COMMUNICATIONS, INC.		08/28/2015	CORPORATION: 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: 7

Property Type	Number	Word Mark
Registration Number:	3264612	V.O.I.C.E. THE ONE THAT WORKS!
Registration Number:	2970850	FUSION TELECOM
Registration Number:	2811986	FUSION TELECOMMUNICATIONS INTERNATIONAL
Registration Number:	2946291	FUSION
Serial Number:	78567087	FUSION
Registration Number:	4775318	CLEAR CONNECTIONS IN THE CLOUD
Registration Number:	2880663	PINGTONE COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: 9175223168

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: 212

Email: msegui@morrisoncohen.com

Correspondent Name: Stephen I. Budow

Address Line 1: 909 Third Avenue

TRADEMARK

Address Line 2: Morrison Cohen LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 020767-0038(SBUDOW)

NAME OF SUBMITTER: Stephen I. Budow

SIGNATURE: /Stephen I. Budow/

DATE SIGNED: 09/09/2015

Total Attachments: 5

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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 28, 2015 (this "Amendment"), by and among FUSION TELECOMMUNICATIONS INTERNATIONAL, INC., a Delaware corporation ("Parent"), NETWORK BILLING SYSTEMS, L.L.C., a New Jersey limited liability company ("NBS"), PINGTONE COMMUNICATIONS, INC., a Delaware corporation ("PingTone," and each of Parent, NBS and PingTone, a "Grantor," and collectively, "Grantors"), and PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP ("Fund III"), a Delaware limited partnership, as agent for the Lenders (as defined below) under the Purchase Agreement referred to below (in such capacity, "Agent").

RECITALS

WHEREAS, in connection with that certain Second Amended and Restated Securities Purchase Agreement and Security Agreement, dated as of October 31, 2014 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "2nd A&R Purchase Agreement"), by and among Fusion NBS Acquisition Corp., a Delaware corporation ("Borrower"), Grantors, Fusion BVX LLC, a Delaware limited liability company ("BVX"), Fund III and the other lenders from time to time party thereto (the "Existing Lenders"), and Fund III as agent for the Existing Lenders, Grantors and Fund III, as agent for the Existing Lenders, entered into that certain Intellectual Property Security Agreement, made as of October 31, 2014 (the "2014 IP Security Agreement"), pursuant to which Grantors granted to Agent security interests in the trademarks set forth on Schedule I annexed thereto (the "Trademark Schedule");

WHEREAS, the 2nd A&R Purchase Agreement is being amended and restated pursuant to that certain Third Amended and Restated Securities Purchase Agreement and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among Borrower, Grantors, BVX, Fund III and the other lenders party thereto from time to time (the "Lenders"), and Agent;

WHEREAS, pursuant to the terms of the Purchase Agreement, Grantors have granted to Agent a security interest in substantially all of Grantors' assets, including, without limitation, all of its trademarks;

WHEREAS, following the execution and delivery of the 2014 IP Security Agreement, Parent has acquired interests in an additional trademark with USPTO Registration No.4775318 (the "New Trademark"); and

WHEREAS, it is a condition precedent to the execution and delivery of the Purchase Agreement by the Lenders that Grantors enter into this Amendment to add the New Trademark to the Trademark Schedule.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the 2014 IP Security Agreement as follows:

1. Schedules. The Trademark Schedule is hereby amended and restated in its entirety in the form of Schedule I attached hereto.


2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the 2014 IP Security Agreement shall remain in full force and effect as executed.

3. Miscellaneous. This Amendment, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York. This Amendment may be executed in any number of counterparts (including by way of facsimile or other electronic transmission), all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.


[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this First Amendment to Intellectual Property Security Agreement to be duly executed as of the date and year last above written.


**FUSION TELECOMMUNICATIONS
INTERNATIONAL, INC.**

By: 
Name: Gordon Hutchins, Jr.
Title: President and Chief Operating Officer

NETWORK BILLING SYSTEMS, L.L.C.

By: 
Name: Gordon Hutchins, Jr.
Title: Executive Vice President

PINGTONE COMMUNICATIONS, INC.

By: 
Name: Gordon Hutchins, Jr.
Title: President and Chief Operating Officer


[Signature Page to First Amendment to Intellectual Property Security Agreement]

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Accepted and agreed to as of the day and year last above written,

PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, as Agent


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

By: 
Name: Jason D. Drattell
Title: Manager

[Signature Page to First Amendment to Intellectual Property Security Agreement]

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**SCHEDULE I TO FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<u>Owner</u> <u>Trademark Description</u>	<u>U.S. Registration/Serial No./</u> <u>Application No.</u>	<u>Date Registered/Filed</u>
<u>Network Billing Systems, L.L.C.</u>		
"V.O.I.C.E. the one that works!"	Registration No. 3264612	Filed: April 17, 2006 Registered: July 17, 2007
<u>Fusion Telecommunications International, Inc.</u>		
"Fusion Telecom"	Registration No. 2970850	Filed: October 21, 1998 Registered: July 19, 2005
"Fusion Telecommunications International"	Registration No. 2811986	Filed: October 21, 1998 Registered: February 10, 2004
"Fusion"	Registration No. 2946291	Filed: October 21, 1998 Registered: May 3, 2005
Fusion [Logo]: 	Serial No. 78567087	Filed: February 14, 2005
"Clear Connections in the Cloud"	Registration No. 4775318	Filed: May 14, 2014 Registered: July 21, 2015
<u>PingTone Communications, Inc.</u>		
"PingTone Communications"	Registration No. 2880663	Filed: January 22, 2002 Registered: September 7, 2007

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