

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM354587

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, AS AGENT		08/28/2015	LIMITED PARTNERSHIP: DELAWARE
PRAESIDIAN CAPITAL OPPORTUNITY FUND III-A, LP		08/28/2015	LIMITED PARTNERSHIP:
PLEXUS FUND II, LP		08/28/2015	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FUSION TELECOMMUNICATIONS INTERNATIONAL, INC.		
<b>Street Address:</b>	420 Lexington Avenue, Suite 1718		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10170		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	NETWORK BILLING SYSTEMS, L.L.C.		
<b>Street Address:</b>	420 Lexington Avenue, Suite 1718		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10170		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3264612	V.O.I.C.E. THE ONE THAT WORKS!	
<b>Registration Number:</b>	2970850	FUSION TELECOM	
<b>Registration Number:</b>	2811986	FUSION TELECOMMUNICATIONS INTERNATIONAL	
<b>Registration Number:</b>	2946291	FUSION	
<b>Serial Number:</b>	78567087	FUSION	
<b>Registration Number:</b>	2880663	PINGTONE COMMUNICATIONS	
<b>CORRESPONDENCE DATA</b>			

CH \$165.00 3264612

**Fax Number:** 2125223168

***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) 735-8668

**Email:** msegui@morrisoncohen.com

**Correspondent Name:** Stephen I. Budow

**Address Line 1:** 909 Third Avenue

**Address Line 2:** Morrison Cohen LLP

**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	020767-0038(SBUDOW)
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<b>NAME OF SUBMITTER:</b>	Stephen I. Budow
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<b>SIGNATURE:</b>	/Stephen I. Budow/
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<b>DATE SIGNED:</b>	09/10/2015
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**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of August 28, 2015, by **PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP**, a Delaware limited partnership (“Fund III”), **PRAESIDIAN CAPITAL OPPORTUNITY FUND III-A, LP**, a Delaware limited partnership (“Fund III-A”), and **PLEXUS FUND II, LP**, a Delaware limited partnership (“Plexus” and, together with Fund III and Fund III-A, collectively, “Lenders”), in favor of **FUSION TELECOMMUNICATIONS INTERNATIONAL, INC.**, a Delaware corporation (“Parent”), and **NETWORK BILLING SYSTEMS, L.L.C.**, a New Jersey limited liability company (“NBS” and together with Parent, collectively, “Grantors”). Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Second Amended and Restated Purchase Agreement (as defined below).

**WHEREAS**, Grantors and Lenders entered into that certain Securities Purchase Agreement and Security Agreement, dated as of October 29, 2012, by and among Fusion NBS Acquisition Corp., a Delaware corporation (“Borrower”), Grantors, Lenders, Fund III, as agent for the Lenders and other lenders party thereto from time to time, and the other parties thereto from time to time (the “Original Purchase Agreement”);

**WHEREAS**, Grantors granted a security interest directly to each Lender in all right, title and interest of Grantors in, to and under (each a “Lender Lien”) the trademarks set forth on Schedule I annexed hereto (the “Released Collateral”) pursuant to the terms of (i) the Original Purchase Agreement and (ii) that certain Intellectual Property Security Agreement, dated as of October 29, 2012, by and among Grantors and Lenders (the “Original IP Security Agreement”), which was recorded with the United States Patent and Trademark Office (“USPTO”) on November 7, 2012 at reel/frame number 004895/0848.

**WHEREAS**, (i) the Original Purchase Agreement was amended and restated on December 31, 2013, pursuant to that certain Amended and Restated Securities Purchase Agreement and Security Agreement, by and among the Grantors, Borrower, Lenders, Fund III, as agent for the Lenders and other lenders party thereto from time to time, and the other parties thereto from time to time (the “First Amended and Restated Purchase Agreement”), and (ii) the First Amended and Restated Purchase Agreement was amended and restated on October 31, 2014, pursuant to that certain Second Amended and Restated Securities Purchase Agreement and Security Agreement, by and among the Grantors, Borrower, Lenders, Fund III, as agent for the Lenders and other lenders party thereto from time to time (“Agent”), and the other parties thereto from time to time (the “Second Amended and Restated Purchase Agreement”);

**WHEREAS**, in connection with the Second Amended and Restated Purchase Agreement, Parent, NBS, Pingtone Communications, Inc., a Delaware corporation (“PingTone”), and Fund III, entered into that certain Intellectual Property Agreement, dated as of October 31, 2014 (the “2014 IP Security Agreement”), pursuant to which Parent, NBS and PingTone granted to Agent security interests in the Released Collateral and certain other trademarks; and

**WHEREAS**, in accordance with the terms of the 2014 IP Security Agreement, the 2014 IP Security Agreement superseded the Original IP Security Agreement and, accordingly, each of the

Lenders now desires to release in its entirety its liens on and security interests in, to and under the Released Collateral.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lender hereby agrees as follows:

1. Acknowledgment; Release of Security Interest. Each Lender hereby, without representation, warranty or recourse, whether express, implied or statutory, terminates and releases in its entirety its Lender Lien in the Released Collateral. For the avoidance of doubt, nothing in the foregoing is intended to, and nothing in the foregoing shall, other than with respect to the Lender Liens, release any lien granted to Agent in the Released Collateral under the Transaction Documents.

2. Recordation. Each Lender authorizes and requests that the Commissioner for Trademarks at the USPTO and any other applicable government officer record this Release.

3. Governing Law. This Release is to be governed and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the day and year first above written.

**PRAESIDIAN CAPITAL OPPORTUNITY  
FUND III, LP**

By: Praesidian Capital Opportunity C/P III, LLC,  
its General Partner

By:   
Name: Jason D. Drattell  
Title: Manager

**PRAESIDIAN CAPITAL OPPORTUNITY  
FUND III-A, LP**

By: Praesidian Capital Opportunity C/P III-A, LLC,  
its General Partner

By:   
Name: Jason D. Drattell  
Title: Manager

**PLEXUS FUND II, L.P.**

By: Plexus Fund II GP, LLC,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

[Signature Page to Release of Security Interest in Trademarks]

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IN WITNESS WHEREOF, the undersigned have executed **THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** as of the day and year first above written.

**PRAESIDIAN CAPITAL OPPORTUNITY  
FUND III, LP**

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

By: \_\_\_\_\_  
Name: Jason D. Drattell  
Title: Manager

**PRAESIDIAN CAPITAL OPPORTUNITY  
FUND III-A, LP**

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

By: \_\_\_\_\_  
Name: Jason D. Drattell  
Title: Manager

**PLEXUS FUND II, L.P.**


By: Plexus Fund II GP, LLC,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

[Signature Page to Release of Security Interest in Trademarks]

# SCHEDULE I

## TRADEMARK REGISTRATIONS

<u>Owner</u> Trademark Description	U.S. Registration/Serial No./ Application No.	Date Registered/Filed
<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, LLC</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 <i>[Logo]</i> : 	Serial No. 78567087	Filed: February 14, 2005
<u>PingTone Communications, Inc.</u>		
"PingTone Communications"	Serial No. 2880663	Filed: September 7, 2007