

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bridgevoice, Inc.		11/10/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P., as Collateral Agent		
Street Address:	201 Main St., Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4330368	CAL N ROAM JUST TALK, ANYWHERE!	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	erobinson@hunton.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree St NE, Suite 4100		
Address Line 2:	c/o Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	78299.000012		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	11/11/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of November 10, 2015, is made by **BRIDGEVOICE, INC.**, a New York corporation (“**Grantor**”), in favor of **CRESTLINE DIRECT FINANCE, L.P.** (“**Crestline**”), as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

RECITALS:

WHEREAS, pursuant to that certain Term Loan and Guaranty Agreement, dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, BB GROUP LLC, a Delaware limited liability company, as a Guarantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and Crestline, as Administrative Agent, Collateral Agent and Lead Arranger, Lenders have agreed to make certain Term Loans to Borrowers; and

WHEREAS, Lenders are willing to make the Term Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Secured Parties, this Agreement and the Pledge and Security Agreement; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement to Collateral Agent, for the benefit of itself and the other Secured Parties; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2. **Grant of Security Interest in Trademark Collateral.** As security for the payment and performance in full of the Secured Obligations, Grantor hereby grants to Collateral Agent, for the benefit of itself and the Secured Parties, a security interest and continuing Lien on all of Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all extensions or renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License; provided, however, that the security interest

in the Trademarks shall not include, and no grant of security interest shall be deemed granted hereunder, in any application for a trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including all such United States and foreign trademark applications that are based on an intent-to-use the mark in commerce, unless and until such time that the grant and/or enforcement of the security interest will not cause such trademark to be invalidated, canceled, voided or abandoned.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Authorization to Supplement.** Upon delivery of a Pledge Supplement by Grantor or any other Credit Party pursuant to the terms of Section 4.7(b)(vii) of the Pledge and Security Agreement, Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks, Trademark Licenses or applications therefore of Grantor, which become Trademarks or Trademark Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

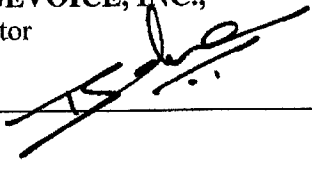
5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

6. **APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

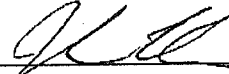
BRIDGEVOICE, INC.,
as Grantor

By: 
Name: _____
Title:

ACCEPTED AND ACKNOWLEDGED BY:


CRESTLINE DIRECT FINANCE, L.P.,
as Collateral Agent

By: _____


Name: By: Crestline Direct Finance (GP), L.L.C., its general Partner
Title: By: Crestline Investors, Inc., its manager
By: John S. Cochran, Vice-President

Schedule 1

TRADEMARKS

JURISDICTION	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
US Federal		4,330,368	May 7, 2013

TRADEMARK APPLICATIONS

JURISDICTION	TRADEMARK	SERIAL NO.	FILING DATE
None	None	None	None