

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371299

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Interest Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as the prior administrative agent		01/29/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as the current administrative agent		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85703055	HOME PRESENCE	
<b>Registration Number:</b>	3162529	HANDS ON VIDEO RELAY SERVICE	
<b>Registration Number:</b>	3156554	RELAY & BEYOND	
<b>Registration Number:</b>	3115477	I711	
<b>Registration Number:</b>	3105364	I711.COM	
<b>Registration Number:</b>	3199884	I711.COM	
<b>Registration Number:</b>	2989752	MY IP RELAY	
<b>Registration Number:</b>	3944785	PURPLE	
<b>Registration Number:</b>	4042422	PURPLE COMMUNICATIONS	
<b>Registration Number:</b>	3588023	PURPLE	
<b>Registration Number:</b>	3966623	PURPLE POWER	
<b>Registration Number:</b>	3981818	POWERED BY PURPLE	
<b>Registration Number:</b>	3981817	PURPLE NUMBER	
<b>Registration Number:</b>	3755269	PURPLE MAIL	
<b>Registration Number:</b>	3990489	PURPLE LANGUAGE SERVICES	
<b>Registration Number:</b>	4545326	SMARTVP	
<b>Registration Number:</b>	4459667	PURPLE VRS	
<b>Registration Number:</b>	4589166	PURPLE ONE	
<b>Registration Number:</b>	4564428		
<b>TRADEMARK</b>			

CH \$490.00 85703055

**CORRESPONDENCE DATA****Fax Number:** 2128366337

*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:** 212-836-7319**Email:** paul.somelofske@kayescholer.com**Correspondent Name:** Paul J. Somelofske c/o Kaye Scholer LLP**Address Line 1:** 250 West 55th Street**Address Line 2:** Room 1119**Address Line 4:** New York, NEW YORK 10019-9710

<b>ATTORNEY DOCKET NUMBER:</b>	66509-0012-05948
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<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske
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<b>SIGNATURE:</b>	/Paul J. Somelofske/
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<b>DATE SIGNED:</b>	02/01/2016
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**Total Attachments: 6**

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**TRADEMARK SECURITY INTEREST ASSIGNMENT  
AGREEMENT**

**THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of this 29<sup>th</sup> day of January, 2016, by BANK OF AMERICA, N.A., as the prior administrative agent (in such capacity, "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the current administrative agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to the Security and Pledge Agreement, dated as of December 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among PURPLE COMMUNICATIONS, INC., a Delaware corporation (the "Grantor"), the other Obligors party thereto and Assignor;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Assignor a first lien security interest in, and lien on, all of its right, title and interest in and to the Collateral (as defined in the Security Agreement) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof (collectively, the "Trademark Collateral");

WHEREAS, that certain Notice of Grant of Security Interest in Trademarks (the "Notice of Grant") with respect to the security interest granted by the Grantor under the Security Agreement in the Trademark Collateral, was recorded with the United States Patent and Trademark Office on December 26, 2012 on Reel 004928 / Frame 0728;

WHEREAS, effective as of August 1, 2015, Assignor resigned as administrative agent under the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement, dated as of January 29, 2016, among Assignor, Assignee and the lenders under the Credit Agreement party thereto, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the Notice of Grant, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the Notice of Grant, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

**ASSIGNOR:**

BANK OF AMERICA, N.A., as the prior administrative agent

By: Cj  
Name: Cindy Jordan  
Title: Assistant Vice President

**ASSIGNEE:**

WILMINGTON TRUST, NATIONAL ASSOCIATION, as the current administrative agent

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

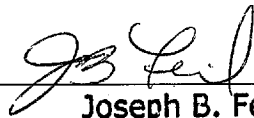
**ASSIGNOR:**

BANK OF AMERICA, N.A., as the prior  
administrative agent

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

**ASSIGNEE:**

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as the current administrative agent

By:  \_\_\_\_\_  
Name: **Joseph B. Feil**  
Title: **Vice President**

**ACKNOWLEDGED AND AGREED:**

PURPLE COMMUNICATIONS, INC.

By: \_\_\_\_\_

Name: Robert Rae

Title: President

Signature Page to Trademark Security Interest Assignment Agreement (PURPLE COMMUNICATIONS, INC.)

SCHEDULE I  
TO  
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

**Purple Communications, Inc.**  
**(Delaware corporation)**

**U.S. Trademarks and Trademark Applications**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
HANDS ON VIDEO RELAY SERVICE and Design	3162529	10/24/06
RELAY & BEYOND	3156554	10/17/06
I711	3115477	07/11/06
I711.COM and Design	3105364	06/13/06
I711.COM	3199884	01/16/07
MY IP RELAY	2989752	08/30/05
PURPLE and Design	3944785	04/12/11
PURPLE COMMUNICATIONS	4042422	10/18/11
PURPLE	3588023	03/10/09
PURPLE POWER	3966623	05/24/11
POWERED BY PURPLE	3981818	06/21/11
PURPLE NUMBER	3981817	06/21/11
PURPLE MAIL	3755269	03/02/10
PURPLE LANGUAGE SERVICES	3990489	07/05/11
SMARTVP	4545326	06/03/14
PURPLE VRS	4459667	12/31/13
PURPLE ONE	4589166	08/19/14
Design only	4564428	07/08/14

**Pending Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
HOME PRESENCE	85703055	08/14/12