

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383401

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900362632

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ONVOY, LLC		04/29/2016	Limited Liability Company: MINNESOTA
BROADVOX, LLC		04/29/2016	Limited Liability Company: DELAWARE
LAYERED COMMUNICATIONS LLC		04/29/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SUNTRUST BANK, as Administrative Agent
<b>Street Address:</b>	211 Perimeter Center Parkway
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30346
<b>Entity Type:</b>	Corporation: GEORGIA

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	2163819	MEANS TELCOM
<b>Registration Number:</b>	3098972	O
<b>Serial Number:</b>	86912495	
<b>Registration Number:</b>	2742327	ONVOY
<b>Registration Number:</b>	2641492	ONVOY
<b>Registration Number:</b>	3973385	SERVERCONNECT
<b>Registration Number:</b>	4286279	MY SCRIBBIT TRANSCRIBES YOUR VOICEMAILS
<b>Registration Number:</b>	3845039	VITELITY
<b>Serial Number:</b>	86175945	VMOBILE
<b>Registration Number:</b>	3386976	VOIP360
<b>Registration Number:</b>	2940100	BROADVOX
<b>Registration Number:</b>	4560424	LAYERED COMMUNICATIONS

**CORRESPONDENCE DATA****Fax Number:** 4045725100*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:** 404-572-3431**Email:** cfraser@kslaw.com**Correspondent Name:** Carol Fraser, Paralegal**Address Line 1:** 1180 Peachtree Street**Address Line 2:** King & Spalding**Address Line 4:** Atlanta, GEORGIA 30309-3521**ATTORNEY DOCKET NUMBER:** ONVOY - 52990.515078**NAME OF SUBMITTER:** Carol Fraser**SIGNATURE:** //Carol Fraser//**DATE SIGNED:** 05/06/2016**Total Attachments: 11**

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## Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of April 29, 2016 (this “Security Agreement”), is made by ONVOY, LLC, a Minnesota limited liability company (“Onvoy”), LAYERED COMMUNICATIONS LLC, a Delaware limited liability company (“Layered”) and BROADVOX, LLC, a Delaware limited liability company (“Broadvox” and together with Onvoy and Layered, each, individually, a “Grantor” and, collectively, the “Grantors”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, Onvoy Intermediate Holdings Inc., a Delaware corporation, Onvoy, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, Onvoy and certain of its Subsidiaries, including, Broadvox and Layered, have entered into the Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

**Section 1**      **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**      **Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i)      all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii)      all renewals and extensions of the foregoing;

(iii)      all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv)      all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3** **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4** **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by each Grantor in its own name as of the date hereof.

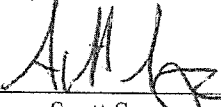
**Section 5** **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6** **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

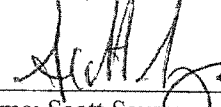
**Section 7** **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

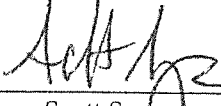
**ONVOY, LLC**

By:   
Name: Scott Sawyer  
Title: General Counsel

**BROADVOX, LLC**

By:   
Name: Scott Sawyer  
Title: General Counsel

**LAYERED COMMUNICATIONS, LLC**

By:   
Name: Scott Sawyer  
Title: General Counsel

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**

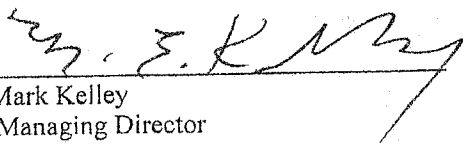
By: \_\_\_\_\_  
Name:  
Title:

*[Signature page to Trademark Security Agreement]*

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**

By:   
Name: Mark Kelley  
Title: Managing Director

*[Signature page to Trademark Security Agreement]*

SCHEDULE I

Trademarks

Onvoy, LLC - U.S. Trademarks

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>
Onvoy, LLC	MEANS TELCOM	75281864 / April 28, 1997	2163819 / June 9, 1998
Onvoy, LLC		78373264 / February 24, 2004	3098972 / May 30, 2006
Onvoy, LLC		86912495 / February 18, 2016	Pending Application
Onvoy, LLC	ONVOY	75668379 / March 26, 1999	2742327 / July 29, 2003
Onvoy, LLC		75722946 / June 7, 1999	2641492 / October 29, 2002
Onvoy, LLC	SERVERCONNECT	85124842 / September 8, 2010	3973385 / June 7, 2011
Onvoy, LLC		85676322 / July 13, 2012	4286279 / February 5, 2013
Onvoy, LLC	VITELITY	77930335 / February 8, 2010	3845039 / September 7, 2010
Onvoy, LLC	VMOBILE	86175945 / January 27, 2014	Pending Application
Onvoy, LLC	VOIP360	78966159 / September 1, 2006	3386976 / February 19, 2008

**Broadvox, LLC- U.S. Trademarks**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Serial No. /Filing Date</u>	<u>Registration No./ Registration Date</u>
Broadvox, LLC	BROADVOX	78396686 / April 5, 2004	2940100 / April 12, 2005

**Layered Communications, LLC- U.S. Trademarks**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Application Serial No. /Filing Date</u>	<u>Registration No./ Registration Date</u>
Layered Communications, LLC	LAYERED COMMUNICATIONS	86149675 / December 20, 2013	4560424 / July 1, 2014