

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390502

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GENBAND US LLC		07/01/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>Internal Address:</b>	HF 150		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1109917	D M S	
<b>Registration Number:</b>	1187459	DCO	
<b>Registration Number:</b>	1989026	C3C	
<b>Registration Number:</b>	2449024	G6	
<b>Registration Number:</b>	2449025		
<b>Registration Number:</b>	2450844	G6	
<b>Registration Number:</b>	3166582	PARENT PATROL	
<b>Registration Number:</b>	3225988	POWERED BY PARENT PATROL	
<b>Registration Number:</b>	3446876	GENBAND	
<b>Registration Number:</b>	3653286	G9	
<b>Registration Number:</b>	3653287	G9	
<b>Registration Number:</b>	3742792	GENBAND G2	
<b>Registration Number:</b>	3786338	A AZTEK NETWORKS	
<b>Registration Number:</b>	3819288	CLOUDBANK	
<b>Registration Number:</b>	3867910	AZTEK 5000LF	
<b>Registration Number:</b>	3874023	DRIVING THE NETWORK EVOLUTION	
<b>Registration Number:</b>	4168570	GENBAND GENIUS	
<b>Registration Number:</b>	4183855	S2	

OP \$815.00 1109917

Property Type	Number	Word Mark
Registration Number:	4305635	GENBAND GENIUS
Registration Number:	4513917	FROM THE CORE TO THE EDGE TO THE EXPERIE
Registration Number:	4614537	EXPERIUS
Registration Number:	4692865	GENVIEW
Registration Number:	4692869	GENBAND
Registration Number:	4692870	GENBAND
Registration Number:	4692871	
Registration Number:	4696487	GENBAND NUVIA
Registration Number:	4716969	NUVIA
Registration Number:	4724287	GENBAND EXPERIUS
Registration Number:	4759491	BUSINESS CALL
Registration Number:	4811162	GENERATION ENTERPRISE
Serial Number:	86355337	KANDY
Serial Number:	85870212	CONTINUUM

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Stewart Walsh

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, LTD

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F164076

**NAME OF SUBMITTER:** ANDREW NASH

**SIGNATURE:** /Andrew Nash/

**DATE SIGNED:** 07/06/2016

**Total Attachments: 7**

source=FINAL -- Trademark Security Agreement -- Genband#page1.tif  
source=FINAL -- Trademark Security Agreement -- Genband#page2.tif  
source=FINAL -- Trademark Security Agreement -- Genband#page3.tif  
source=FINAL -- Trademark Security Agreement -- Genband#page4.tif  
source=FINAL -- Trademark Security Agreement -- Genband#page5.tif  
source=FINAL -- Trademark Security Agreement -- Genband#page6.tif  
source=FINAL -- Trademark Security Agreement -- Genband#page7.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of July 1, 2016, is entered into by and among each of the signatories hereto (each and together, jointly and severally, the “*Grantor*”) and SILICON VALLEY BANK, as Administrative Agent (as defined in the below described Credit Agreement) (the “*Assignee*”), pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and the other signatories thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among the Grantor, Holdings (as defined therein), the Assignee and the lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Secured Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof. Notwithstanding anything herein to the contrary, no security interest shall be granted in any intent to use application at the United States Patent and Trademark Office with respect to intellectual property to the extent an assignment for security purposes would be rendered invalid, abandoned, void or impair the validity or enforceability of such intent to use application.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. The Grantor and the Assignee agree that the security interest set forth herein and in the Guarantee and Collateral Agreement is not to be construed as an assignment of any Trademark.

2. Modifications

This Agreement or any provision hereof may not be changed, waived or terminated except in writing signed by the parties hereto. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

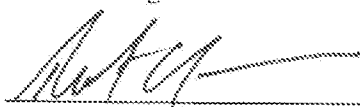
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission shall be equally effective as delivery of an original executed counterpart hereof.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**SILICON VALLEY BANK,**  
as Administrative Agent

By:   
Name: Robert Clouse  
Title: Director

GRANTOR:

GENBAND US LLC

By:   
Name: David Ralford  
Title: Chief Financial Officer and  
Executive Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005831 FRAME: 0674**

Schedule A to TRADEMARK SECURITY AGREEMENT

[See Attached.]

Registered Trademarks of GENBAND US LLC

JURISDICTION	REG NO	REG DATE	FILING DATE	RECORD OWNER	TRADEMARK	TRADEMARK IN USE (Y/N)
United States of America	1109917	Dec-26-1978	Jun-30-1977	GENBAND US LLC	DMS	Y
United States of America	1187459	Jan-26-1982	May-12-1980	GENBAND US LLC	DCO	Y
United States of America	1899026	Jul-23-1996	Jun-24-1994	The Strata Group, Inc.	C3C	N
United States of America	2449024	May-8-2001	Feb-25-2000	GENBAND US LLC	G6 & DESIGN	Y
United States of America	2449025	May-8-2001	Feb-25-2000	GENBAND US LLC	MISC. DESIGN (Revised)	Y
United States of America	2450844	May-15-2001	Feb-15-2000	GENBAND US LLC	G6	Y
United States of America	3166582	Oct-31-2006	Apr-27-2005	The Strata Group, Inc.	PARENT PATROL	N
United States of America	3225988	Apr-3-2007	Nov-10-2005	The Strata Group, Inc.	POWERED BY PARENT PATROL (AND DESIGN)	N
United States of America	3446876	Jun-10-2008	May-25-2006	GENBAND US LLC	GENBAND	Y
United States of America	3653286	Jul-14-2009	May-2-2008	GENBAND US LLC	G9 & Design	Y
United States of America	3653287	Jul-14-2009	May-2-2008	GENBAND US LLC	G9	Y
United States of America	3742792	Jan-26-2010	Jun-27-2007	GENBAND US LLC	GENBAND G2	N
United States of America	3786338	May-4-2010	Sep-14-2006	Aztek Networks, Inc.	AZTEK NETWORKS & Design	N
United States of America	3819288	Jul-13-2010	Feb-4-2009	Ventraq, Inc.	CLOUDBANK	N
United States of America	3867910	Oct-26-2010	Feb-5-2008	Aztek Networks, Inc.	AZTEK 5000LF	N
United States of America	3874023	Nov-9-2010	Dec-5-2008	GENBAND US LLC	DRIVING THE NETWORK EVOLUTION	N
United States of America	4168570	Jul-3-2012	Sep-15-2010	GENBAND US LLC	GENBAND GENIUS & Design	Y
United States of America	4183855	Jul-31-2012	Oct-12-2010	GENBAND US LLC	S2	Y
United States of America	4305635	Mar-19-2013	Sep-15-2010	GENBAND US LLC	GENBAND GENIUS FROM THE CORE TO THE EDGE TO THE EXPERIENCE	Y
United States of America	4513917	Apr-15-2014	Aug-8-2013	GENBAND US LLC	EXPERIUS	Y
United States of America	4614537	Sep-30-2014	Mar-7-2013	GENBAND US LLC	EXPERIUS	Y
United States of America	4692865	Feb-24-2015	Dec-17-2012	GENBAND US LLC	GENVIEW	Y
United States of America	4692869	Feb-24-2015	Dec-21-2012	GENBAND US LLC	GENBAND	Y
United States of America	4692870	Feb-24-2015	Dec-21-2012	GENBAND US LLC	GENBAND & Design (3 Circles)	Y
United States of America	4692871	Feb-24-2015	Dec-21-2012	GENBAND US LLC	MISC. DESIGN (3 CIRCLES)	Y
United States of America	4696487	Mar-3-2015	Mar-8-2013	GENBAND US LLC	GENBAND NUVIA & Design	Y
United States of America	4716969	Apr-7-2015	Mar-7-2013	GENBAND US LLC	NUVIA	Y
United States of America	4724287	Apr-21-2015	Mar-8-2013	GENBAND US LLC	GENBAND EXPERIUS & Design	Y
United States of America	4759491	Jun-23-2015	Oct-17-2014	GENBAND US LLC	BUSINESSCALL	Y
United States of America	4811162	Sep-15-2015	Jul-30-2014	GENBAND US LLC	GENERATION ENTERPRISE	Y



**Pending Trademark Applications of GENBAND US LLC**

<b>Jurisdiction</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Applicant / Owner</b>	<b>Trademark</b>	<b>Trademark In Use</b>
United States of America	86355337	August 1, 2014	GENBAND US LLC	KANDY (with design)	Yes
United States of America	85870212	March 7, 2013	GENBAND US LLC	CONTINUUM	Yes