

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390977

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vertical Communications, Inc.		07/11/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73104250	COMDIAL	
<b>Serial Number:</b>	73581657	STARPLUS	
<b>Serial Number:</b>	74194710	COMDIAL	
<b>Serial Number:</b>	74668951	VODAVI	
<b>Serial Number:</b>	76663494	VERTICAL WAVE	
<b>Serial Number:</b>	77196747	TELEVANTAGE	
<b>Serial Number:</b>	77218997	VERTICAL WAVE VIEWPOINT	
<b>Serial Number:</b>	77219010	WAVE IP 2500	
<b>Serial Number:</b>	78617554	VERTICAL COMMUNICATIONS	
<b>Serial Number:</b>	85258655	MBX IP	
<b>Serial Number:</b>	85262193	SBX IP	
<b>Serial Number:</b>	86018764	BUSINESS IN MOTION	
<b>Serial Number:</b>	86255115	CRMLINK	
<b>Serial Number:</b>	86783970	V VERTICAL	
<b>Serial Number:</b>	86783937	V VERTICAL	
<b>Serial Number:</b>	75125698	CORPORATE OFFICE	
<b>Serial Number:</b>	74393166	QUICKQ	
<b>Serial Number:</b>	74711128	DHS	

OP \$465.00 73104250

**CORRESPONDENCE DATA****Fax Number:** 2158325619*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:** 215-569-5619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye**Address Line 1:** Blank Rome LLP**Address Line 2:** One Logan Square, 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-6998

<b>ATTORNEY DOCKET NUMBER:</b>	074658-16030
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	07/11/2016

**Total Attachments: 6**

source=PNC\_Vertical - Trademark Security Agreement (executed)#page1.tif

source=PNC\_Vertical - Trademark Security Agreement (executed)#page2.tif

source=PNC\_Vertical - Trademark Security Agreement (executed)#page3.tif

source=PNC\_Vertical - Trademark Security Agreement (executed)#page4.tif

source=PNC\_Vertical - Trademark Security Agreement (executed)#page5.tif

source=PNC\_Vertical - Trademark Security Agreement (executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 11<sup>th</sup> day of July, 2016, by the Grantor listed on the signature pages hereof ("Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), among Vertical Communications Holdco, Inc., a Delaware corporation, Grantor, Fulton Communications, Inc., a Georgia corporation, Fulton Communications of Massachusetts, LLC, a Massachusetts limited liability company, the persons which are now or which hereafter become a party thereto as lenders (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not

they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

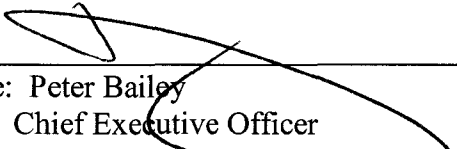
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit

Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

IN WITNESS WHEREOF, 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.

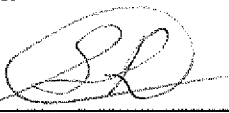
GRANTOR:

VERTICAL COMMUNICATIONS, INC.,  
a Delaware corporation

By:   
Name: Peter Bailey  
Title: Chief Executive Officer

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

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

Name: Steve Roberts

Title: Senior Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Application Num</b>	<b>Title</b>	<b>Type</b>	<b>Status</b>	<b>Issue Date</b>
73104250	COMDIAL	Trademark	Issued	2/14/78
73581657	STARPLUS	Trademark	Issued	8/26/86
74194710	COMDIAL	Trademark	Issued	6/30/92
74668951	VODAVI	Trademark	Issued	11/12/96
76663494	VERTICAL WAVE	Trademark	Issued	7/22/08
77196747	TELEVANTAGE	Trademark	Issued	6/24/08
77218997	VERTICAL WAVE VIEWPOINT	Trademark	Issued	7/1/08
77219010	WAVE IP 2500	Trademark	Issued	6/17/08
78617554	VERTICAL COMMUNICATIONS	Trademark	Issued	5/29/07
85258655	MBX IP	Trademark	Issued	7/31/12
85262193	SBX IP	Trademark	Issued	7/17/12
86018764	BUSINESS IN MOTION	Trademark	Issued	12/9/14
86255115	CRM Link	Trademark	Issued	12/9/14
86783970	Vertical Logo BGG	Trademark	Pending	
86783937	Vertical Logo BW	Trademark	Pending	
75125698	CORPORATE OFFICE	Trademark	Issued	9/16/97
74393166	QUICKQ	Trademark	Issued	8/15/95
74711128	DHS	Trademark	Issued	9/23/97