

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advantone, Inc.		07/05/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	555 Mission Street, Suite 900		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4252585	ADVANTONE	
Registration Number:	4287641	ATMOSPHERE	
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:	crachina@buchalter.com		
Correspondent Name:	Corina Rachina		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	S4172-0012		
NAME OF SUBMITTER:	Amanda Alameddine		
SIGNATURE:	/aalameddine/		
DATE SIGNED:	07/21/2016		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and among INTELEPEER HOLDINGS, INC., a Delaware corporation, INTELEPEER CLOUD COMMUNICATIONS LLC, a Delaware limited liability company, ADVANTONE FLORIDA INC., a Delaware corporation, ADVANTONE INC., a Delaware corporation (each a "Grantor" and collectively, the "Grantors") and SILICON VALLEY BANK ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantors dated as of the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein have the respective meanings assigned to them in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of each Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantors' obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantors' obligations under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Each Grantor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which any Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is incorporated herein by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

INTELEPEER HOLDINGS, INC.,
a Delaware corporation

By: Frank M. Farz
Name: _____
Title: _____

INTELEPEER CLOUD COMMUNICATIONS LLC,
a Delaware limited liability company

By: Frank M. Farz
Name: _____
Title: _____

ADVANTONE FLORIDA INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ADVANTONE INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

INTELEPEER HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

**INTELEPEER CLOUD
COMMUNICATIONS LLC,**
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ADVANTONE FLORIDA INC.,
a Delaware corporation

By: _____
Name: *Nickolas Durassoff*
Title: *CEO*

ADVANTONE INC.,
a Delaware corporation

By: _____
Name: *Nickolas Durassoff*
Title: *CEO*

BANK:

SILICON VALLEY BANK

By: 

Name: Justin P. [unclear]

Title: Vice President

Intellectual Property Security Agreement

TRADEMARK
REEL: 005838 FRAME: 0546

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
None.		

EXHIBIT B

Patents

Country	Patent Application Number	Title	Owner
US	8,325,891	ANTI-LOOPING FOR MULTIGATEWAY MULTI-CARRIER NETWORK	IntelePeer Cloud Communications LLC
US	8,089,952	INTELLIGENT CALL ROUTING	IntelePeer Cloud Communications LLC
US	8,000,464	METHOD OF MANAGING A PEERING DATABASE IN A TELECOMMUNICATIONS NETWORK	IntelePeer Cloud Communications LLC
US	7,995,738	METHOD OF MANAGING A PEERING DATABASE IN A TELECOMMUNICATIONS NETWORK	IntelePeer Cloud Communications LLC
US	7,912,983	MULTI-LAYER STACK PLATFORM FOR CLOUD COMMUNICATIONS	IntelePeer Cloud Communications LLC
US	8,171,160	MULTI-LAYER STACK PLATFORM FOR CLOUD COMMUNICATIONS	IntelePeer Cloud Communications LLC
S. Korea	10-1265848	OPTIMIZED PATH CALL ROUTING WITH DEVICE IDENTIFIER	IntelePeer Cloud Communications LLC
US	8,064,354	OPTIMIZED PATH CALL ROUTING WITH DEVICE IDENTIFIER	IntelePeer Cloud Communications LLC
US	8,155,291	PAYMENT SYSTEM FOR PAYING PEERING PARTNERS IN A PEERING ARRANGEMENT	IntelePeer Cloud Communications LLC
US	8,532,275	PAYMENT SYSTEM FOR PAYING PEERING PARTNERS IN A PEERING ARRANGEMENT	IntelePeer Cloud Communications LLC (Listed as Cloud Based Virtual Tandem in the Peerless Assignment.)
US	8,443,104	ROUTING ENGINE WITH FILTERING CAPABILITIES	IntelePeer Cloud Communications LLC
US	8,411,832	WIRELESS SESSION INITIATION PROTOCOL (SIP) TRUNK	IntelePeer Cloud Communications LLC

EXHIBIT C

Trademarks

Country	Application Number	Serial Number - Registration Number	Date	Mark	Owner
US	85/435,671	4,252,585	12/4/2012	ADVANTONE	Advantone, Inc.
Canada	1,493,978	815,860	1/20/2012	APPWORX	IntelePeer Cloud Communications LLC
EU	9346586	9346586	2/11/2011	APPWORX	IntelePeer Cloud Communications LLC
Mexico	1120812	1207581	3/18/2011	APPWORX	IntelePeer Cloud Communications LLC
Mexico	1120814	1207582	3/18/2011	APPWORX	IntelePeer Cloud Communications LLC
US	85/023,145	3,896,826	12/28/2010	APPWORX	IntelePeer Cloud Communications LLC
US	85/448,019	4,287,641	2/12/2013	ATMOSPHERE	Advantone, Inc.
EU	10204741	10204741	5/17/2012	CLOUDCENTRAL	IntelePeer Cloud Communications LLC
Mexico	1207531	1301146	7/30/2012	CLOUDCENTRAL	IntelePeer Cloud Communications LLC
Canada	1,538,140		Pending	CORECLOUD	IntelePeer Cloud Communications LLC
EU	10205086	10205086	1/23/2012	CORECLOUD	IntelePeer Cloud Communications LLC
Mexico	1207532	1303177	8/13/2012	CORECLOUD	IntelePeer Cloud Communications

Country	Application Number	Serial Number - Registration Number	Date	Mark	Owner
					LLC
US	85/307,448	4,758,132	6/23/2015	CORECLOUD	IntelPeer Cloud Communications LLC
Canada	1,615,915		Pending	FLUENT	IntelPeer Cloud Communications LLC
Mexico	1360189	1380719	7/3/2013	FLUENT	IntelPeer Cloud Communications LLC
Mexico	1360190	1437019	2/25/2014	FLUENT	IntelPeer Cloud Communications LLC
US	85/754,171	4,441,306	11/26/2013	FLUENT	IntelPeer Cloud Communications LLC
Canada	1,528,793	828,466	7/23/2012	INTELEPEER	IntelPeer Cloud Communications LLC
Canada	1,528,794	880,286	6/17/2014	INTELEPEER	IntelPeer Cloud Communications LLC
Canada	1,529,017	880,312	6/18/2014	INTELEPEER	IntelPeer Cloud Communications LLC
Canada	1,528,791	917,613	10/20/2015	INTELEPEER	IntelPeer Cloud Communications LLC
Canada	1,528,792	889,379	11/4/2014	INTELEPEER	IntelPeer Cloud Communications LLC
EU	9992397	9992397	4/25/2012	INTELEPEER	IntelPeer Cloud Communications LLC
EU	9983909	9983909	4/27/2012	INTELEPEER	IntelPeer Cloud Communications

Country	Application Number	Serial Number - Registration Number	Date	Mark	Owner
					LLC
India	2149352		Pending	INTELEPEER	IntelPeer Cloud Communications LLC
India	2149351		Pending	INTELEPEER	IntelPeer Cloud Communications LLC
India	2149350		Pending	INTELEPEER	IntelPeer Cloud Communications LLC
India	2149348	2149348	11/11/2013	INTELEPEER	IntelPeer Cloud Communications LLC
India	2149349	2149349	1/15/2014	INTELEPEER	IntelPeer Cloud Communications LLC
Japan	2011-36358	5604886	8/2/2013	INTELEPEER	IntelPeer Cloud Communications LLC
Mexico	1180589	1243059	10/11/2011	INTELEPEER	IntelPeer Cloud Communications LLC
Mexico	1180587	1243058	10/11/2011	INTELEPEER	IntelPeer Cloud Communications LLC
Mexico	1179871	1293698	6/27/2012	INTELEPEER	IntelPeer Cloud Communications LLC
Mexico	1180593	1241225	9/30/2011	INTELEPEER	IntelPeer Cloud Communications LLC
Mexico	1180584	1282272	4/27/2012	INTELEPEER	IntelPeer Cloud Communications LLC
S. Korea	2011-14647	234775	6/29/2012	INTELEPEER	IntelPeer Cloud Communications

Country	Application Number	Serial Number - Registration Number	Date	Mark	Owner
					LLC
S. Korea	2011-27832	933959	9/11/2012	INTELEPEER	IntelPeer Cloud Communications LLC
S. Korea	2011-14467	241354	10/4/2012	INTELEPEER	IntelPeer Cloud Communications LLC
S. Korea	2011-14645	235583	7/11/2012	INTELEPEER	IntelPeer Cloud Communications LLC
S. Korea	2011-14646	242586	10/18/2012	INTELEPEER	IntelPeer Cloud Communications LLC
US	77/260,074	3,835,519	8/17/2010	INTELEPEER	IntelPeer Cloud Communications LLC
US	77/260,067	3,803,578	6/15/2010	INTELEPEER	IntelPeer Cloud Communications LLC
US	77/260,059	3,864,807	10/19/2010	INTELEPEER	IntelPeer Cloud Communications LLC
US	77/260,040	3,796,068	6/1/2010	INTELEPEER	IntelPeer Cloud Communications LLC
US	77/259,994	3,793,567	5/25/2010	INTELEPEER	IntelPeer Cloud Communications LLC
Canada	1,478,351	877,211	5/6/2014	INTELEPEER APPWORX	IntelPeer Cloud Communications LLC
EU	9071201	9071201	10/12/2010	INTELEPEER APPWORX	IntelPeer Cloud Communications LLC
Mexico	1085897	1175258	8/23/2010	INTELEPEER	IntelPeer Cloud Communications

Country	Application Number	Serial Number - Registration Number	Date	Mark	Owner
				APPWORX	LLC
US	77/867,538	3,852,607	9/28/2010	INTELEPEER APPWORX	IntelPeer Cloud Communications LLC
EU	10145291	10145291	12/26/2011	MEDIA PEERING GRID	IntelPeer Cloud Communications LLC
Mexico	1196131	1282510	4/27/2012	MEDIA PEERING GRID	IntelPeer Cloud Communications LLC
US	85/238,656	4,123,218	4/3/2012	MEDIA PEERING GRID	IntelPeer Cloud Communications LLC
Canada	1,487,089	TMA819,741	3/13/2012	SUPERREGISTRY	IntelPeer Cloud Communications LLC
EU	9233941	9233941	1/21/2011	SUPERREGISTRY	IntelPeer Cloud Communications LLC
US	86/219,026	4,644,193	11/25/2014	SUPERREGISTRY	IntelPeer Cloud Communications LLC
EU	9233859	9233859	1/14/2011	VOICE PEERING NETWORK	IntelPeer Cloud Communications LLC