

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS - SECOND LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polycom, Inc.		09/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC, as Collateral Agent		
Street Address:	125 West 55th Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 73			
Property Type	Number	Word Mark	
Registration Number:	4990451	MEDIALIGN	
Registration Number:	4929162	REALPRESENCE TRIO	
Registration Number:	4990060	REALPRESENCE TOUCH	
Registration Number:	4957168	GROUP CONVENE	
Registration Number:	4718198	ACOUSTIC BUBBLE	
Registration Number:	4660807	EDUCART	
Registration Number:	4735964	3D VOICE	
Registration Number:	4818379	VIDEO DUALMANAGER	
Registration Number:	4765025	REALPRESENCE IMMERSIVE STUDIO	
Registration Number:	4700543	PLATFORM DIRECTOR	
Registration Number:	4552451	CLOUDAXIS	
Registration Number:	4586180	SMARTPAIRING	
Registration Number:	4818231	ACCESS DIRECTOR	
Registration Number:	4365824	POLYCOM POWERED	
Registration Number:	4365621		
Registration Number:	4365622		
Registration Number:	4365623	POLYCOM	
Registration Number:	4365624	POLYCOM	
Registration Number:	4235064	REALPRESENCE	

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Property Type	Number	Word Mark
Registration Number:	4099101	REALPRESENCE
Registration Number:	4077206	UC EVERYWHERE
Registration Number:	4129792	ADVANCEDACCESS
Registration Number:	4347189	OPEN VISUAL COMMUNICATIONS CONSORTIUM
Registration Number:	4369003	OVCC
Registration Number:	4034052	POLYCOM OPEN COLLABORATION NETWORK
Registration Number:	3989830	UCEVERYWHERE
Registration Number:	4100875	
Registration Number:	3986893	OTX
Registration Number:	3986894	OPEN TELEPRESENCE EXPERIENCE
Registration Number:	3767456	
Registration Number:	3767457	
Registration Number:	3767458	
Registration Number:	3822942	E2BCONNECT
Registration Number:	3714980	RMX
Registration Number:	3758906	QDX
Registration Number:	3668740	HDX
Registration Number:	3677680	V V X
Registration Number:	3747478	CMA
Registration Number:	4088225	DMA
Registration Number:	3539842	HALO
Registration Number:	3752817	VBP
Registration Number:	3406196	SOUNDSTRUCTURE
Registration Number:	3913156	DESTINY CONFERENCING
Registration Number:	3584570	POWERED BY POLYCOM
Registration Number:	3020708	
Registration Number:	3100113	
Registration Number:	3020685	POLYCOM
Registration Number:	2883230	SOUNDSTATION VTX 1000
Registration Number:	2756841	VOICESTATION
Registration Number:	2583391	READVOICE
Registration Number:	2713966	ACCORDENT
Registration Number:	2621649	VIAVIDEO
Registration Number:	2457746	CLARITY BY POLYCOM
Registration Number:	2092227	SOUNDPOINT
Registration Number:	2060529	TELESUITE NETWORK
Registration Number:	1948810	PICTURETEL
Registration Number:	1949649	TELESUITE

Property Type	Number	Word Mark
Registration Number:	1857503	VORTEX
Registration Number:	1794159	
Registration Number:	1912272	POLYCOM
Registration Number:	1784786	POLYCOM
Registration Number:	1783295	POLYCOM
Registration Number:	1786099	SOUNDSTATION
Registration Number:	5042479	REALPRESENCE DEBUT
Serial Number:	86324388	ACOUSTIC FENCE
Serial Number:	86017852	DEFY DISTANCE
Serial Number:	86201644	CONNECT U300
Serial Number:	86604501	CONTENTCONNECT
Serial Number:	86319652	REALCONNECT
Serial Number:	86664572	REALPRESENCE CENTRO
Serial Number:	86774734	REALPRESENCE CLARITI
Serial Number:	86300479	SMARTCASCADING
Serial Number:	85879765	VISUALBOARD

CORRESPONDENCE DATA

Fax Number:

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.

Email: iprecordations@whitecase.com

Correspondent Name: Daniel Gold/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 4: NEW YORK, NEW YORK 10036

NAME OF SUBMITTER:	Daniel Gold
SIGNATURE:	/Daniel Gold/
DATE SIGNED:	09/27/2016

Total Attachments: 9

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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of September 27, 2016, is made by Polycom, Inc., a Delaware corporation (the "Grantor"), in favor of Macquarie Capital Funding LLC, as Collateral Agent (the "Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement described below).

WITNESSETH

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of September 27, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Triangle Private Holdings II, LLC, a Delaware limited liability company ("Holdings"), prior to the consummation of the Closing Date Acquisition, Triangle Private Merger Sub Inc., a Delaware corporation, as Initial Borrower, and, after the consummation of the Closing Date Acquisition, Grantor, as Borrower, the several banks and other financial institutions or Persons from time to time party thereto as lenders (collectively, the "Lenders"), Macquarie Capital Funding LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") and as collateral agent, Macquarie Capital (USA) Inc., as bookrunner and as lead arranger, and the other parties from time to time party thereto. Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the Second Lien Credit Agreement;

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor has executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of September 27, 2016, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower (and in the case of the Specified Hedge Agreements and Cash Management Documents, the Group Members) pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or, if not defined therein, in the Second Lien Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and Lien on all of the right, title and interest of such Grantor in all of the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as

collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

SECTION 5. Recordation. The Grantor authorizes the Agent to file this Agreement with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any United States state or other country) for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor, and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile (or other electronic) transmission (including, without limitation, by electronic mail as a “.pdf” or “.tif” attachment) shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and contributed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

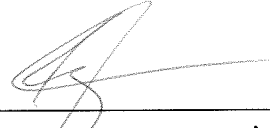
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

POLYCOM, INC., a Delaware corporation

By: 
Name: Laura J. Durr
Title: Chief Financial Officer

MACQUARIE CAPITAL FUNDING LLC,
as the Agent

By: _____



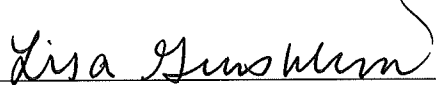
Name:

Ayesha Farooqi

Title:

Authorized Signatory

By: _____



Name:


Lisa Grushkin

Title:

Authorized Signatory

SCHEDULE A

Trademark Registrations and Applications

	Trademark	Application No. and Date	Status	Reg. No	Reg. Date	Current Owner
1.	MEDIALIGN	86774702 01-OCT-2015	Registered	4990451	28-JUN-2016	POLYCOM, INC.
2.	REALPRESENCE TRIO	86664617 16-JUN-2015	Registered	4929162	29-MAR-2016	POLYCOM, INC.
3.	REALPRESENCE TOUCH	86638468 21-MAY-2015	Registered	4990060	28-JUN-2016	POLYCOM, INC.
4.	GROUP CONVENE	86558731 10-MAR-2015	Registered	4957168	10-MAY-2016	POLYCOM, INC.
5.	ACOUSTIC BUBBLE	86324366 30-JUN-2014	Registered	4718198	07-APR-2015	POLYCOM, INC
6.	EDUCART	86100548 24-OCT-2013	Registered	4660807	23-DEC-2014	POLYCOM, INC
7.	3D VOICE	86025866 01-AUG-2013	Registered	4735964	12-MAY-2015	POLYCOM, INC
8.	VIDEO DUALMANAGER	85965623 20-JUN-2013	Registered	4818379	22-SEP-2015	POLYCOM, INC
9.	REALPRESENCE IMMERSIVE STUDIO	85965722 20-JUN-2013	Registered	4765025	30-JUN-2015	POLYCOM, INC.
10.	PLATFORM DIRECTOR	85965760 20-JUN-2013	Registered	4700543	10-MAR-2015	POLYCOM, INC.
11.	CLOUDAXIS	85741363 28-SEP-2012	Registered	4552451	17-JUN-2014	POLYCOM, INC.
12.	SMARTPAIRING	85726213 11-SEP-2012	Registered Supplemental Register	4586180	12-AUG-2014	POLYCOM, INC.
13.	ACCESS DIRECTOR	85705950 16-AUG-2012	Registered	4818231	22-SEP-2015	POLYCOM, INC.
14.	POLYCOM POWERED	85630635 21-MAY-2012	Registered	4365824	09-JUL-2013	POLYCOM, INC.
15.	<i>Design Only</i> 	85583116 29-MAR-2012	Registered	4365621	09-JUL-2013	POLYCOM, INC.

	Trademark	Application No. and Date	Status	Reg. No	Reg. Date	Current Owner
16.	<i>Design Only</i> 	85583130 29-MAR-2012	Registered	4365622	09-JUL-2013	POLYCOM, INC.
17.	POLYCOM	85583166 29-MAR-2012	Registered	4365623	09-JUL-2013	POLYCOM, INC.
18.	POLYCOM	85583184 29-MAR-2012	Registered	4365624	09-JUL-2013	POLYCOM, INC.
19.	REALPRESENCE	85403290 22-AUG-2011	Registered	4235064	30-OCT-2012	POLYCOM, INC.
20.	REALPRESENCE	85367621 11-JUL-2011	Registered	4099101	14-FEB-2012	POLYCOM, INC.
21.	UC EVERYWHERE	85337943 03-JUN-2011	Registered	4077206	27-DEC-2011	POLYCOM, INC.
22.	ADVANCEDACCESS	85311246 03-MAY-2011	Registered	4129792	17-APR-2012	POLYCOM, INC.
23.	OPEN VISUAL COMMUNICATIONS CONSORTIUM	85258226 04-MAR-2011	Registered	4347189	04-JUN-2013	POLYCOM, INC.
24.	OVCC	85258259 04-MAR-2011	Registered	4369003	16-JUL-2013	POLYCOM, INC.
25.	POLYCOM OPEN COLLABORATION NETWORK	85199925 16-DEC-2010	Registered	4034052	04-OCT-2011	POLYCOM, INC.
26.	UCEVERYWHERE	85190011 03-DEC-2010	Registered	3989830	05-JUL-2011	POLYCOM, INC.
27.	<i>Design Only</i> 	85029325 04-MAY-2010	Registered Section 2(F)	4100875	21-FEB-2012	POLYCOM, INC.
28.	OTX	85021828 23-APR-2010	Registered	3986893	28-JUN-2011	POLYCOM, INC.
29.	OPEN TELEPRESENCE EXPERIENCE	85021843 23-APR-2010	Registered	3986894	28-JUN-2011	POLYCOM, INC.
30.	<i>Design Only</i> 	77848586 14-OCT-2009	Registered	3767456	30-MAR-2010	POLYCOM, INC.

	Trademark	Application No. and Date	Status	Reg. No	Reg. Date	Current Owner
31.	<i>Design Only</i> 	77848604 14-OCT-2009	Registered	3767457	30-MAR-2010	POLYCOM, INC.
32.	<i>Design Only</i> 	77848738 14-OCT-2009	Registered	3767458	30-MAR-2010	POLYCOM, INC.
33.	E2BCONNECT	77735821 13-MAY-2009	Registered	3822942	20-JUL-2010	POLYCOM, INC.
34.	RMX	77724998 29-APR-2009	Registered	3714980	24-NOV-2009	POLYCOM, INC.
35.	QDX	77624374 02-DEC-2008	Registered	3758906	09-MAR-2010	POLYCOM, INC.
36.	HDX	77605068 31-OCT-2008	Registered	3668740	18-AUG-2009	POLYCOM, INC.
37.	V V X	77558912 29-AUG-2008	Registered	3677680	01-SEP-2009	POLYCOM, INC.
38.	CMA	77519361 10-JUL-2008	Registered	3747478	09-FEB-2010	POLYCOM, INC.
39.	DMA	77519391 10-JUL-2008	Registered	4088225	17-JAN-2012	POLYCOM, INC.
40.	HALO	77425307 18-MAR-2008	Registered	3539842	02-DEC-2008	POLYCOM, INC.
41.	VBP	77413475 05-MAR-2008	Registered	3752817	23-FEB-2010	POLYCOM, INC.
42.	SOUNDSTRUCTURE	77091930 26-JAN-2007	Registered	3406196	01-APR-2008	POLYCOM, INC.
43.	DESTINY CONFERENCING	78772958 14-DEC-2005	Registered	3913156	01-FEB-2011	POLYCOM, INC.
44.	POWERED BY POLYCOM	78499562 14-OCT-2004	Registered	3584570	03-MAR-2009	POLYCOM, INC
45.	<i>Design Only</i> 	78495975 07-OCT-2004	Registered	3020708	29-NOV-2005	POLYCOM, INC.
46.	<i>Design Only</i> 	78496006 07-OCT-2004	Registered Section 2(F)	3100113	06-JUN-2006	POLYCOM, INC.

	Trademark	Application No. and Date	Status	Reg. No	Reg. Date	Current Owner
47.	POLYCOM	78495754 06-OCT-2004	Renewed (Registered)	3020685	29-NOV-2005	POLYCOM, INC.
48.	SOUNDSTATION VTX 1000	78224178 11-MAR- 2003	Renewed (Registered)	2883230	07-SEP-2004	POLYCOM, INC.
49.	VOICESTATION	76211802 16-FEB-2001	Renewed (Registered)	2756841	26-AUG-2003	POLYCOM, INC.
50.	READIVOICE	76060510 31-MAY- 2000	Renewed (Registered)	2583391	18-JUN-2002	POLYCOM INC.
51.	ACCORDENT	76029462 19-APR-2000	Renewed (Registered)	2713966	06-MAY-2003	POLYCOM, INC.
52.	VIAVIDEO	75496012 04-JUN-1998	Renewed (Registered)	2621649	17-SEP-2002	POLYCOM, INC.
53.	CLARITY BY POLYCOM	75496029 04-JUN-1998	Renewed (Registered)	2457746	05-JUN-2001	POLYCOM, INC.
54.	SOUNDPOINT	75090711 17-APR-1996	Renewed (Registered)	2092227	26-AUG-1997	POLYCOM, INC.
55.	TELESUITE NETWORK	75002181 06-OCT-1995	Renewed (Registered)	2060529	13-MAY-1997	POLYCOM, INC.
56.	PICTURETEL	74627588 30-JAN-1995	Renewed (Registered)	1948810	16-JAN-1996	POLYCOM, INC.
57.	TELESUITE	74530167 27-MAY- 1994	Renewed (Registered)	1949649	16-JAN-1996	POLYCOM, INC.
58.	VORTEX	74331235 16-NOV-1992	Renewed (Registered)	1857503	11-OCT-1994	POLYCOM, INC.
59.	<i>Design Only</i> 	74235015 02-JAN-1992	Renewed (Registered)	1794159	21-SEP-1993	POLYCOM, INC.
60.	POLYCOM  POLYCOM	74235014 02-JAN-1992	Renewed (Registered)	1912272	15-AUG-1995	POLYCOM, INC.
61.	POLYCOM	74235476 02-JAN-1992	Renewed (Registered)	1784786	27-JUL-1993	POLYCOM, INC.
62.	POLYCOM	74210898 07-OCT-1991	Renewed (Registered)	1783295	20-JUL-1993	POLYCOM, INC.
63.	SOUNDSTATION	74210897 07-OCT-1991	Renewed (Registered)	1786099	03-AUG-1993	POLYCOM, INC.
64.	ACOUSTIC FENCE	86324388 30-JUN-2014	Allowed (Pending)			POLYCOM, INC.
65.	DEFY DISTANCE	86017852 23-JUL-2013	Filed			POLYCOM, INC.

	Trademark	Application No. and Date	Status	Reg. No	Reg. Date	Current Owner
66.	ACOUSTIC FENCE	86324388 30-JUN-2014	Allowed (Pending)			POLYCOM, INC.
67.	CONNECT U300	86207644 24-FEB-2014	Allowed (Pending)			POLYCOM, INC.
68.	CONTENTCONNECT	86604501 21-APR-2015	Allowed (Pending)			POLYCOM, INC.
69.	REALCONNECT	86319652 25-JUN-2014	Allowed (Pending)			POLYCOM, INC.
70.	REALPRESENCE CENTRO	86664572 16-JUN-2015	Allowed (Pending)			POLYCOM, INC.
71.	REALPRESENCE CLARITI	86774734 01-OCT-2015	Allowed (Pending)			POLYCOM, INC.
72.	REALPRESENCE DEBUT	86688440 09-JUL-2015	Registered	5042479	13-SEP-2016	POLYCOM, INC.
73.	SMARTCASCADING	86300479 04-JUN-2014	Allowed (Pending)			POLYCOM, INC.
74.	VISUALBOARD	86879765 19-MAR- 2013	Allowed (Pending)			POLYCOM, INC.