

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407784

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900385317

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Praesidian Capital Opportunity Fund III, LP		11/14/2016	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Fusion Telecommunications International, Inc.
Street Address:	420 Lexington Avenue, Suite 518
City:	New York
State/Country:	NEW YORK
Postal Code:	10170
Entity Type:	Corporation: DELAWARE
Name:	Network Billing Systems, L.L.C.
Street Address:	155 Willowbrook Boulevard
City:	Wayne
State/Country:	NEW JERSEY
Postal Code:	07470
Entity Type:	Limited Liability Company: NEW JERSEY
Name:	Pingtone Communications, Inc.
Street Address:	13921 Park Center Road
City:	Herndon
State/Country:	VIRGINIA
Postal Code:	20171
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3264612	V.O.I.C.E. THE ONE THAT WORKS!
Registration Number:	2970850	FUSION TELECOM
Registration Number:	2811986	FUSION TELECOMMUNICATIONS INTERNATIONAL
Registration Number:	2946291	FUSION
Serial Number:	78567087	FUSION
Registration Number:	4775318	CLEAR CONNECTIONS IN THE CLOUD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2880663	PINGTONE COMMUNICATIONS
CORRESPONDENCE DATA		
Fax Number:	4048538806	
<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>		
Phone:	404-853-8000	
Email:	julie.murphy@sutherland.com	
Correspondent Name:	Sutherland Asbill & Brennan LLP	
Address Line 1:	999 Peachtree Street NT	
Address Line 4:	Atlanta, GEORGIA 30309-3996	
ATTORNEY DOCKET NUMBER:	35486-0003	
NAME OF SUBMITTER:	Sidney Simms	
SIGNATURE:	/Sidney Simms/	
DATE SIGNED:	12/06/2016	
Total Attachments: 4		
source=Praesidian IP Termination#page1.tif		
source=Praesidian IP Termination#page2.tif		
source=Praesidian IP Termination#page3.tif		
source=Praesidian IP Termination#page4.tif		

**TERMINATION AND RELEASE
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of November 14, 2016, (this "Termination and Release") is from **PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP**, a Delaware limited partnership ("Praesidian") to **FUSION NBS ACQUISITION CORP.**, a Delaware corporation (the "Borrower"), **FUSION TELECOMMUNICATIONS INTERNATIONAL, INC.**, a Delaware corporation ("Fusion"), **NETWORK BILLING SYSTEMS, L.L.C.**, a New Jersey limited liability company ("Network"), **PINGTONE COMMUNICATIONS, INC.**, a Delaware corporation ("PingTone"), **FUSION BVX LLC**, a Delaware limited liability company ("BVX"), **FIDELITY ACCESS NETWORKS, LLC**, an Ohio limited liability company ("FANL"), Fidelity Connect LLC, an Ohio limited liability company ("FCL"), **FIDELITY VOICE SERVICES, LLC**, an Ohio limited liability company ("FVS"), **FIDELITY ACCESS NETWORKS, INC.**, an Ohio corporation ("FANI"), and **FIDELITY TELECOM, LLC**, an Ohio limited liability company ("FTL", and together with Borrower, Fusion, Network, PingTone, BVX, FANL, FCL, FVS, and FANI collectively the "Grantors" and each individually, a "Grantor").

WITNESSETH:

WHEREAS, pursuant to the (i) Third Amended and Restated Securities Purchase Agreement and Security Agreement, dated as August 28, 2015 (the "Original Credit Agreement"), by and among Borrower, Praesidian, in its capacity as agent, and the Lenders from time to time party thereto, (ii) Fourth Amended and Restated Securities Purchase Agreement and Security Agreement, dated as December 8, 2015 (the "Fourth A&R Credit Agreement" and together with the Original Credit Agreement, collectively, the "Credit Agreements"), by and among Borrower, Praesidian, in its capacity as administrative agent, and the Lenders from time to time party thereto, and (iii) First Amendment to Intellectual Property Security Agreement, dated as of August 28, 2015 (as amended, restated, supplemented or otherwise modified, the "IP Security Agreement"), by and among certain Grantors and Praesidian, certain Grantors granted to Praesidian a security interest (the "Security Interest") in the Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office on September 9, 2015 on Reel/Frame No. 005618/0853; and

WHEREAS, Praesidian desires to terminate and release the entirety of the Security Interest in the Collateral since all the Obligations of the Grantors under the Loan Documents (as defined in the Credit Agreements) have been paid in full and are no longer outstanding.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Praesidian hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

2. Release of Security Interest. Praesidian hereby terminates, releases, and discharges the Security Interest in the Collateral, including the Trademarks listed in Exhibit 1 attached hereto. In addition, (i) any and all right, title, or interest of Praesidian in the Collateral and all proceeds thereof, including without limitation the goodwill of the business connected with the use of, and symbolized by, the Collateral, (ii) any and all causes of action which may exist by reason of infringement of the Collateral, (iii) any and all rights Praesidian may have to licenses or rights granted under the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights and (iv) any and all amendments, renewals, reissuances and replacements of the Collateral, shall be released, and hereby cease and become void.

3. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without giving regard to any conflict of laws provision that would cause the application of the laws of any jurisdiction other than the State of New York.


[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Intellectual Property by its duly authorized officers as of the date first written above.

**PRAESIDIAN CAPITAL OPPORTUNITY
FUND III, LP, as Agent**

By: 
Name:
Title:

Exhibit 1 - Trademarks

<u>Owner</u> <u>Trademark Description</u>	<u>U.S. Registration/Serial No./</u> <u>Application No.</u>	<u>Date Registered/Filed</u>
<u>Network Billing Systems, L.L.C.</u>		
"V.O.I.C.E. the one that works!"	Registration No. 3264612	Filed: April 17, 2006 Registered: July 17, 2007
<u>Fusion Telecommunications International, Inc.</u>		
"Fusion Telecom"	Registration No. 2970850	Filed: October 21, 1998 Registered: July 19, 2005
"Fusion Telecommunications International"	Registration No. 2811986	Filed: October 21, 1998 Registered: February 10, 2004
"Fusion"	Registration No. 2946291	Filed: October 21, 1998 Registered: May 3, 2005
Fusion <i>[Logo]</i> : 	Serial No. 78567087	Filed: February 14, 2005
"Clear Connections in the Cloud"	Registration No. 4775318	Filed: May 14, 2014 Registered: July 21, 2015
<u>PingTone Communications, Inc.</u>		
"PingTone Communications"	Registration No. 2880663	Filed: January 22, 2002 Registered: September 7, 2007