

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408219

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fusion Telecommunications International, Inc.		11/14/2016	Corporation: DELAWARE
Network Billing Systems, L.L.C.		11/14/2016	Limited Liability Company: NEW JERSEY
PingTone Communications, Inc.		11/14/2016	Corporation: DELAWARE
Apptix, Inc.		11/14/2016	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	East West Bank
Street Address:	135 N. Los Robles Avenue
Internal Address:	2nd Floor
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	Chartered Bank: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3264612	V.O.I.C.E. THE ONE THAT WORKS!
Registration Number:	2970850	FUSION TELECOM
Serial Number:	86281292	FUSION
Serial Number:	86281295	FUSION
Registration Number:	4775318	CLEAR CONNECTIONS IN THE CLOUD
Registration Number:	2880663	PINGTONE COMMUNICATIONS
Registration Number:	4054446	APPTIX
Registration Number:	4780287	CLOUD ALLIANCE NETWORK POWERED BY A APPT
Registration Number:	4780288	CLOUD ALLIANCE NETWORK POWERED BY A APPT
Registration Number:	4861836	CLOUD ALLIANCE NETWORK POWERED BY A APPT
Registration Number:	2840397	MAILSTREET
Registration Number:	4054447	MAILSTREET

CH \$315.00 3264612

CORRESPONDENCE DATA**Fax Number:** 4048538806*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:** 404.853.8000**Email:** julie.murphy@sutherland.com**Correspondent Name:** Sutherland Asbill & Brennan LLP**Address Line 1:** 999 Peachtree Street NE**Address Line 4:** Atlanta, GEORGIA 30309-3996**ATTORNEY DOCKET NUMBER:** 35486-0003**NAME OF SUBMITTER:** Christina Rissler**SIGNATURE:** /Christina Rissler/**DATE SIGNED:** 12/08/2016**Total Attachments: 10**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), dated as of November 14, 2016, is made by **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 (“*NBS*”), **PINGTONE COMMUNICATIONS, INC.**, a Delaware corporation (“*PingTone*”), **FUSION BVX LLC**, a Delaware limited liability company (“*BVX*”), **FIDELITY TELECOM, LLC**, an Ohio limited liability company (“*Fidelity Telecom*”), **FIDELITY ACCESS NETWORKS, INC.**, an Ohio corporation (“*Fidelity*”), **FIDELITY CONNECT LLC**, an Ohio limited liability company (“*Fidelity Connect*”), **FIDELITY VOICE SERVICES, LLC**, an Ohio limited liability company (“*Fidelity Voice*”), **FIDELITY ACCESS NETWORKS, LLC**, an Ohio limited liability company (“*Fidelity Networks*”) and **APTIX, INC.**, a Florida corporation (“*Apptix*”; and, together with Borrower, Fusion, NBS, PingTone, BVX, Fidelity Telecom, Fidelity, Fidelity Connect, Fidelity Voice and Fidelity Networks, individually a “*Grantor*” and collectively the “*Grantors*”), and **EAST WEST BANK (“EWB”)** (in its capacity as Administrative Agent under the Credit Agreement defined below, “*Administrative Agent*”), as Administrative Agent under that certain Credit Agreement, dated as of November 14, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among Borrower, Administrative Agent and the Lenders from time to time party thereto (the “*Lenders*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of November 14, 2016, by and among the Grantors and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”); and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted a security interest in, among other property, certain intellectual property of such Grantor to Administrative Agent, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Administrative Agent a security interest in and to all of Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the United States, international and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to

time by supplements to the Security Agreement and this IP Security Agreement, each such supplement, an “*IP Security Agreement Supplement*”), executed and delivered by such Grantor to Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “*Patents*”);

(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such **Schedule B** may be supplemented from time to time by an IP Security Agreement Supplement executed and delivered by such Grantor to Administrative Agent from time to time) (the “*Trademarks*”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such **Schedule C** may be supplemented from time to time by an IP Security Agreement Supplement executed and delivered by such Grantor to Administrative Agent from time to time) (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent-to-use trademark, prior to the filing of a “Statement of Use” with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Grantor therein).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guaranty) of each Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been

entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

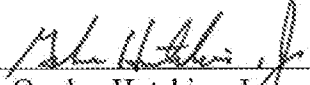
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed and enforced in accordance with, the Law of the State of New York without regard to principles of conflict of Law.

[SIGNATURE PAGE FOLLOWS]

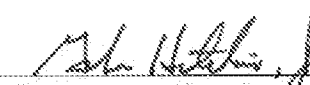
IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:
c/o Fusion Telecommunications
International, Inc.
420 Lexington Avenue, Suite 1718
New York, NY 10170
Attention: General Counsel

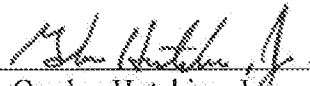
FUSION NBS ACQUISITION CORP., a
Delaware corporation, as a Grantor

By: 
Name: Gordon Hutchins, Jr.
Its: President and Chief Operating Officer

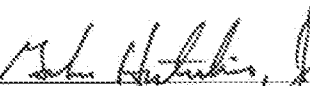
**FUSION TELECOMMUNICATIONS
INTERNATIONAL, INC.,** a Delaware
corporation, as a Grantor

By: 
Name: Gordon Hutchins, Jr.
Its: President and Chief Operating Officer

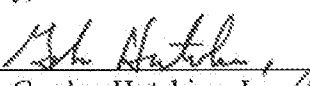
NETWORK BILLING SYSTEMS, L.L.C.,
a New Jersey limited liability company, as a
Grantor

By: 
Name: Gordon Hutchins, Jr.
Its: Executive Vice President

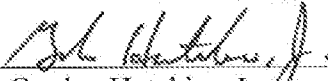
PINGTONE COMMUNICATIONS, INC.,
a Delaware corporation, as a Grantor

By: 
Name: Gordon Hutchins, Jr.
Its: President and Chief Operating Officer

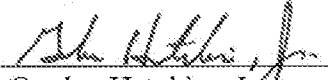
FUSION BVX LLC, a Delaware limited liability
company, as a Grantor

By: 
Name: Gordon Hutchins, Jr.
Its: President

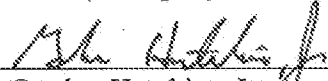
FIDELITY ACCESS NETWORKS, LLC, an Ohio limited liability company, as a Grantor

By: 
Name: Gordon Hutchins, Jr.
Its: President and Chief Operating Officer

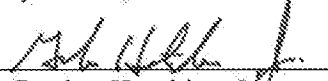
FIDELITY CONNECT LLC, an Ohio limited liability company, as a Grantor

By: 
Name: Gordon Hutchins, Jr.
Its: President and Chief Operating Officer

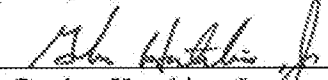
FIDELITY VOICE SERVICES, LLC, an Ohio limited liability company, as a Grantor

By: 
Name: Gordon Hutchins, Jr.
Its: President and Chief Operating Officer

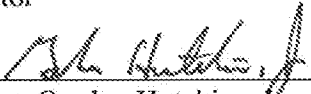
FIDELITY ACCESS NETWORKS, INC., an Ohio corporation, as a Grantor

By: 
Name: Gordon Hutchins, Jr.
Its: President and Chief Operating Officer

FIDELITY TELECOM, LLC, an Ohio limited liability company, as a Grantor

By: 
Name: Gordon Hutchins, Jr.
Its: President and Chief Operating Officer

APPTIX, INC., a Florida corporation, as a
Grantor

By: 
Name: Gordon Hutchins, Jr.
Its: President and Chief Operating Officer

{Intellectual Property Security Agreement}

TRADEMARK
REEL: 005944 FRAME: 0932

IN WITNESS WHEREOF, the Administrative Agent has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EAST WEST BANK, as Administrative
Agent

By: _____

Name: Richard Vian

Its: Senior Vice President

Address for Notices:

East West Bank
135 N. Robles Ave. 2nd Floor
Pasadena, CA 91101
Attn: Richard Vian; Telecommunications Lending
Email: richard.vian@eastwestbank.com

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 005944 FRAME: 0933

Schedule A

Patents

None.

Schedule B

Trademarks

<u>Owner</u> Trademark Description	U.S. Registration/Serial No./ Application No.	Date Registered/Filed
<u>Network Billing Systems, L.L.C.</u>		
V.O.I.C.E the one that Works!	Registration No. 3264612	Registered: July 17, 2007
<u>Fusion Telecommunications International, Inc.</u>		
Fusion Telecom	Registration No. 2970850	Registered: July 19, 2005
FUSION	Serial No. 86281292	Filed: May 14, 2014
FUSION	Serial No. 86281295	Filed: May 14, 2014
CLEAR CONNECTIONS IN THE CLOUD	Serial No. 86281300 Registration No. 4,775,318	Filed: May 14, 2014 Registered: July 21, 2015
<u>PingTone Communications, Inc.</u>		
PingTone Communications	Registration No. 2880663	Registered: September 7, 2004
<u>Apptix, Inc.</u>		
Apptix	Registration No. 4,054,446	Filed: February 11, 2010 Registered: November 15, 2011
Cloud Alliance Network & Design	Registration Nos. 4,780,287	Filed: June 6, 2014 Registered: July 28, 2015
Cloud Alliance Network & Design	Registration No. 4,780,288	Filed: June 6, 2014 Registered: July 28, 2015
Cloud Alliance Network & Design	Registration No. 4,861,836	Filed: June 6, 2014 Registered: December 1, 2015
Mailstreet	Registration No. 2,840,397	Filed: June 15, 2003 Registered: May 11, 2004
Mailstreet	Registration No. 4,054,447	Filed: February 11, 2010 Registered: November 15, 2011

Schedule C

Copyrights

None.