

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FUZE, INC.		12/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4875015	FUZE	
Registration Number:	4875014	F	
Registration Number:	4867671	FUZE	
Registration Number:	4040802	FUZE IN	
Registration Number:	4057395	IPOINT	
Registration Number:	4120330	FUZE BOX IGNITE	
Registration Number:	3770969	FUZE BOX	
Registration Number:	3624181	FUZE	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<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:	(310) 788-6133		
Email:	jsbrown@mwe.com		
Correspondent Name:	GARY B. ROSENBAUM		
Address Line 1:	MCDERMOTT WILL & EMERY LLP		
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	082853-0010		
NAME OF SUBMITTER:	GARY B. ROSENBAUM		

CH \$215.00 4875015

SIGNATURE:	/Gary B. Rosenbaum/
DATE SIGNED:	12/20/2016
Total Attachments: 8 source=Fuze_1stAmendIPSA_20161219#page1.tif source=Fuze_1stAmendIPSA_20161219#page2.tif source=Fuze_1stAmendIPSA_20161219#page3.tif source=Fuze_1stAmendIPSA_20161219#page4.tif source=Fuze_1stAmendIPSA_20161219#page5.tif source=Fuze_1stAmendIPSA_20161219#page6.tif source=Fuze_1stAmendIPSA_20161219#page7.tif source=Fuze_1stAmendIPSA_20161219#page8.tif	

FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated December 19, 2016 by and between TriplePoint Venture Growth BDC Corp., a Maryland corporation and FUZE, INC., a Delaware corporation, formerly known as Thinking Phone Networks (the "Amendment").

RECITALS

- A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Venture Growth BDC Corp. The words "You" or "Your" refers to the Grantor, which is Fuze, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Venture Growth BDC Corp. and Fuze, Inc.
- B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated September 29, 2015 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.
- C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of September 29, 2015 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.
- D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and

FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated December 16, 2016 by and between TriplePoint Venture Growth BDC Corp., a Maryland corporation and FUZE, INC., a Delaware corporation, formerly known as Thinking Phone Networks (the "Amendment").

RECITALS

- A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Venture Growth BDC Corp. The words "You" or "Your" refers to the Grantor, which is Fuze, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Venture Growth BDC Corp. and Fuze, Inc.
- B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated September 29, 2015 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.
- C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of September 29, 2015 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.
- D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: FUZE, INC.

Signature:  _____

Print Name: Steve Kolkinas

Title: CEO

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Fuze, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

Title	Case Status	Country	Application No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
ELECTRONIC COMMUNICATION SOFTWARE	Filed	US	62/401659	9/29/2016	N/A	N/A	N/A	N/A
CALL QUALITY MONITORING	Issued	US	13/872681	4/29/2013	2013-0308760	11/21/2013	8913506	12/16/2014
SYSTEMS AND METHODS OF ADDRESS BOOK MANAGEMENT	Comm. 161(1)162 EPC in	EP	14869800.4	12/15/2014	3080726	10/19/2016		

SUPPLEMENT TO SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Fuze, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

(Attached)

Source	Image	Owner Name	Application Number	Registration Number	Status
USPTO		THINKING PHONE NETWORKS, INC.	App 86209702	Reg 4875015	Registered
USPTO		THINKING PHONE NETWORKS, INC.	App 86209666	Reg 4875014	Registered
USPTO	FUZE	THINKING PHONE NETWORKS, INC.	App 86209422	Reg 4867671	Registered
USPTO	FUZE IN	THINKING PHONE NETWORKS, INC.	App 85148815	Reg 4040802	Registered
USPTO	IPOINT	THINKING PHONE NETWORKS, INC.	App 85125081	Reg 4057395	Registered
USPTO	FUZE BOX IGNITE	THINKING PHONE NETWORKS, INC.	App 85107586	Reg 4120330	Registered
USPTO	FUZE BOX	THINKING PHONE NETWORKS, INC.	App 77809350	Reg 3770969	Registered
USPTO	Fuze	THINKING PHONE NETWORKS, INC.	App 77404349	Reg 3624181	Registered
Canada	Fuze	THINKING PHONE NETWORKS, INC.	App 1692054		Searched
China	Fuze Box	THINKING PHONE	App	Reg 8076472	Registered

		NETWORKS, INC.	8076472		
France	BLUETEACH	THINKING PHONE NETWORKS INC	App 09 3666453	Reg 09 3666453	REGISTRATION (REGISTERED)
France	TEACHEO	THINKING PHONE NETWORKS INC	App 08 3593333	Reg 08 3593333	REGISTRATION (REGISTERED)
France	STUDYMAX	THINKING PHONE NETWORKS INC	App 08 3557327	Reg 08 3557327	REGISTRATION (REGISTERED)
France	NEOPROF	THINKING PHONE NETWORKS INC	App 08 3552712	Reg 08 3552712	REGISTRATION (REGISTERED)
France	TUTORIA	THINKING PHONE NETWORKS INC	App 08 3551212	Reg 08 3551212	REGISTRATION (REGISTERED)
EU trade marks	FUZE	Thinking Phone Networks, Inc. (United States of America)	App 13210802	Reg 13210802	REGISTRATION (REGISTERED)
EU trade marks	FUZE BOX	Thinking Phone Networks, Inc. (United States of America)	App 8886418	Reg 8886418	REGISTRATION (REGISTERED)
EU trade marks	FUZE	Thinking Phone Networks, Inc. (United States of America)	App 7178825	Reg 7178825	REGISTRATION (REGISTERED)
Australia	FUZE	Thinking Phone Networks, Inc. a Delaware corporation (United States of America)	App 1643976	Reg 1643976	REGISTRATION (REGISTERED)
Australia	FUZE BOX	Thinking Phone Networks, Inc. a Delaware corporation (United States of America)	App 1345741	Reg 1345741	REGISTRATION (REGISTERED)

Australia	FUZE	Thinking Phone Networks, Inc. a Delaware corporation (United States of America)	App 1258391	Reg 1258391	REGISTRATION (REGISTERED)
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