

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM414558

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AccessLine Communications Corporation		02/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as Administrative Agent		
<b>Street Address:</b>	303 Peachtree Street, N.E.		
<b>Internal Address:</b>	25th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76130563	ACCESSLINE	
<b>Serial Number:</b>	76130562	ACCESSLINE COMMUNICATIONS	
<b>Serial Number:</b>	85866242	CALLSCAPE	
<b>Serial Number:</b>	76130569	SMART OFFICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6463667120		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Daniel Gold/White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1135397-0051-N997		
<b>NAME OF SUBMITTER:</b>	Daniel Gold		
<b>SIGNATURE:</b>	/Daniel Gold/		
<b>DATE SIGNED:</b>	02/01/2017		

CH \$115.00 76130563

**Total Attachments: 5**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto in favor of SunTrust Bank, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

**WHEREAS**, Ivy Merger Sub, Inc., a Delaware corporation, Ivy Intermediate Holdings, Inc., a Delaware corporation and certain other grantors are party to a First Lien Security Agreement, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

**SECTION 2.1** As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such grantor or in which such grantor now has or at any time hereafter owned or acquired by such grantor or in which such grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a

grantor, including the United States registered or applied for Trademarks listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby; and

(ii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. GOVERNING LAW**

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

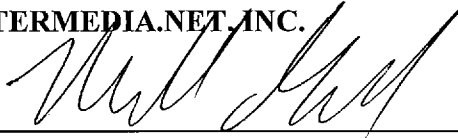
### **SECTION 5. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INTERMEDIA.NET, INC.**

By:   
Name: Michael Gold  
Title: President and Chief Executive Officer

**ACCESSLINE COMMUNICATIONS  
CORPORATION**

By:   
Name: Michael Gold  
Title: President and Chief Executive Officer

SUNTRUST BANK, as Administrative Agent

By: KMA  
Name: Kevin Curtin  
Title: Director

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005980 FRAME: 0399**

**SCHEDULE A**  
**to**  
**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
ACCESSLINE	76130563	09/18/2000	2512293	11/27/2001	AccessLine Communications Corporation
ACCESSLINE COMMUNICATIONS	76130562	09/18/2000	2512292	11/27/2001	AccessLine Communications Corporation
BPS	77684474	03/05/2009	3789320	05/18/2010	Intermedia.net, Inc.
CALLSCAPE	85866242	03/04/2013	4414554	10/08/2013	AccessLine Communications Corporation
EXCHANGE CONCIERGE	77684456	03/05/2009	3789319	05/18/2010	Intermedia.net, Inc.
HOSTPILOT	77239208	07/26/2007	3401543	03/25/2008	Intermedia.net, Inc.
HOSTPILOT	78041127	12/29/2000	2615408	09/03/2002	Intermedia.net, Inc.
INTERMEDIA	77210423	06/20/2007	3684861	09/22/2009	Intermedia.net, Inc.
INTERMEDIA APPID	86218822	03/12/2014	4983726	06/21/2016	Intermedia.net, Inc.
MESSAGEMIRROR	77433162	03/27/2008	3505193	09/23/2008	Intermedia.net, Inc.
SECURISYNC	85078195	07/06/2010	4136117	05/01/2012	Intermedia.net, Inc.
SECURISYNC	85977125	07/06/2010	4227927	10/16/2012	Intermedia.net, Inc.
USERPILOT	85078202	07/06/2010	4136118	05/01/2012	Intermedia.net, Inc.
USERPILOT	85977198	07/06/2010	4251666	11/27/2012	Intermedia.net, Inc.
SMART OFFICE	76130569	09/18/2000	2501931	10/30/2001	AccessLine Communications Corporation