

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415781

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Inteliquent, Inc.		02/10/2017	Corporation: DELAWARE
Onvoy, LLC		02/10/2017	Limited Liability Company: MINNESOTA
Broadvox, LLC		02/10/2017	Limited Liability Company: DELAWARE
Layered Communications LLC		02/10/2017	Limited Liability Company: DELAWARE
ANPI, LLC		02/10/2017	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. Bank National Association
<b>Street Address:</b>	214 N. Tryon Street
<b>Internal Address:</b>	27th Floor
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4318137	INTELIQUENT
<b>Registration Number:</b>	2163819	MEANS TELCOM
<b>Registration Number:</b>	3098972	O
<b>Registration Number:</b>	2742327	ONVOY
<b>Registration Number:</b>	2641492	ONVOY
<b>Registration Number:</b>	3973385	SERVERCONNECT
<b>Registration Number:</b>	4286279	MY SCRIBBIT TRANSCRIBES YOUR VOICEMAILS
<b>Registration Number:</b>	3845039	VITELITY
<b>Registration Number:</b>	3386976	VOIP360
<b>Registration Number:</b>	2940100	BROADVOX
<b>Registration Number:</b>	4560424	LAYERED COMMUNICATIONS
<b>Registration Number:</b>	4641149	ANPI

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86869431	INTELIQUENT
Serial Number:	86869433	INTELIQUENT
Serial Number:	86869435	INTELIQUENT
Serial Number:	86869437	
Serial Number:	87138889	OMNIIQ
Serial Number:	86972437	TANDEM CLOUDSOURCE
Serial Number:	86912495	
Serial Number:	86506887	SHIFTMOBILE
Serial Number:	86926158	VOYANT

**CORRESPONDENCE DATA**

**Fax Number:** 2029567069

*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:** (202) 956-7685

**Email:** carrierr@sullcrom.com, nguyenb@sullcrom.com

**Correspondent Name:** Rita M. Carrier

**Address Line 1:** 1700 New York Avenue, N.W., Suite 700

**Address Line 2:** Sullivan & Cromwell LLP

**Address Line 4:** Washington, D.C. 20006

<b>NAME OF SUBMITTER:</b>	Rita M. Carrier
<b>SIGNATURE:</b>	/Rita M. Carrier/
<b>DATE SIGNED:</b>	02/10/2017

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT, dated as of February 10, 2017 (this “Agreement”), among Inteliquent, Inc., Onvoy, LLC, Broadvox, LLC, Layered Communications LLC and ANPI, LLC ( each, a “Grantor” and collectively, the “Grantors”) and U.S. Bank National Association, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of February 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Onvoy, LLC, a Minnesota limited liability company (the “Borrower”), Onvoy Intermediate Holdings Inc., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto and U.S. Bank National Association, as Administrative Agent and (b) the Second Lien Collateral Agreement dated of February 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby

incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTELIQUENT, INC.  
ONVOY, LLC  
BROADVOX, LLC  
LAYERED COMMUNICATIONS LLC  
ANPI, LLC,

each, as a Grantor

By: 

Name: Michael Donahue

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005987 FRAME: 0215**

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By: 

Name: Lisa Dowd

Title: Assistant Vice President

[Signature Page to Second Lien Trademark Security Agreement]


**TRADEMARK**  
**REEL: 005987 FRAME: 0216**

Schedule I

U.S. TRADEMARK REGISTRATIONS

	<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Inteliquent, Inc.	INTELIQUENT	4318137	04/09/2013
2.	Onvoy, LLC	MEANS TELCOM	2163819	06/09/1998
3.	Onvoy, LLC		3098972	05/30/2006
4.	Onvoy, LLC	ONVOY	2742327	07/29/2003
5.	Onvoy, LLC		2641492	10/29/2002
6.	Onvoy, LLC	SERVERCONNECT	3973385	06/07/2011
7.	Onvoy, LLC		4286279	02/05/2013
8.	Onvoy, LLC	VITELITY	3845039	09/07/2010
9.	Onvoy, LLC	VOIP360	3386976	02/19/2008
10.	Broadvox, LLC	BROADVOX	2940100	04/12/2005
11.	Layered Communications LLC	LAYERED COMMUNICATIONS	4560424	07/01/2014
12.	ANPI, LLC		4641149	09/02/2014

U.S. TRADEMARK APPLICATIONS

	<u>OWNER</u>	<u>TITLE</u>	<u>APPLICATION NUMBER</u>
1.	Inteliquent, Inc.	INTELIQUENT & Logo 1	86/869431 (Allowed)
2.	Inteliquent, Inc.	INTELIQUENT & Logo 2	86/869433 (Allowed)
3.	Inteliquent, Inc.	INTELIQUENT & Logo 3	86/869435 (Allowed)
4.	Inteliquent, Inc.	INTELIQUENT Logo	86/869437 (Allowed)
5.	Inteliquent, Inc.	Omniiq (Stylized)	87/138889 (Pending)
6.	Inteliquent, Inc.	TANDEM CLOUDSOURCE	86/972437 (Pending)
7.	Onvoy, LLC		86/912495 (Pending)
8.	Onvoy, LLC	SHIFTMOBILE	86/506887
9.	Onvoy, LLC	VOYANT	86/926158 (Pending – intent to use application)

TRADEMARK LICENSES

None.