

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PASSPORT VENTURES, LLC		10/02/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FONALITY, INC.		
Street Address:	5601 Granite Parkway		
Internal Address:	Suite 500		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3319547	PBXTRA	
Registration Number:	3358097	PBXTRA	
Registration Number:	3263210	TRIXBOX	
Registration Number:	3203117	HUD	
Registration Number:	3356020	COMMUNICATE OPENLY	
Registration Number:	2943529	FONALITY	
Registration Number:	3303300	TRIXBOX	
Registration Number:	3328944	TRIXBOX	
Registration Number:	3404661	ANYWHERE MANAGEMENT	
Registration Number:	3417257	FONALITY	
Registration Number:	3573361	HYBRID-HOSTED	
Registration Number:	3387125	FONCALL	
Registration Number:	3824023	UNBOUND	
Serial Number:	85249160	FON	
Serial Number:	85249167	FON	
Serial Number:	85976108	FON	
Registration Number:	3116436	BIG BUSINESS PHONE SYSTEM. SMALL BUSINES	
Registration Number:	3190323	ENTERPRISE TELEPHONY. AFFORDABLE PRICE.	
TRADEMARK			

OP \$715.00 3319547

Property Type	Number	Word Mark
Registration Number:	3277126	COMMUNICATE OPENLY
Registration Number:	3200651	MANAGE YOUR BUSINESS, NOT YOUR PHONE SYS
Registration Number:	3301043	FONALITY COMMUNICATE OPENLY
Registration Number:	3402724	TRIXCON
Registration Number:	3316974	FTOCC
Registration Number:	3287206	THE OPEN PLATFORM FOR BUSINESS TELEPHONY
Registration Number:	3404755	TRIXNET
Registration Number:	3544871	BOOMERANG
Registration Number:	3544877	FINDME
Serial Number:	85251502	FONX

CORRESPONDENCE DATA

Fax Number: 9739127199

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: 973 912-7100

Email: trademarks.us@dentons.com, matthew.walters@dentons.com

Correspondent Name: Joel N. Bock, Dentons US LLP

Address Line 1: P.O. Box #061080

Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	20010246-000006
NAME OF SUBMITTER:	Joel N. Bock
SIGNATURE:	/Joel Bock/
DATE SIGNED:	02/15/2017

Total Attachments: 3

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CONFIDENTIAL

October 1, 2014

Fonality, Inc.
5800 Granite Parkway
Suite 550
Plano, Texas 75024
Attention: Dan Rosenthal

Re: Passport Ventures, LLC/Fonality, Inc. Financing

Ladies and Gentlemen:

Reference is made to the Loan and Security Agreement dated as of June 27, 2013, as amended by the First Amendment to Loan and Security Agreement dated as of June 25, 2014 (collectively, the "Loan Agreement"), by and among Passport Ventures, LLC, a Delaware limited liability company ("Lender"), and Fonality, Inc., a Delaware corporation ("Borrower"). Capitalized terms not otherwise defined in this letter agreement shall have the same meaning as in the Loan Agreement.

Borrower has advised Lender that it intends to repay all amounts due and owing under the Loan Documents and has requested that Lender provide Borrower with appropriate pay-off amounts for the principal, interest, fees and other amounts owing by Borrower to Lender under the Loan Documents.

Lender hereby confirms that as of October 2, 2014, the total principal amount and accrued interest, fees and expenses outstanding with respect to the Obligations (which includes the Lender Expense Reserve (as defined below)) is _____ with the continued accrual of per diem interest after such date of _____ (such amount, the "Payoff Amount"). Borrower acknowledges and agrees that the Payoff Amount includes a reserve in the amount of _____ (the "Lender Expense Reserve"), which will be used by Lender for all out-of-pocket costs and other expenses incurred by Lender in connection with the termination of the Loan Documents and the release of Lender's Lien on the assets of Borrower under the Loan Documents. If any amount of the Lender Expense Reserve is remaining after a final determination of the actual amount of such expenses, such remaining amount of the Lender Expense Reserve shall be remitted by Lender to Borrower.

The Payoff Amount listed above is effective through October 2, 2014 (the "Effective Date"). The foregoing payoff information is subject to change if any rate changes or payments occur between now and the Effective Date.

This letter agreement confirms that Borrower has waived the right to seek any additional advances or make any Advance Requests under the Loan Documents, and Lender shall not be

obligated to make, and Lender shall not make, any further advances or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Payoff Amount should be wired to Lender per the attached wire instructions.

Effective immediately upon Lender's receipt of payment in full in cash of the Payoff Amount (the date of Lender's receipt of the Payoff Amount being the "Payoff Date"), without further action on the part of the parties hereto (i) all indebtedness and obligations of Borrower to Lender under the Loan Documents shall be paid and discharged in full; (ii) all unfunded commitments to make advances or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other Liens of every type at any time granted to or held by Lender as security for such indebtedness shall be terminated, and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated; *provided, however*, those obligations that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement; and *provided, further*, that to the extent that any payments or proceeds (or any portion thereof) received by Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Lender, and this letter agreement shall in no way impair the claims of Lender with respect to the revived Obligations. For the avoidance of doubt, the foregoing agreement with respect to the termination of obligations under the Loan Documents shall not affect the obligations of the Borrower under the Warrant Agreements or other Excluded Agreements.

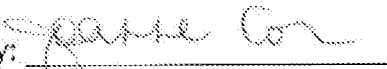
Effective as of the Payoff Date, Lender hereby authorizes Borrower or its designees to file, or cause to be filed, all appropriate assignment, termination or release statements in respect of Lender's security interests pursuant to the Loan Documents.

Lender will execute and deliver such other lien releases, notices to terminate any deposit or securities account control agreements, and such other release documents as reasonably necessary to discharge or release all of the Collateral. All such agreements, documents, and instruments which are requested by Borrower to be delivered by Lender on or after the Payoff Date shall be prepared at no cost or expense to Lender; *provided*, that any costs or expenses incurred by Lender with respect to such items (including all reasonable attorneys' fees) in excess of the Lender Expense Reserve shall be reimbursed promptly by Borrower on demand.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Lender and accepted by Borrower by its due execution in the space provided below.

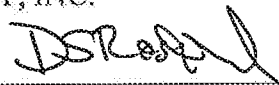
Very truly yours,

PASSPORT VENTURES, LLC

By: 
Joanne Cormican
Chief Operating Officer

AGREED TO AND ACKNOWLEDGED BY:

FONALITY, INC.

By: 

Name: Dan Rosenthal

Title: Executive Vice President