

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM416811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Netfortris Corporation		02/21/2017	Corporation: DELAWARE
Netfortris Operating Co., Inc.		02/21/2017	Corporation: DELAWARE
Netfortris Acquisition Co., Inc.		02/21/2017	Corporation: DELAWARE
Fonality, Inc.		02/21/2017	Corporation: DELAWARE
Fonality Merger Sub Inc.		02/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gladstone Capital Corporation		
Street Address:	1521 Westbranch Drive, Suite 100		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4902427	NETFORTTRIS	
Registration Number:	5024974	HEADS UP DISPLAY	
Registration Number:	5024975	HUD	
Registration Number:	4983824	FONALITY	
Registration Number:	4564472	FON	
Registration Number:	4625191	FON	
Registration Number:	4534818	FON	
Registration Number:	4565440	FON	
Registration Number:	3387125	FONCALL	
Registration Number:	3573361	HYBRID-HOSTED	
Registration Number:	3404661	ANYWHERE MANAGEMENT	
Registration Number:	3417257	FONALITY	
Registration Number:	3356020	COMMUNICATE OPENLY	
Registration Number:	3328944	TRIXBOX	
Registration Number:	3303300	TRIXBOX	

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Property Type	Number	Word Mark
Registration Number:	3263210	TRIXBOX
Registration Number:	3203117	HUD
Registration Number:	3358097	PBXTRA
Registration Number:	3319547	PBXTRA
Registration Number:	2943529	FONALITY

CORRESPONDENCE DATA

Fax Number: 3129847700

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: 312.372.2000

Email: ipdocketmwe@mwe.com, umattsson@mwe.com,
ssteigleder@mwe.com, cvicino@mwe.com

Correspondent Name: Carolyn M Vicino

Address Line 1: McDermott Will & Emery LLP

Address Line 2: 227 W. Monroe Street, Suite 4400

Address Line 4: Chicago, ILLINOIS 60606-5096

NAME OF SUBMITTER:	Carolyn M. Vicino
SIGNATURE:	/Carolyn M. Vicino/
DATE SIGNED:	02/21/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (including all schedules hereto, as the same may be amended, modified or restated from time to time, this "Agreement"), is entered into as of February 21, 2017, by and among NETFORTRIS CORPORATION, a Delaware corporation ("**Parent**"), NETFORTRIS OPERATING CO., INC., a Delaware corporation ("**NF Operating**"), NETFORTRIS ACQUISITION CO., INC., a Delaware corporation ("**NF Acquisition**"), FONALITY, INC., a Delaware corporation ("**Fonality**"), FONALITY MERGER SUB INC., a Delaware corporation ("**Merger Sub**", together with Parent, NF Operating, NF Acquisition and Fonality, collectively, the "**Grantors**", and each, individually, a "**Grantor**"), and GLADSTONE CAPITAL CORPORATION, a Maryland corporation, as agent (in such capacity, "**Agent**") for the lenders (the "**Lenders**") party to the Credit Agreement (defined below).

RECITALS

A. Pursuant to the Credit Agreement of even date herewith by and among the Grantors, Agent and the Lenders (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make Loans to Borrowers.

B. Pursuant to the Security Agreement of even date herewith by and among the Grantors and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantors granted to Agent for the benefit of Lenders a continuing security interest in lien upon all of its trademarks, whether now owned or existing or hereafter acquired or arising.

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein (including in the Recitals above) have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Agent for the benefit of Lenders a continuing first priority security interest in, and lien upon, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to: all trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith), including without limitation, the trademarks set forth on Schedule A hereto; all applications for trademarks and all applications otherwise relating in any way to the subject matter of such trademarks; all reissues, continuations, continuations in part and divisions of the

foregoing, including any claims by the Borrowers or any of their Subsidiaries against third parties for infringement thereof; all rights to sue for past, present and future infringements or violations of any such trademarks; and all proceeds and products thereof (collectively, the "Trademark Collateral")

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent for the benefit of Lenders pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the security interests 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.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.


5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[signature page follows]

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

“Grantors”

NETFORTRIS CORPORATION
NETFORTRIS OPERATING CO., INC.
NETFORTRIS ACQUISITION CO., INC.
FONALITY, INC.
FONALITY MERGER SUB INC.

By: 
Name: David K. Schaible
Title: Vice President

AGREED TO AND ACCEPTED BY:

"Agent"

GLADSTONE CAPITAL CORPORATION

By: 

Name: Bob Marcotte


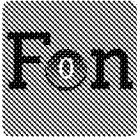
Title: President


[NetFortris-Trademark Security Agreement]

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TRADEMARK
REEL: 005993 FRAME: 0006

SCHEDULE A**(Trademarks)**

Country	Citation	App No. & Date	Reg No & Date	Owner	Status
US	NETFORTRIS	App 86253521 App 16-APR-2014	Reg 4902427 Reg 16-FEB-2016	NetFortris Corporation	Registered Section 2(F)
US	HEADS UP DISPLAY	App 86576674 App 25-MAR-2015	Reg 5024974 Reg 23-AUG-2016	Fonality, Inc.	Registered Section 2(F)
US	HUD	App 86576695 App 25-MAR-2015	Reg 5024975 Reg 23-AUG-2016	Fonality, Inc.	Registered Section 2(F)
US		App 86277539 App 09-MAY-2014	Reg 4983824 Reg 21-JUN-2016	Fonality, Inc.	Registered
US	 Color claimed	App 85249167 App 23-FEB-2011	Reg 4564472 Reg 08-JUL-2014	Fonality, Inc.	Registered
US	FON	App 85249160 App 23-FEB-2011	Reg 4625191 Reg 21-OCT-2014	Fonality, Inc.	Registered
US	FON	App 85976108 App 23-FEB-2011	Reg 4534818 Reg 20-MAY-2014	Fonality, Inc.	Registered
US		App 85976151 App 23-FEB-2011	Reg 4565440 Reg 08-JUL-2014	Fonality, Inc.	Registered
US	FONCALL	App 77247114 App 03-AUG-2007	Reg 3387125 Reg 19-FEB-2008	Fonality, Inc.	Registered Supplemental Register
US	HYBRID-HOSTED	App 77216455 App 27-JUN-2007	Reg 3573361 Reg 10-FEB-2009	Fonality, Inc.	Registered

Country	Citation	App No. & Date	Reg No & Date	Owner	Status
US	ANYWHERE MANAGEMENT	App 77215092 App 25-JUN-2007	Reg 3404661 Reg 01-APR-2008	Fonality, Inc.	Registered
US	FONALITY	App 77204758 App 13-JUN-2007	Reg 3417257 Reg 29-APR-2008	Fonality, Inc.	Registered
US	COMMUNICATE OPENLY	App 77190899 App 25-MAY-2007	Reg 3356020 Reg 18-DEC-2007	Fonality, Inc.	Registered
US		App 77143111 App 28-MAR-2007	Reg 3328944 Reg 06-NOV-2007	Fonality, Inc.	Registered
US		App 77063064 App 13-DEC-2006	Reg 3303300 Reg 02-OCT-2007	Fonality, Inc.	Registered
US	TRIXBOX	App 78850129 App 30-MAR-2006	Reg 3263210 Reg 10-JUL-2007	Fonality, Inc.	Registered
US	HUD	App 78752454 App 11-NOV-2005	Reg 3203117 Reg 23-JAN-2007	Fonality, Inc.	Registered Supplemental Register
US	PBXtra	App 78976714 App 20-AUG-2004	Reg 3358097 Reg 18-DEC-2007	Fonality, Inc.	Registered
US	PBXtra	App 78471196 App 20-AUG-2004	Reg 3319547 Reg 23-OCT-2007	Fonality, Inc.	Registered
US	FONALITY	App 76586845 App 15-APR-2004	Reg 2943529 Reg 26-APR-2005	Fonality, Inc.	Renewed (Registered)
Canada	FONALITY	App 1520856 App 25-MAR-2011	Reg TMA829433 Reg 08-AUG-2012	Fonality, Inc.	Registered
Canada	TRIXBOX	App 1520860 App 25-MAR-2011	Reg TMA829434 Reg 08-AUG-2012	Fonality, Inc.	Registered
Canada	PBXTRA	App 1298806 App 24-APR-2006	Reg TMA690850 Reg 26-JUN-2007	Fonality, Inc.	Registered

Country	Citation	App No. & Date	Reg No & Date	Owner	Status
Brazil	TRIXBOX	App 829202080 App 27-JUN-2007	Reg 829202080 Reg 29-JUN-2010	FONALITY, INC. (United States of America)	REGISTERED
Brazil	FONALITY	App 829202099 App 27-JUN-2007	Reg 829202099 Reg 03-NOV-2009	FONALITY, INC. (Iceland)	REGISTERED
Brazil	FONALITY	App 829202137 App 27-JUN-2007	Reg 829202137 Reg 02-MAR-2010	FONALITY, INC. (Iceland)	REGISTERED
Brazil	TRIXBOX	App 829202048 App 27-JUN-2007	Reg 829202048 Reg 29-JUN-2010	FONALITY, INC. (United States of America)	REGISTERED
Brazil	TRIXBOX	App 829202064 App 27-JUN-2007	Reg 829202064 Reg 29-JUN-2010	FONALITY, INC. (United States of America)	REGISTERED
Brazil	TRIXBOX	App 829202056 App 27-JUN-2007	Reg 829202056 Reg 29-JUN-2010	FONALITY, INC. (United States of America)	REGISTERED
Brazil	FONALITY	App 829202102 App 27-JUN-2007	Reg 829202102 Reg 03-NOV-2009	FONALITY, INC. (Iceland)	REGISTERED
Brazil	FONALITY	App 829202129 App 27-JUN-2007	Reg 829202129 Reg 03-NOV-2009	FONALITY, INC. (Iceland)	REGISTERED
France	TRIXBOX	App 10 3773829 App 01-JUN-2007	Reg 3773829 Reg 01-JUN-2007	Fonality, Inc.	Registered
Germany	TRIXBOX	App 302010056158.0 App 01-JUN-2007	Reg 302010056158 Reg 06-MAY-2011	Fonality, Inc.	Registered
United Kingdom British Crown Copyright	TRIXBOX	App 2559107 App 01-JUN-2007	Reg 2559107 Reg 25-MAR-2011	Fonality, Inc.	Registered

Country	Citation	App No. & Date	Reg No & Date	Owner	Status
EU trade marks	FONALITY	App 5960778 App 01-JUN-2007	Reg 5960778 Reg 05-MAY-2008	Fonality, Inc.	Registered
EU trade marks	TRIXBOX	App 5959697 App 01-JUN-2007	Reg 5959697 Reg 09-JUN-2010	Fonality, Inc.	Registered
EU trade marks	PBXtra	App 5028063 App 19-APR-2006	Reg 5028063 Reg 16-APR-2007	Fonality, Inc.	Registered
Australia		App 1544243 App 04-MAR-2013	Reg 1544243 Reg 04-MAR-2013	Fonality, Inc.	Registered
Australia	FONALITY CONNECT	App 1372188 App 14-JUL-2010	Reg 1372188 Reg 14-JUL-2010	Fonality, Inc.	Registered
Australia	FONALITY	App 1372189 App 14-JUL-2010	Reg 1372189 Reg 14-JUL-2010	Fonality, Inc.	Registered
Australia	TALKING BUSINESS	App 1372190 App 14-JUL-2010	Reg 1372190 Reg 14-JUL-2010	Fonality, Inc.	Registered
New Zealand	FONALITY	App 827264 App 14-JUL-2010	Reg 827264 Reg 14-JAN-2011	Fonality, Inc.	Registered
New Zealand	TALKING BUSINESS	App 827266 App 14-JUL-2010	Reg 827266 Reg 08-MAR-2011	Fonality, Inc.	Registered
New Zealand	FONALITY CONNECT	App 827261 App 14-JUL-2010	Reg 827261 Reg 09-MAY-2011	Fonality, Inc.	Registered