

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM418252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mavenir Systems, Inc. (f/k/a Mitel Mobility Inc.)		02/28/2017	Corporation: DELAWARE
Ulticom, Inc.		02/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3648937	MAVENIR SYSTEMS	
Registration Number:	3986497	MONE	
Registration Number:	2550474	ULTICOM	
Registration Number:	2231206	SIGNALWARE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1645		
NAME OF SUBMITTER:	Scott Kareff (014951-1645)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	03/03/2017		

CH \$115.00 3648937

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of February 28, 2017, by Mavenir Systems, Inc. (f/k/a Mitel Mobility Inc.), a Delaware corporation ("Mavenir Systems") and Ulticom, Inc., Delaware corporation ("Ulticom" and together with Mavenir Systems, each a "Grantor" and, collectively, the "Grantors"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors have adopted, used and are using, and hold all rights, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to the Security Agreement Supplement, dated as of February 28, 2017, among Grantors, Ranzure Networks, Inc., a Delaware corporation, Ranzure Holdings LLC, a Delaware limited liability company and Grantee, the Grantors are deemed to have entered into a Pledge and Security Agreement, dated August 19, 2016 (as amended, restated, supplemented or modified from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed

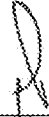
shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

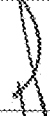
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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

MAVENIR SYSTEMS, INC.

By: 
Name: Roy S. Luria
Title: Authorized Officer

ULTICOM, INC.

By: 
Name: Roy S. Luria
Title: Secretary

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Current Owner
MAVENIR SYSTEMS	USA	78925401	7/10/2006	3,648,937	6/30/2009	Mitel Mobility, Inc.
mONE	USA	77871140	11/12/2009	3,986,497	6/28/2011	Mitel Mobility, Inc.
ULTICOM	USA	75690984	4/26/1999	2,550,474	3/19/2002	Ulticom, Inc.
SIGNALWARE	USA	75303862	6/5/1997	2,231,206	3/9/1999	Ulticom, Inc.