

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taqua LLC		12/09/2016	Limited Liability Company: TEXAS
Sonus Networks, Inc.		12/09/2016	Corporation: DELAWARE
Sonus Federal, Inc.		12/09/2016	Corporation: DELAWARE
Network Equipment Technologies, Inc.		12/09/2016	Corporation: DELAWARE
Sonus International, Inc.		12/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	100 Federal Street		
Internal Address:	Mail Code MA5-100-08-13		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3440290	TAQUA	
Registration Number:	2463564	TAQUA	
Registration Number:	3601303	TAQUAWORKS	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2006775-0004		

OP \$90.00 3440290

NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	05/31/2017
Total Attachments: 7 source=Joinder Agreement#page1.tif source=Joinder Agreement#page2.tif source=Joinder Agreement#page3.tif source=Joinder Agreement#page4.tif source=Joinder Agreement#page5.tif source=Joinder Agreement#page6.tif source=Joinder Agreement#page7.tif	

JOINDER AGREEMENT
(Security Agreement)

This Joinder Agreement (this "Joinder Agreement"), dated as of December 9, 2016, by TAQUA, LLC, a Texas limited liability company (the "New Grantor"), to the Security and Pledge Agreement, dated as of June 27, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), by and among each of the parties listed on the signature pages thereto ("Existing Grantors"; together with the New Grantor, each, individually, a "Debtor", and, collectively, the "Debtors") and Bank of America, N.A., in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of June 27, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Sonus Network, Inc., a Delaware corporation (the "Borrower") and the Material Subsidiaries thereof, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"); and

WHEREAS, initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or, if not defined therein, in the Credit Agreement; and

WHEREAS, the Existing Grantors have entered into the Security Agreement in order to induce the Lenders to continue to make certain financial accommodations to the Borrower; and

WHEREAS, pursuant to Section 6.12 of the Credit Agreement, the New Grantor must execute in favor of and deliver to, this Joinder Agreement to the Administrative Agent, for the benefit of the Secured Parties; and

WHEREAS, the New Grantor (a) is a material Subsidiary of the Borrower and, as such, will benefit by virtue of the financial accommodations extended to the Borrower by the Lenders and (b) by becoming a Loan Party will benefit from certain rights granted to the Loan Parties pursuant to the terms of the Loan Documents;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Grantor hereby agrees as follows:

1. The New Grantor, by executing and delivering this Joinder Agreement, becomes a "Debtor" under the Security Agreement with the same force and effect as if it was originally named therein as a "Debtor" and the New Grantor hereby: (a) agrees to all of the terms, covenants, undertakings and provisions of the Security Agreement of a "Debtor" thereunder and (b) represents and warrants that the representations and warranties made by it by joining the Security Agreement as a "Debtor" are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that are already

qualified or modified by materiality in the text thereof) on and as of the date hereof. In furtherance of the foregoing, the New Grantor does hereby unconditionally grant, assign, and pledge to Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in and to all of such New Grantor's right, title and interest in and to the Collateral. The Schedules and Exhibits to the Security Agreement are hereby updated by the following Schedules and Exhibits attached hereto: Schedule I, "Debtors", Exhibit 3(b), "Locations", Exhibit 4(a)(i), "Intellectual Property" (and, in each case, solely relate to the New Grantor) and are a part of the Security Agreement. Each reference to a "Debtor" in the Security Agreement shall be deemed to include New Grantor. The Security Agreement is incorporated herein by reference. New Grantor authorizes Administrative Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments thereto (i) describing the Collateral as "all personal property of debtor" or "all assets of debtor" or words of similar effect, (ii) describing the Collateral as being of equal or lesser scope or with greater detail, or (iii) that contain any information required by Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance. The New Grantor also hereby ratifies any and all financing statements or amendments previously filed by Administrative Agent in any jurisdiction in connection with the Loan Documents.

2. The New Grantor represents and warrants to Administrative Agent, the Secured Parties that this Joinder Agreement has been duly executed and delivered by such New Grantor and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium, or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

3. This Joinder Agreement is a Loan Document. This Joinder Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Joinder Agreement. Delivery of an executed counterpart of this Joinder Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Joinder Agreement. Any party delivering an executed counterpart of this Joinder Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Joinder Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Joinder Agreement.

4. The Security Agreement, as supplemented hereby, shall remain in full force and effect.

5. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. THE NEW GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF

NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS JOINDER AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH MASSACHUSETTS STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST THE NEW GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

7. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS JOINDER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS JOINDER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to the Security Agreement to be executed and delivered as of the day and year first above written.

NEW GRANTOR:

TAQUA LLC, a Texas limited liability company

By: *Susan Villare*
Name: Susan Villare
Title: Chief Financial Officer

EXISTING GRANTORS:

SONUS NETWORKS, INC.

By: *Susan Villare*
Name: Susan Villare
Title: Chief Financial Officer

SONUS FEDERAL, INC.

By: *Susan Villare*
Name: Susan Villare
Title: Chief Financial Officer

**NETWORK EQUIPMENT TECHNOLOGIES,
INC.**

By: *Susan Villare*
Name: Susan Villare
Title: Chief Financial Officer

SONUS INTERNATIONAL, INC.

By: *Susan Villare*
Name: Susan Villare
Title: Chief Financial Officer

[Signature Page to Joinder Agreement (Security Agreement)]

Exhibit 4(a)(i)

Intellectual Property

Non-Expired Tagna, LLC U.S. Patents/Patent Applications, as of October 19, 2016

Matter No.	U.S. Patent Number	U.S. Application Number	Date of Issuance	Invention Title
SNS-129PROV		62/336,130	PENDING PROVISIONAL APPLICATION	Systems and Methods for Special Called Number Call Handling
SNS-144	6,381,239	09/125,217	April 30, 2002	Multiple Application Switching Platform And Method
SNS-135	7,136,651	11/214,172	November 14, 2006	Mobile Services Control Platform providing a Converged Voice Service
SNS-133	7,181,217	11/157,498	April 3, 2007	Mobile Services Control Platform Providing A Message Forwarding Service
SNS-134	7,239,632	10/173,084	July 3, 2007	Method and Apparatus for Converging Local Area and Wide Area Wireless Data Networks
SNS-133CON	7,634,281	11/676,115	December 15, 2009	Mobile Services Control Platform providing a message forwarding service
SNS-134CON	7,782,848	11/772,390	August 24, 2010	Method and Apparatus for Converging Local Area and Wide Area Wireless Data Networks

TRADEMARK

REEL: 006073 FRAME: 0715

Matter No.	U.S. Patent Number	U.S. Application Number	Date of Issuance	Invention Title
SNS-135CON	7,818,008	11/598,287	October 19, 2010	Mobile Services Control Platform providing a Converged Voice Service
SNS-137	8,805,370	12/404,064	August 12, 2014	Hand-out and Hand-in Support for Legacy Mobiles Served by a Femtocell Attached to an IMS Network
SNS-139	8,854,969	13/284,669	October 7, 2014	Method and System for Adaptive Resource Allocation
SNS-136CIP	8,918,108	13/427,472	December 23, 2014	Method and System for Frequency Reuse in Multi-Cell Deployment Model of a Wireless Backhaul Network
SNS-141	9,294,967	14/046,611	March 22, 2016	Centralized Circuit Switched Fallback
SNS-142	9,408,067	14/094,518	August 2, 2016	Selectively Disallowing Use of Media Over Data Calling In a Segment Based on Segment Characteristics
SNS-143	9,426,642	14/635,676	August 23, 2016	Systems and Methods facilitating communication with respect to a plurality of communication networks using fallback techniques

Taqua, LLC Trademarks:

Legal Entity	Mark	Jurisdiction	Reg. No.	U.S. Serial Number	Filing Date	Reg. Date
Taqua, LLC	TAQUA	U.S.	3440290	77295424	10/03/2007	6/3/2008
Taqua, LLC	TAQUA	U.S.	2463564	75893189	01/10/2000	6/26/2011
Taqua, LLC	TAQUAWORKS	U.S.	3601303	77420364	03/12/2008	4/7/2009