

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431572

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ASENTINEL, LLC		06/16/2017	Limited Liability Company: DELAWARE
TANGOE, INC. (as successor-in-interest to Symphony Service Corp.)		06/16/2017	Corporation: DELAWARE
TANGOE-PL, INC.	FORMERLY ProfitLine, Inc.	06/16/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	OBSIDIAN AGENCY SERVICES, INC., as Collateral Agent, c/o TENNENBAUM CAPITAL PARTNERS, LLC
Street Address:	2951 28TH STREET
Internal Address:	1000
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3286190	ASENTINEL
Registration Number:	3496668	TOUCHFREETEM
Registration Number:	3317777	OPTICAL INVOICE RECOGNITION (OIR)
Registration Number:	2781611	TANGOE
Registration Number:	4637605	TANGOE
Registration Number:	4965163	TANGOE
Registration Number:	4837681	TANGOE
Registration Number:	4837682	TANGOE
Registration Number:	4809675	TANGOE
Registration Number:	3537104	TANGOE
Registration Number:	3453536	COMMCARE
Registration Number:	3498393	EMS
Registration Number:	5093891	TANGOE
Registration Number:	2030118	INTERNODED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4506132	FAMZEE
Registration Number:	2165378	TRU SYSTEM
Registration Number:	2134188	TRU C@LL ACCOUNTANT
Registration Number:	2270763	PROFITLINE
Registration Number:	4028680	PROFITLINE
Registration Number:	4028681	PROFITLINE

CORRESPONDENCE DATA

Fax Number: 3129021061
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: 312-577-8446
Email: vickie.lee@kattenlaw.com
Correspondent Name: VICKIE LEE c/o KATTEN MUCHIN ROSENMAN
Address Line 1: 525 W. MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	Vickie Lee
SIGNATURE:	/Vickie Lee/
DATE SIGNED:	06/16/2017

Total Attachments: 8
source=Project Titan - Trademark Security Agreement (executed)#page1.tif
source=Project Titan - Trademark Security Agreement (executed)#page2.tif
source=Project Titan - Trademark Security Agreement (executed)#page3.tif
source=Project Titan - Trademark Security Agreement (executed)#page4.tif
source=Project Titan - Trademark Security Agreement (executed)#page5.tif
source=Project Titan - Trademark Security Agreement (executed)#page6.tif
source=Project Titan - Trademark Security Agreement (executed)#page7.tif
source=Project Titan - Trademark Security Agreement (executed)#page8.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of June 16, 2017, by ASENTINEL, LLC, TANGOE, INC. (as successor-in-interest to Symphony Service Corp.) and TANGOE-PL, INC. (formerly known as ProfitLine, Inc.) (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of OBSIDIAN AGENCY SERVICES, INC., c/o Tennenbaum Capital Partners, LLC, 2951 28th Street, Suite 1000, Santa Monica, California 90405, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of June 16, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- A. all Trademarks of such Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

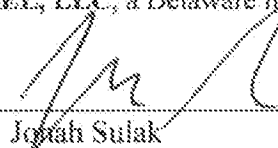
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

ASENTINEL, LLC, a Delaware limited liability company

By:  _____

Name: Jotah Sulak

Title: President and Assistant Secretary

TANGOE, INC. (as successor-in-interest to Symphony Service Corp.), a Delaware corporation

By: Robb Warwick

Name: Robb Warwick

Title: Vice President

TANGOE-FL, INC. (formerly known as ProfitLine,
Inc.), a Delaware corporation

By: Robb Warwick

Name: Robb Warwick

Title: Vice President

Accepted and Agreed:

OBSIDIAN AGENCY SERVICES, INC.,
as Collateral Agent


By: 
Name: Rajneesh Vig
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Asentinel, LLC U.S. Trademarks

	Mark	Country	Status	App. No./ Filing Date	Reg. No./ Reg. Date
1.	ASENTINEL	US	Registered	78/887,126 (05/18/2006)	3,286,190 (08/28/2007)
2.	TOUCHFREETEM	US	Registered	77/175,709 (05/08/2007)	3,496,668 (09/02/2008)
3.	OPTICAL INVOICE RECOGNITION (OIR)	US	Registered	78/887,162 (05/18/2006)	3,317,777 (10/23/2007)

Tangoe, Inc. U.S. Trademarks

	Mark	Country	Status	App. No./ Filing Date	Reg. No./ Reg. Date
1.	TANGOE	US	REGISTERED	76/465,129 (11/07/2002)	2,781,611 (11/11/2003)
2.	TANGOE	US	REGISTERED	85/679,771 (07/17/2012)	4,637,605 (11/11/2014)
3.	TANGOE	US	REGISTERED	86/292,634 (05/27/2014)	4,965,163 (05/24/2016)
4.	TANGOE	US	REGISTERED	86/292,653 (05/27/2014)	4,837,681 (10/20/2015)
5.	TANGOE	US	REGISTERED	86/292,666 (05/27/2014)	4,837,682 (10/20/2015)
6.	TANGOE	US	REGISTERED	86/292,686 (05/27/2014)	4,809,675 (09/08/2015)
7.		US	REGISTERED	78/763,266 (11/30/2005)	3,537,104 (11/25/2008)
8.	COMMCARE	US	REGISTERED	77/326,804 (11/12/2007)	3,453,536 (06/24/2008)
9.	EMS	US	REGISTERED	77/366,808	3,498,393

	Mark	Country	Status	App. No./ Filing Date	Reg. No./ Reg. Date
				(01/08/2008)	(09/09/2008)
10.	tangoe	US	REGISTERED	86/790,260 (10/16/2015)	5,093,891 (12/06/2016)
11.	INTERNODED	US	REGISTERED	75/050,585 (10/30/1986)	2,030,118 (01/14/1997)
12.	FAMZEE	US	REGISTERED	85/640,991 (06/01/2012)	4,506,132 (04/01/2014)

Tangoe, Inc. (as successor-in-interest to Symphony Service Corporation) U.S. Trademarks

	Mark	Country	Status	App. No./ Filing Date	Reg. No./ Reg. Date
1.	TRU SYSTEM	US	REGISTERED	75/221,629 (01/06/1997)	2,165,378 (06/16/1998)
2.	TRU C@LL ACCOUNTANT	US	REGISTERED	75/221,894 (01/06/1997)	2,134,188 (02/03/1998)

Tangoe-PL, Inc. (formerly known as ProfitLine, Inc.) U.S. Trademarks

	Mark	Country	Status	App. No./ Filing Date	Reg. No./ Reg. Date
1.	PROFITLINE	US	REGISTERED	75/525,187 (07/24/1998)	2,270,763 (08/17/1999)
2.	PROFITLINE	US	REGISTERED	85/250,984 (02/24/2011)	4,028,680 (09/20/2011)
3.	PROFITLINE	US	REGISTERED	85/250,986 (02/24/2011)	4,028,681 (09/20/2011)