

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fuze, Inc.		06/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4452487	CONTACTIVE	
Registration Number:	4902571	PARLAI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F171194		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	07/06/2017		
Total Attachments: 5			
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**SECOND AMENDMENT TO
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Amended and Restated Intellectual Property Security Agreement (this "Amendment") is made as of June 30, 2017, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **FUZE, INC.**, f/k/a Thinking Phone Networks, Inc., a Delaware corporation with offices at 100 Huntington Avenue, 2 Copley Place, Suite 7000, Boston, Massachusetts 02216 ("Grantor").

Recitals

A. Grantor has previously entered into that certain Amended and Restated Loan and Security Agreement dated as of February 25, 2013, as amended from time to time.

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated as of February 25, 2013, as affected by a certain Grant of Security Interest in United States Patents dated as of August 7, 2014, and as amended by a certain First Amendment to Amended and Restated Intellectual Property Security Agreement dated as of December 28, 2016 (as the same has been and may from time to time be further amended, affected modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. Exhibit B to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule B-1 attached hereto.
2. Exhibit C to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-1 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

FUZE, INC

By: 

Name: Brian Day

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

FUZE, INC.

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: 

Name: Christopher Michael

Title: Vice President

SCHEDULE B-1

Patents

Title	Patent Status	Case Type	Country	Application/ Serial No.	Filing/ Application Date	Pub. No.	Pub. Date	Patent No.	Issue Date	Assignee (Recorded Owner)
TOPICS	Filed	Provisional	US	62/486,435	4/17/2017	N/A	N/A	N/A	N/A	Fuze, Inc.

SCHEDULE C-1

Trademarks

Source	Image	Owner Name	Application Number	Registration Number	Status
USPTO	CONTACTIVE	FUZE, INC., as successor-in-interest to Contactive Inc.	App 85801369 December 12, 2012	Reg 4452487 December 17, 2013	Registered
North Dakota	FUZE COMMUNICATIONS, INC.	Fuze, Inc.		Reg 40965200 June 15, 2016	Registered Trade Name (International Class 38)
USPTO	PARLAI	Parlai Technologies, Inc.	App 86378407 August, 27, 2014	Reg 4902571 February, 16, 2016	Registered