

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fuze, Inc.		06/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4875014	F	
Registration Number:	3624181	FUZE	
Registration Number:	4867671	FUZE	
Registration Number:	4875015	FUZE	
Registration Number:	3770969	FUZE BOX	
Registration Number:	4120330	FUZE BOX IGNITE	
Registration Number:	4040802	FUZE IN	
Registration Number:	4057395	IPOINT	
Registration Number:	4452487	CONTACTIVE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	054809-0021		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$240.00 4875014

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	07/10/2017
Total Attachments: 9 source=Hercules-Fuze - Intellectual Property Security Agreement Executed#page1.tif source=Hercules-Fuze - Intellectual Property Security Agreement Executed#page2.tif source=Hercules-Fuze - Intellectual Property Security Agreement Executed#page3.tif source=Hercules-Fuze - Intellectual Property Security Agreement Executed#page4.tif source=Hercules-Fuze - Intellectual Property Security Agreement Executed#page5.tif source=Hercules-Fuze - Intellectual Property Security Agreement Executed#page6.tif source=Hercules-Fuze - Intellectual Property Security Agreement Executed#page7.tif source=Hercules-Fuze - Intellectual Property Security Agreement Executed#page8.tif source=Hercules-Fuze - Intellectual Property Security Agreement Executed#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of June 30, 2017, is made by FUZE, INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of HERCULES CAPITAL, INC., formerly known as Hercules Technology Growth Capital, Inc., a Maryland corporation ("Agent"), in its capacity as administrative agent and collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the "Lenders") and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

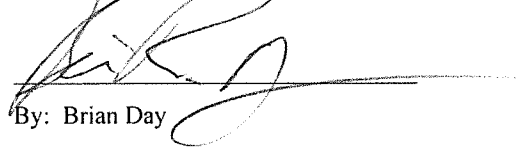
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FUZE, INC., a Delaware corporation



By: Brian Day

Title: Chief Financial Officer

PARLAI TECHNOLOGIES, INC., a
Delaware corporation

By: Laurie Harrison

Title: President

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FUZE, INC., a Delaware corporation

By: Brian Day

Title: Chief Financial Officer

PARLAI TECHNOLOGIES, INC., a
Delaware corporation

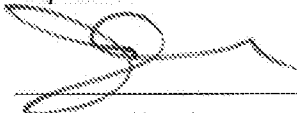
DocuSigned by:
Laurie Harrison

By: Laurie Harrison

Title: President

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation



By: Jennifer Choe

Title: Assistant General Counsel

[Signature Page to Intellectual Property Security Agreement (Hercules/Fuze)]

TRADEMARK
REEL: 006101 FRAME: 0731

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date	Grantor
Configuring A Network Device	11580540 10/13/2006	8130769 03/06/2012	Fuze, Inc.
Discovering Network Services	11580701 10/13/2006	8156564 04/10/2012	Fuze, Inc.
Call Quality Monitoring	11751355 05/21/2007	8457000 06/04/2013	Fuze, Inc.
Configuring a network device	13398276 2/16/2012	8693465 4/8/2014	Fuze, Inc.
Discovering network services	13437380 4/2/2012	8850024 9/30/2014	Fuze, Inc.
Call quality monitoring	13872681 4/29/2013	8913506 12/16/2014	Fuze, Inc.
Systems And Methods Of Address Book Management	14570761 12/15/2014	(20150172419)	Fuze, Inc.
Electronic Communication Software	62401659 09/29/2016		Fuze, Inc.
Topics	62486435 04/17/2017		Fuze, Inc.
Selecting Routes Through A Network ¹	11751391 05/21/2007	(20070283042)	Fuze, Inc.

¹ This Patent is in the process of being revived via petition.
US-DOCS\89625716.5

EXHIBIT C

Trademarks


Mark	International Classes	Application No. Filing Date	Registration No. Registration Date	Grantor
	9, 38, 42	86209666 03-MAR-2014	4875014 22-DEC-2015	Fuze, Inc.
FUZE	38	77404349 22-FEB-2008	3624181 19-MAY-2009	Fuze, Inc.
FUZE	9, 38, 42	86209422 03-MAR-2014	4867671 08-DEC-2015	Fuze, Inc.
fuze	9, 38, 42	86209702 03-MAR-2014	4875015 22-DEC-2015	Fuze, Inc.
FUZE BOX	38	77809350 20-AUG-2009	3770969 06-APR-2010	Fuze, Inc.
FUZE BOX IGNITE	42	85107586 13-AUG-2010	4120330 03-APR-2012	Fuze, Inc.
FUZE IN	38	85148815 08-OCT-2010	4040802 18-OCT-2011	Fuze, Inc.
IPOINT	9	85125081 08-SEP-2010	4057395 15-NOV-2011	Fuze, Inc.
CONTACTIVE	9, 38, 42	85801369 12-DEC-2012	4452487 17-DEC-2013	Fuze, Inc., as successor-in-interest to Contactive Inc.
PARLAI	42	86378407 27-AUG-2014	4902571 16-FEB-2016	Parlai Technologies, Inc.

EXHIBIT D

Mask Works

None.