

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440931

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FUZE, INC.		08/24/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	275 GROVE STREET
Internal Address:	Suite 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

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
Registration Number:	4902571	PARLAI

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

OP \$265.00 4875014

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 08/28/2017

Total Attachments: 9

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**SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of August 24, 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., a Delaware corporation with its principal place of business located at 100 Huntington Avenue, 2 Copley Place, Suite 7000, Boston, Massachusetts 02216 (Grantor"). This Agreement amends and restates in its entirety the terms and conditions of that certain Amended and Restated Intellectual Property Security Agreement, dated as of February 25, 2013, by and between Bank and Thinking Phone Networks, Inc., a Massachusetts corporation ("Predecessor"), as affected by that certain Grant of Security Interest in United States Patents, dated as of August 7, 2014, by and between Predecessor and Bank, as amended by that certain First Amendment to Amended and Restated Intellectual Property Security Agreement dated as of December 28, 2016, by and between Grantor and Bank, and as further amended by that certain Second Amendment to Amended and Restated Intellectual Property Security Agreement dated as of June 30, 2017, by and between Grantor and Bank. Pursuant to the terms and conditions of that certain Agreement and Plan of Merger, Predecessor was previously merged with and into Grantor, with Grantor being the sole surviving legal entity.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank 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 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, extensions, 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.

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 Bank.

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 Bank 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 may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the first date written above.

GRANTOR:

FUZE, INC.

By:  _____

Name: Brian Day

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the first date written above.

GRANTOR:

FUZE, INC.

By: _____

Name: Brian Day

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By:  _____

Title: Christopher Michael
Vice President

TRADEMARK

REEL: 006139 FRAME: 0691

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	11751391 05/21/2007	(20070283042)	Fuze, Inc.

EXHIBIT C

Trademarks


Mark	International Class(es)	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.