

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALLTOWER, INC.		03/02/2018	Corporation: DELAWARE
APPIA COMMUNICATIONS, INC.		03/02/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	BREGAL INVESTMENTS, INC.		
Street Address:	277 Park Avenue, 29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4102318	CALLTOWER	
Registration Number:	4494580	CALLTOWER STAY CONNECTED STAY AHEAD	
Registration Number:	4597099	APPIA	
Registration Number:	4018962	APPIA	
Registration Number:	4751535	APPIA	
Registration Number:	4616689	THE CLOUD AT WORK	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B.Hunt/		

CH \$165.00 4102318

DATE SIGNED:	03/09/2018
---------------------	------------

Total Attachments: 9

source=Sagemount CallTower 494087#page1.tif

source=Sagemount CallTower 494087#page2.tif

source=Sagemount CallTower 494087#page3.tif

source=Sagemount CallTower 494087#page4.tif

source=Sagemount CallTower 494087#page5.tif

source=Sagemount CallTower 494087#page6.tif

source=Sagemount CallTower 494087#page7.tif

source=Sagemount CallTower 494087#page8.tif

source=Sagemount CallTower 494087#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 2 day of March, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and BREGAL INVESTMENTS, INC., in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among CALLTOWER, INC., a Delaware corporation (the “Borrower”), CALLTOWER HOLDINGS, INC., a Delaware corporation, as Guarantor, the Lenders party thereto from time to time (collectively, the “Lenders”), the Collateral Agent and BREGAL INVESTMENTS, INC., in its capacity as the Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of the date hereof, by and among the Grantors, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority (subject to Permitted Liens which are prior as a matter of law) security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks, Trademark Licenses, Trade Names, and Trade Name Licenses, including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Trademark License, Trade Secret or Trade Secret License or (ii) injury to the goodwill associated with any Trademark, Trademark License, Trade Secret or Trade Secret License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the filing of a petition in bankruptcy with respect to any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, Trademark Licenses, Trade Secrets or Trade Secret Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought.

Any signatures delivered by a party by facsimile or other electronic method of transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof”, “herein”, “hereby”, “hereunder” and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, Schedule, and Exhibit references herein are to this Trademark Security Agreement unless otherwise specified.

[remainder of page intentionally left blank]

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.

CALLTOWER, INC., as a Grantor

By: Bret England
Name: Bret England
Title: President & CEO

APPIA COMMUNICATIONS, INC., as a Grantor

By: Bret England
Name: Bret England
Title: President & CEO

BROADRIVER COMMUNICATION CORPORATION, as a Grantor

By: Bret England
Name: Bret England
Title: President & CEO

BREGAL INVESTMENTS, INC., as Collateral Agent

By: _____
Name:
Title:

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.

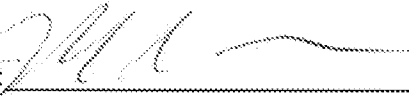
CALLTOWER, INC., as a Grantor

By: _____
Name:
Title:

APPIA COMMUNICATIONS, INC., as a Grantor

By: _____
Name:
Title:

BREGAL INVESTMENTS, INC., as Collateral Agent

By:  _____
Name: *Mitchell A. Baker*
Title: *Secretary*

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Registration No./ Serial No.	Filing Date	Registration Date	Owner
CALLTOWER	4,102,318 85/368,346	July 11, 2011	February 21, 2012	CallTower, Inc.
CALLTOWER STAY CONNECTED STAY AHEAD and Design 	4,494,580 86/017,412	July 23, 2013	March 11, 2014	CallTower, Inc.
APPIA	4,597,099 86/185,253	February 5, 2014	September 2, 2014	Appia Communications, Inc.
APPIA and Design 	4,018,962 85/226,978	January 26, 2011	August 30, 2011	Appia Communications, Inc.
APPIA (Stylized) 	4,751,535 86/417,191	October 7, 2014	June 9, 2015	Appia Communications Inc
THE CLOUD AT WORK	4,616,689 86/185,050	February 5, 2014	October 7, 2014	Appia Communications, Inc.
BROADRIVER COMMUNICATION CORPORATION 	3,970,669 85/157,226	October 20, 2010	May 31, 2011	[BroadRiver Communication Corporation]

Trade Names

NETLOGIC.NET
SOFTWAREUPDATE.CO
VVS3.US
HOSTEDCALLCENTERSOLUTIONS.NET
HOSTEDVIDEOCONFERENCING.NET
SIPTERMINATIONWHOLESALE.COM
SIPTRUNKSANDBUNDLES.COM
WHOLESALETERMINATIONPROVIDER.COM
YOURCLOUDDESKTOP.NET
INFINIPLEX.NET
WEATHERWAREPROTECTION.COM
YOURREMOTEDESKTOP.COM
ALWAYSREACH.ME
APPIASERVICES.NET
triouccm.com
VOXITAS.COM
APPIAVIDEO.COM
ISPHONE.COM
ISPHONE.NET
WHATDIDWEDECIDE.COM
CLOUDVIDEOCONFERENCING.COM
CLOUDVOIPPBX.COM
CLOUDVOIPPROVIDER.COM
HOSTEDBUSINESSVOIP.NET
HOSTEDVOIPPROVIDER.NET
SIPTRUNKINGSERVICE.NET
COLOSTLOUIS.COM
siptrunksdenver.com
businessvoipdenver.com
virtualdesktopsdenver.com
VIDWARE.COM
SIPFORLYNC.NET
APPIADEV.NET
APPIACONNECT.NET
THEREADYOFFICE.COM
APPIACOMM.COM
SIPTRUNKSERVICES.NET

calltower.biz ctdemo09.com
calltower.co ctdemo10.com scclync.com
calltower.com ctdemo11.com sccmldemo.com

calltower.info	ctdemo12.com	sccpoc01.com
calltower.mobi	ctdemo13.com	sccpoc02.com
calltower.net	ctdemo14.com	sccpoc03.com
calltower.org	ctdemo15.com	sccpoc04.com
calltower.tel	ctdemo16.com	sccpoc05.com
calltower.us	ctdemo17.com	scctrybuy1.com
calltowerinc.com	ctdemo18.com	scctrybuy2.com
calltowerU.com	ctdemo19.com	scctrybuy3.com
calltowerULync.com	ctdemo20.com	scctrybuy4.com
callvault.com	ctdemo21.com	scctrybuy5.com
ct450.com	ctdemo22.com	stayconnectedct.com
ct550.com	ctdemo23.com	
ct650.com	ctdemo24.com	
ct750.com	ctdemo25.com	
ct7501.com	ctdemo26.com	
ct7502.com	ctdev01.com	
ct7503.com	ctdev01b.com	
ct7504.com	ctdev02.com	
ct7505.com	ctdev02b.com	
ct7506.com	ctdev03.com	
ct7507.com	ctdev03b.com	
ct7508.com	ctdev04.com	
ct7509.com	ctdev05.com	
ct7510.com	ctdev06.com	
ct850.com	ctfaxcomplete.com	
ct950.com	cthomer.com	
ctbart.com	ctmaggie.com	
ctcastle.com	ctmarge.com	
ctcontactcenter.com	ctmoe.com	
ctcu8demo.com	cttestc08.com	
ctdemo01.com	cttestc09.com	
ctdemo02.com	ctucdemo.com	
ctdemo03.com	ctucdemo2.com	
ctdemo04.com	ctucdemo3.com	
ctdemo05.com	ctucdemo4.com	
ctdemo06.com	ctvcmail.com	
ctdemo07.com	dcolab09.com	
ctdemo08.com	efaxcomplete.com	

Common Law Trademarks

N/A

Trademarks Not Currently In Use

N/A

Trademark Licenses

N/A

Trade Name License

N/A