

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STAR2STAR COMMUNICATIONS, LLC		12/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3956531	STAR2STAR	
Registration Number:	4854742	STARBOX	
Serial Number:	86743613	STARMICRO	
Serial Number:	87056888	STARCENTER	
Registration Number:	5207788	STARSCOPE	
Serial Number:	87056849	BEST VOICE	
Serial Number:	87100772	GALAXY CLOUD	
Registration Number:	1883430	PERFECT VOICE	
Registration Number:	3170434	PERFECT VOICE	
Serial Number:	87258429	STARBAND	
Serial Number:	87258464	STARPHONE	
Serial Number:	87258486	HYBRIDCONNECT	
Serial Number:	87258503	NATBUSTER	
Serial Number:	87352182	ROCKET	
Serial Number:	87528550	STARMESSENGER	
Serial Number:	87537342	STARSYSTEM	
CORRESPONDENCE DATA			
Fax Number:	4048853900		

CH \$415.00 3956531

TRADEMARK

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: 4048853868
Email: rusty.close@troutmansanders.com
Correspondent Name: CHRISTOPHER CLOSE
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET NE, SUITE 5200
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	248435.000009
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NAME OF SUBMITTER:	Christopher C Close, Jr.
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SIGNATURE:	/Christopher C. Close Jr./
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DATE SIGNED:	03/12/2018
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 27, 2017 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), Star2Star Communications, LLC, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of December 27, 2017 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B; provided, "Trademarks" shall not include any trademark applications filed on an "intent-to-use" basis until the earlier of (a) the filing of a statement of use with respect thereto or (b) the issuance of a registration therefor;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

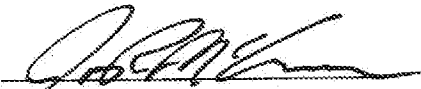
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing

at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

STAR2STAR COMMUNICATIONS, LLC

By 
Name: John McLawrence
Title: CFO

Address for Notices:

Star2Star Communications, LLC
600 Tallevast Road #202
Sarasota, FL 34243
Attn: Legal Department
FAX: (941) 355-7878
EMAIL: Legal.Department@Star2Star.com

With a copy (which will not constitute notice)
to:

Pepper Hamilton LLP
400 Berwyn Park
899 Cassatt Road
Berwyn, Pennsylvania 19312
Fax: (610) 640-7835
Attention: Christopher S. Miller, Esquire
E-mail: millercc@pepperlaw.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By _____
Name: _____
Title: _____

Address for Notices:

Attn:
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

LENDER:

STAR2STAR COMMUNICATIONS, LLC

WESTERN ALLIANCE BANK, an Arizona corporation

By _____

By *[Signature]*

Name: _____

Name: *Brian McCabe*

Title: _____

Title: *Vice President*

Address for Notices:

Star2Star Communications, LLC
600 Tallevast Road #202
Sarasota, FL 34243
Attn: Legal Department
FAX: (941) 355-7878
EMAIL: Legal.Department@Star2Star.com

Address for Notices:

Attn:
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

With a copy (which will not constitute notice)
to:

Pepper Hamilton LLP
400 Berwyn Park
899 Cassatt Road
Berwyn, Pennsylvania 19312
Fax: (610) 640-7835
Attention: Christopher S. Miller, Esquire
E-mail: millerc@pepperlaw.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
Star2Star	77895698	3956531 (5/10/2011)	N/A	12/17/2009
StarBox	86578434	4854742 (11/17/2015)	N/A	3/27/2015
StarMicro	86743613	N/A	N/A	9/1/2015
StarCenter	87056888	N/A	N/A	6/1/2016
StarScope	87056865	5207788 (5/23/2017)	N/A	6/1/2016
Best Voice	87056849	N/A	N/A	6/1/2016
Galaxy Cloud	87100772	N/A	N/A	7/12/2016
Perfect Voice	74502095	1883430 (3/14/1995)	N/A	3/16/1994
Perfect Voice	76636871	3170434 (11/14/2006)	N/A	4/22/2005
StarBand	87258429	N/A	N/A	12/6/2016
StarPhone	87258464	N/A	N/A	12/6/2016
HybridConnect	87258486	N/A	N/A	12/6/2016
NatBuster	87258503	N/A	N/A	12/6/2016
Rocket	87352182	N/A	N/A	2/28/2017

StarMessenger	87528550	N/A	N/A	7/14/2017
StarSystem	87537342	N/A	N/A	07/21/2017

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Systems and Methods for Optimizing Application Data Delivery Over Third Party Networks	N/A	13/592,035	Published	N/A
Systems and Methods for Optimizing Application Data Delivery Over Third Party Networks	N/A	13/840,493	Published	N/A
Systems and Methods for Optimizing Application Data Delivery Over Third Party Networks	9,043,453	13/841,774	Issued	5/26/2015
Systems and Methods for Optimizing Application Data Delivery Over Third Party Networks	9,106,511	13/841,837	Issued	8/11/2015
Systems and Methods for Optimizing Application Data Delivery Over Third Party Networks	9,699,069	13/841,929	Issued	7/4/2017
Network Address Family Translation Method and System	N/A	15/401,423	N/A	N/A
Network Address Family Translation Method and System	N/A	15/586,758	N/A	N/A
Communication Node, System, and Method for Optimized Dynamic Codec Selection	N/A	15/667,289	N/A	N/A

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