

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polycom, Inc.		09/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC, as Collateral Agent		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87165749	VOXBOX	
Serial Number:	87207436	PANO	
Serial Number:	87356936	TRIO	
Serial Number:	87356938	CENTRO	
Serial Number:	87519414	REALCONNECT	
Serial Number:	87530350	REALACCESS	
Serial Number:	87632330	POLYCOM TRIO	
Serial Number:	87687892		
Serial Number:	87687920		
CORRESPONDENCE DATA			
Fax Number:	7137220122		
<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:	7137220120		
Email:	trademarks@fleckman.com		
Correspondent Name:	John C. Cain, Fleckman & McGlynn, PLLC		
Address Line 1:	8945 Long Point Road, Ste. 120		
Address Line 4:	Houston, TEXAS 77055		
ATTORNEY DOCKET NUMBER:	6199-299		

OP \$240.00 87165749

NAME OF SUBMITTER:	John C. Cain
SIGNATURE:	/John C. Cain/
DATE SIGNED:	03/26/2018
Total Attachments: 5 source=Second Lien TM Assignment#page1.tif source=Second Lien TM Assignment#page2.tif source=Second Lien TM Assignment#page3.tif source=Second Lien TM Assignment#page4.tif source=Second Lien TM Assignment#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of September 27, 2016, is made by Polycom, Inc., a Delaware corporation (the "Grantor"), in favor of Macquarie Capital Funding LLC, as Collateral Agent (the "Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement described below).

WITNESSETH

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of September 27, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Triangle Private Holdings II, LLC, a Delaware limited liability company ("Holdings"), prior to the consummation of the Closing Date Acquisition, Triangle Private Merger Sub Inc., a Delaware corporation, as Initial Borrower, and, after the consummation of the Closing Date Acquisition, Grantor, as Borrower, the several banks and other financial institutions or Persons from time to time party thereto as lenders (collectively, the "Lenders"), Macquarie Capital Funding LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") and as collateral agent, Macquarie Capital (USA) Inc., as bookrunner and as lead arranger, and the other parties from time to time party thereto. Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the Second Lien Credit Agreement;

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor has executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of September 27, 2016, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower (and in the case of the Specified Hedge Agreements and Cash Management Documents, the Group Members) pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or, if not defined therein, in the Second Lien Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and Lien on all of the right, title and interest of such Grantor in all of the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as

collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

SECTION 5. Recordation. The Grantor authorizes the Agent to file this Agreement with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any United States state or other country) for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor, and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile (or other electronic) transmission (including, without limitation, by electronic mail as a ".pdf" or ".tif" attachment) shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

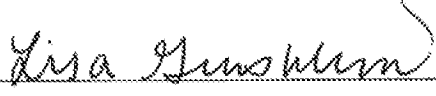
POLYCOM, INC., a Delaware corporation

By: 
Name: Laura J. Dunn
Title: Chief Financial Officer

(Signature Page to Second Lien Trademark Security Agreement)

MACQUARIE CAPITAL FUNDING LLC,
as the Agent

By: 
Name: Ayesha Farooqi
Title: Authorized Signatory

By: 
Name: Lisa Grushkin
Title: Authorized Signatory

SCHEDULE A

Trademark Registrations and Applications

	Trademark	Application No. and Date	Status	Reg. No.	Reg. Date	Owner
1.	VOXBOX	87/165,749 9-SEP-2016	Pending			Polycom, Inc.
2.	PANO	87/207,436 10-OCT-2016	Registered	5,282,737	05-SEP-2017	Polycom, Inc.
3.	TRIO	87/356,936 02-MAR-2017	Pending			Polycom, Inc.
4.	CENTRO	87/356,938 02-MAR-2017	Pending			Polycom, Inc.
5.	REALCONNECT	87/519,414 07-JUL-2017	Registered	5,386,563	23-JAN-2018	Polycom, Inc.
6.	REALACCESS	87/530,350 17-JUL-2017	Registered	5,391,914	30-JAN-2018	Polycom, Inc.
7.	POLYCOM TRIO	87/632,330 03-OCT-2017	Pending			Polycom, Inc.
8.	TRIO Trade Dress (w/o buttons claimed)	87/687,892 16-NOV-2017	Pending			Polycom, Inc.
9.	TRIO Trade Dress (w/ buttons claimed)	87/687,920 16-NOV-2017	Pending			Polycom, Inc.