

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473041

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FUSION CONNECT, INC.		05/04/2018	Corporation: DELAWARE
BIRCH COMMUNICATIONS, LLC		05/04/2018	Limited Liability Company: GEORGIA
FUSION LLC		05/04/2018	Limited Liability Company: NEW JERSEY
BIRCH TELECOM, LLC		05/04/2018	Limited Liability Company: DELAWARE
CBEYOND COMMUNICATIONS, LLC		05/04/2018	Limited Liability Company: DELAWARE
PRIMUS HOLDINGS, INC.		05/04/2018	Corporation: GEORGIA
BIRCAN HOLDINGS, LLC		05/04/2018	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	4775318	CLEAR CONNECTIONS IN THE CLOUD
Registration Number:	2880663	PINGTONE COMMUNICATIONS
Registration Number:	4054446	APPTIX
Registration Number:	4780287	CLOUD ALLIANCE NETWORK POWERED BY A APPT
Registration Number:	4780288	CLOUD ALLIANCE NETWORK POWERED BY A APPT
Registration Number:	4861836	CLOUD ALLIANCE NETWORK POWERED BY A APPT
Registration Number:	2840397	MAILSTREET
Registration Number:	4054447	MAILSTREET

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2048650	TELEGROUP
Registration Number:	4745290	ECONSOLE
Registration Number:	4826853	B BIRCH
Registration Number:	2467503	BIRCH
Registration Number:	4261286	BIRCH BRANCH OUT
Registration Number:	3549607	BIRCH COMMUNICATIONS
Registration Number:	4397170	BIRCH POWERMERCHANT
Registration Number:	2186707	BIRCH TELECOM
Registration Number:	2325801	BIRCH TELECOM
Registration Number:	2962432	BIRCHLINK
Registration Number:	4261289	BRANCH OUT
Registration Number:	4261291	BRANCH OUT
Registration Number:	2908160	HOME CONNECTION
Registration Number:	2503776	MIGHTY MOUTH
Registration Number:	2616143	SERVICE. SAVINGS. SIMPLICITY.
Registration Number:	2691468	SP@CE HOST
Registration Number:	3047178	SPRAWLER
Registration Number:	2558118	YOUR BUSINESS' BEST FRIEND
Registration Number:	2805009	BEYONDOFFICE
Registration Number:	2793909	BEYONDVOICE
Registration Number:	2794512	BEYONDVOICE
Registration Number:	2763714	BEYONDVOICE I
Registration Number:	2761638	BEYONDVOICE I
Registration Number:	2763713	BEYONDVOICE II
Registration Number:	2816962	BEYONDVOICE II
Registration Number:	2597070	
Registration Number:	4528389	CONNECT SECURELY TO OUR CLOUD CBeyond TH
Registration Number:	3600474	NETPBX
Registration Number:	3600503	NETSIP
Registration Number:	2671389	THE LAST COMMUNICATIONS COMPANY A SMALL
Registration Number:	4382713	TOTALCLOUD
Registration Number:	4385711	TOTALNETWORK
Registration Number:	4441587	TOTALVOICE
Registration Number:	4355485	YOUR TECHNOLOGY ALLY
Registration Number:	2679710	PRIMUS
Registration Number:	2694591	PRIMUS
Registration Number:	2194625	PRIMUS
Registration Number:	4226291	PTGI

Property Type	Number	Word Mark
Registration Number:	4195302	PTGI

CORRESPONDENCE DATA

Fax Number: 8004947512

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: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F176869 TM IPSA 2L
NAME OF SUBMITTER:	ESTEFANIA LAUREANO
SIGNATURE:	/ESTEFANIA LAUREANO/
DATE SIGNED:	05/08/2018

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 4, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made among **THE ENTITIES IDENTIFIED AS GRANTORS ON THE SIGNATURE PAGES HERETO** (collectively, the “**Grantors**”) and **WILMINGTON TRUST, NATIONAL ASSOCIATION** (“**Wilmington Trust**”), as Collateral Agent for the Secured Parties.

WHEREAS, the Grantors are party to the Second Lien Pledge and Security Agreement, dated as of May 4, 2018 (the “**Pledge and Security Agreement**”), among Fusion Connect, Inc., a Delaware corporation, the other Grantors party thereto from time to time and Wilmington Trust, as Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Grant of Security. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A under the heading “Trademark Registrations and Applications”, (b) all rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, (c) all reissues, continuations, extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

Notwithstanding anything herein to the contrary, (a) in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to any “intent to use” application

for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law and (b) if, for so long and to the extent as any such asset constitutes Excluded Property, the security interest granted under this Section 2 shall not attach to, and the Trademark Collateral shall not include, such asset, provided, however, that the security interest granted under this Section 2 shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


FUSION CONNECT, INC. (f/k/a FUSION TELECOMMUNICATIONS INTERNATIONAL, INC.)

by


Name: James P. Prenetta, Jr.
Title: Executive Vice President and General Counsel


BIRCH COMMUNICATIONS, LLC

by


Name: James P. Prenetta, Jr.
Title: Executive Vice President and General Counsel

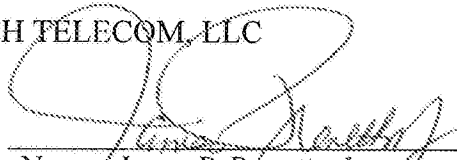
FUSION LLC

by


Name: James P. Prenetta, Jr.
Title: Executive Vice President and General Counsel

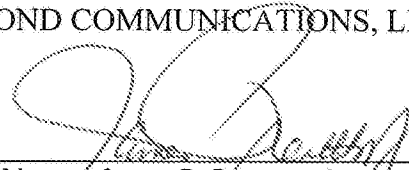
BIRCH TELECOM, LLC

by


Name: James P. Prenetta, Jr.
Title: Executive Vice President and General Counsel

CBYOND COMMUNICATIONS, LLC

by



Name: James P. Prenetta, Jr.
Title: Executive Vice President and General Counsel

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
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PRIMUS HOLDINGS, INC.


by



Name: James P. Prenetta, Jr.
Title: Executive Vice President and General
Counsel

BIRCAN HOLDINGS, LLC

by



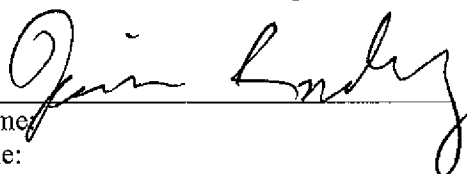
Name: James P. Prenetta, Jr.
Title: Executive Vice President and General
Counsel

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006327 FRAME: 0676

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent,

by 
Name: _____
Title:

Jamie Roseberg
Banking Officer

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations (USA)

Registered Owner	Trademark	Registration No.	Registration Date	Next Renewal Date
Fusion Telecommunications International, Inc.	“Clear Connections in the Cloud”	4,775,318	July 21, 2015	July 21, 2021
PingTone Communications, Inc.	“PingTone Communications”	2,880,663	September 7, 2004	September 7, 2024
Apptix, Inc.	“Apptix”	4,054,446	November 15, 2011	November 15, 2021
Apptix, Inc.	“Cloud Alliance Network & Design”	4,780,287	July 28, 2015	July 28, 2025
Apptix, Inc.	“Cloud Alliance Network & Design”	4,780,288	July 28, 2015	July 28, 2025
Apptix, Inc.	“Cloud Alliance Network & Design”	4,861,836	September 15, 2015	December 1, 2025
Apptix, Inc.	“Mailstreet”	2,840,397	May 11, 2004	May 11, 2024
Apptix, Inc.	“Mailstreet”	4,054,447	November 15, 2011	November 15, 2021
Bircan Management ULC	“Telegroup”	2048650	April 1, 1997	Not renewed--Will be cancelled
Birch Communications, LLC	“Econsole”	86/081,954 4745290	May 26, 2015	May 26, 2025
Birch Telecom LLC	“B Birch and design”	4826853	October 6, 2015	October 6, 2025
Birch Telecom LLC	“Birch”	2467503	July 10, 2001	July 10, 2021
Birch Telecom LLC	“Birch Branch Out”	4261286	December 18, 2012	December 18, 2022
Birch Telecom LLC	“Birch Communications and design”	3549607	December 23, 2008	December 23, 2018
Birch Telecom LLC	“Birch leaf logo”	N/A	Not registered	N/A
Birch Telecom LLC	“Birch Power Merchant”	4397170	September 3, 2013	September 3, 2023
Birch Telecom LLC	“Birch Telecom”	2186707	September 1, 1998	September 1, 2018

Birch Telecom LLC	“Birch Telecom and design”	2325801	March 7, 2000	March 7, 2020
Birch Telecom LLC	“Birchlink”	2962432	June 14, 2005	June 14, 2025
Birch Telecom LLC	“Branch Out”	4261289	December 18, 2012	December 18, 2022
Birch Telecom LLC	“Branch Out”	4261291	December 18, 2012	December 18, 2022
Birch Telecom LLC	“Home Connection”	2908160	December 7, 2004	December 7, 2024
Birch Telecom LLC	“Mighty Mouth”	2503776	November 6, 2001	November 6, 2021
Birch Telecom LLC	“Service. Savings. Simplicity”	2616143	September 10, 2002	September 10, 2022
Birch Telecom LLC	“Sp@ce Host”	2691468	February 25, 2003	February 25, 2023
Birch Telecom LLC	“Sprawler”	3047178	January 24, 2006	January 24, 2026
Birch Telecom LLC	“Your Business Best Friend”	2558118	April 9, 2002	April 9, 2022
Cbeyond Communications, LLC	“Beyondoffice”	2805009	February 27, 2003	January 13, 2024
Cbeyond Communications, LLC	“Beyondvoice”	2805009	January 13, 2004	January 13, 2024
Cbeyond Communications, LLC	“Beyondvoice”	2793909	December 16, 2003	December 16, 2023
Cbeyond Communications, LLC	“Beyondvoice”	2794512	December 16, 2003	December 16, 2023
Cbeyond Communications, LLC	“Beyondvoice I”	2763714	September 16, 2003	September 16, 2023
Cbeyond Communications, LLC	“Beyondvoice I”	2761638	September 9, 2003	September 9, 2023
Cbeyond Communications, LLC	“Beyondvoice II”	2763713	September 16, 2003	September 16, 2023
Cbeyond Communications, LLC	“Beyondvoice II”	2816962	February 24, 2004	February 24, 2024
Cbeyond Communications, LLC	“C and eye design”	2597070	July 23, 2002	July 23, 2022
Cbeyond Communications, LLC	“Connect Securely to Our Cloud Cbeyond This Building is Certified Cloud Ready at the Speed of Light	4528389	May 13, 2014	May 13, 2024

Cbeyond Communications, LLC	"Netpbx"	3600474	March 31, 2009	March 31, 2019
Cbeyond Communications, LLC	"Netsip"	3600503	March 31, 2009	March 31, 2019
Cbeyond Communications, LLC	"The Last Communications Company a Small Business Will Ever Need"	2671389	January 7, 2003	January 7, 2023
Cbeyond Communications, LLC	"Totalcloud"	4382713	August 13, 2013	August 13, 2023
Cbeyond Communications, LLC	"Totalnetwork"	4385711	August 13, 2013	August 13, 2023
Cbeyond Communications, LLC	"TotalVoice"	4441587	November 26, 2013	November 26, 2023
Cbeyond Communications, LLC	"Your Technology Ally"	4355485	June 18, 2013	June 18, 2023
Primus Holdings, Inc.	"Primus"	2679710	January 28, 2003	January 28, 2023
Primus Holdings, Inc.	"Primus"	2694591	March 11, 2003	March 11, 2023
Primus Holdings, Inc.	"Primus"	2194625	October 13, 1998	October 13, 2018
Primus Holdings, Inc.	"PTGI"	4226291	October 16, 2012	October 16, 2022
Primus Holdings, Inc.	"PTGI"	4195302	August 21, 2012	August 21, 2022
Bircan Holdings, LLC	"Telegroup"	2048650	April 1, 1997	April 1, 2027

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