

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peerless Network, Inc.		05/30/2018	Corporation: DELAWARE
Wavenation, LLC		05/30/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 South Riverside Plaza, Suite 2730		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3399296	PEERLESS NETWORK	
Registration Number:	5351829	PEERLESS NETWORK	
Registration Number:	5124562	SIMPLIFYING HOW NETWORKS, DEVICES AND PE	
Registration Number:	5301882	WAVENATION	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com, Darren.Frank@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola/		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	05/31/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this “Security Agreement”) is entered into as of May 30, 2018, by PEERLESS NETWORK, INC., a Delaware corporation and WAVENATION, LLC, a Colorado limited liability company (together, the “Grantors”), to and in favor of FIFTH THIRD BANK, an Ohio corporation (“Secured Party”), pursuant to the terms of that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the “Credit Agreement”) among the Secured Party, as lender and the Grantors, as borrower, dated of even date herewith.

Pursuant to the Credit Agreement, Grantors have granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Credit Agreement, Grantors hereby grant to Secured Party a continuing security interest in and a right of setoff against, all of Grantors’ right, title and interest in the Trademarks and the Patents (including, without limitation, those items listed on Schedule A hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantors for the purpose of recording with the United States Patent and Trademark Office (“USPTO”) the grant of a security interest in the Trademarks and the Patents pursuant to the Credit Agreement. The Credit Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Credit Agreement, the Credit Agreement shall prevail.

Section 4. Acknowledgment. Grantors hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this Security Agreement with the USPTO shall: (i) complete accurately, and include as part of such filing, the USPTO’s “*Recordation Form Cover Sheet*” for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; and (ii) provide the other party hereto with copies of such filings.


Section 6. Counterparts. This Security 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.

[Signature pages follow]

IN TESTIMONY WHEREOF, Grantors and the Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

GRANTORS:

PEERLESS NETWORK, INC.

By: 
Name: Doug Lee
Title: CFO

WAVENATION, LLC

By: 
Name: Doug Lee
Title: CFO

SECURED PARTY:

FIFTH THIRD BANK

By: 

Name: **Dan Komitor**

Title: **Senior Relationship Manager**

[Signature page 2 of 2 to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006339 FRAME: 0202

SCHEDULE A

Patents:

<u>Loan Party/Owner</u>	<u>Patents</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
Peerless Network, Inc.	Call extender for inter-carrier network switch	9,736,197	August 15, 2017
Peerless Network, Inc.	Auto-dialer detector for inter-carrier network switch	9,729,586	August 8, 2017
Peerless Network, Inc.	Emergency call over a data network	9,706,351	July 11, 2017
Peerless Network, Inc.	Self-healing inter-carrier network switch	9,705,939	July 11, 2017
Peerless Network, Inc.	Native dialer fall-back	9,497,606	November 15, 2016
Peerless Network, Inc.	SBC-localized handoff	9,473,992	October 18, 2016
Peerless Network, Inc.	SBC-localized handoff	9,264,944	February 16, 2016
Peerless Network, Inc.	Systems and methods of mitigating phantom call traffic	9,036,625	May 19, 2015
Peerless Network, Inc.	Private packet network backbone exchange with variable call termination location capability	8,983,507	March 17, 2015
Peerless Network, Inc.	System and method of providing communication service using a private packet network backbone exchange	8,792,478	July 29, 2014
Peerless Network, Inc.	Systems and methods of providing multi-homed tandem access	8,559,614	October 15, 2013
Peerless Network, Inc.	Systems and methods of mitigating phantom call traffic	8,401,166	March 19, 2013
Peerless Network, Inc.	System and method of providing communication service using a private packet network backbone exchange	8,284,765	October 9, 2012
Peerless Network, Inc.	Systems and methods of providing multi-homed tandem access	8,275,112	September 25, 2012
Peerless Network, Inc.	Systems and Methods for Ingress Call Filtering	14/593,738	January 9, 2015

Trademarks:

<u>Loan Party/Owner</u>	<u>Trademarks</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
Peerless Network, Inc.	PEERLESS NETWORK	RN: 3399296	Registered 03/18/2008
Peerless Network, Inc.	PEERLESS NETWORK and Design	RN: 5351829	Registered 12/05/2017
Peerless Network, Inc.	SIMPLIFYING HOW NETWORKS, DEVICES AND PEOPLE CONNECT	RN: 5124562	Registered 01/17/2017
WaveNation, LLC	WAVENATION	RN: 5301882	Registered 10/03/2017