

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MegaPath Group, Inc.		06/15/2018	Corporation: DELAWARE
MegaPath Cloud Company, LLC		06/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4034865	MEGAPATH	
Registration Number:	2269936	DSL.NET	
Registration Number:	3323238	EASYVOICE	
Registration Number:	2786907	SPEAKEASY	
Registration Number:	4285374	SECURE TO THE CORE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
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:	F177587 2L TM		
NAME OF SUBMITTER:	Estefania Laureano Mena		
SIGNATURE:	/Estefania Laureano Mena/		

OP \$140.00 4034865

DATE SIGNED:	06/15/2018
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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 15, 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.

SECTION 2. 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.

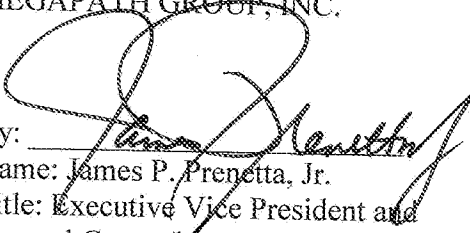
SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and 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.

SECTION 4. 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.

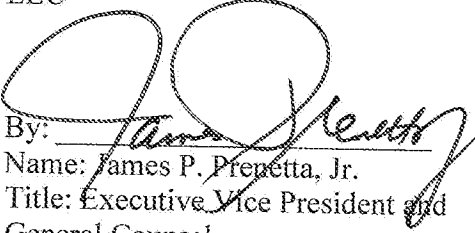
SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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.

MEGAPATH GROUP, INC.

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

MEGAPATH CLOUD COMPANY,
LLC

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


[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006353 FRAME: 0853

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent,

by


Name: _____
Title: Joshua G. James
Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006353 FRAME: 0854

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Registered Owner	Trademark	Registration No.	Registration Date
MegaPath Group, Inc.	MEGAPATH	4034865	10/4/2011
MegaPath Cloud Company, LLC	DSL.NET	2269936	8/10/1999
MegaPath Cloud Company, LLC	EASYVOICE	3323238	10/30/2007
MegaPath Cloud Company, LLC	SPEAKEASY	2786907	11/25/2003
MegaPath Group, Inc.	SECURE TO THE CORE	4285374	2/5/2013

Schedule A-1

[[NYCORP:3847733v4:05/03/2018--06:50 PM]]

RECORDED: 06/15/2018

TRADEMARK
REEL: 006353 FRAME: 0855