

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SONUS NETWORKS, INC.		09/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3038033	EDGEMARC	
Registration Number:	3119408	EDGEPROTECT	
Registration Number:	4230839	EDGEWATER NETWORKS	
Serial Number:	87794091	EDGEVIEW	
Serial Number:	87794079	EDGEWATER	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
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:	F179464 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	09/21/2018		

OP \$140.00 3038033

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of September 21, 2018, is entered into by and among the signatory hereto (the “*Grantor*”) and **SILICON VALLEY BANK**, as Administrative Agent (as defined in the below described Credit Agreement) (the “*Assignee*”), pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of December 21, 2017 (as supplemented by that certain Assumption Agreement, dated as of September 21, 2018 (the “*Assumption Agreement*”), and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, **SONUS NETWORKS, INC.**, a Delaware corporation (the “*Borrower*”), and the other signatories thereto from time to time, and (ii) that certain Credit Agreement, dated as of December 21, 2017 (as amended by that certain First Amendment to Credit Agreement, dated as of June 24, 2018 (the “*First Amendment*”), and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among the Borrower, Holdings (as defined therein), the Assignee and the lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Secured Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing and owned or exclusively licensed by the Grantor or hereafter adopted or acquired by the Grantor, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof. Notwithstanding anything herein to the contrary, no security interest shall be granted in any intent to use application at the United States Patent and Trademark Office with respect to intellectual property to the extent

an assignment for security purposes would be rendered invalid, abandoned, void or impair the validity or enforceability of such intent to use application.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. The Grantor and the Assignee agree that the security interest set forth herein and in the Guarantee and Collateral Agreement is not to be construed as an assignment of any Trademark.

2. Modifications

This Agreement or any provision hereof may not be changed, waived or terminated except in writing signed by the parties hereto. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission shall be equally effective as delivery of an original executed counterpart hereof.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: Robert Clouse

Title: Director

GRANTOR:

EDGEWATER NETWORKS, INC.

By: 

Name: Daryl E. Raiford

Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006468 FRAME: 0570

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Application No. / Filing Date</u>	<u>Registration No. / Registration Date</u>
Edgewater Networks, Inc.	EdgeMarc	United States	78/536385 12/21/2004	3038033 1/3/2006
Edgewater Networks, Inc.	EdgeProtect	United States	78/541493 1/3/2005	3119408 7/25/2006
Edgewater Networks, Inc.	EDGEWATER NETWORKS & Design	United States	85/332489 5/27/2018	4230839 10/23/2012
Edgewater Networks, Inc.	EDGEVIEW	United States	87794091 2/12/2018	N/A
Edgewater Networks, Inc.	EDGEWATER	United States	87794079 2/12/2018	N/A