

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTELEPEER CLOUD COMMUNICATIONS, LLC		05/08/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HF150		
City:	SantaClara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3852607	INTELEPEER APPWORX	
Registration Number:	3835519	INTELEPEER	
Registration Number:	3803578	INTELEPEER	
Registration Number:	3864807	INTELEPEER	
Registration Number:	3796068	INTELEPEER	
Registration Number:	3793567	INTELEPEER	
Registration Number:	4644193	SUPERREGISTRY	
Registration Number:	4758132	CORECLOUD	
Registration Number:	4123218	MEDIA PEERING GRID	
Registration Number:	4441306	FLUENT	
Registration Number:	5108814	MEDIA PEERING GRID	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	7037607360		
Email:	hcheng@mofa.com		
Correspondent Name:	Hsiao-Ting Cheng		
Address Line 1:	1650 Tysons Boulevard, Suite 400		

CH \$290.00 3852607

Address Line 2: Morrison & Foerster LLP
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 27292-499

NAME OF SUBMITTER: Megumi Ishizuka

SIGNATURE: /Megumi Ishizuka/

DATE SIGNED: 05/09/2019

Total Attachments: 12

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of May 8, 2019, by and between **INTELEPEER CLOUD COMMUNICATIONS, LLC**, a Delaware limited liability company (“**Grantor**”) and **SILICON VALLEY BANK** (“**Bank**”). This Agreement amends and restates in its entirety the terms and conditions of that certain Intellectual Property Security Agreement dated as of July 5, 2016, among Grantor, IntelPeer Holdings, Inc., Advantone Inc., Advantone Florida Inc., IntelPeer LLC, and Bank (as amended, the “**Prior Agreement**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, IntelPeer Holdings, Inc., Advantone Inc., Advantone Florida Inc., IntelPeer LLC, and Grantor dated as of July 5, 2016, as amended by that certain Waiver and First Amendment to Loan and Security Agreement, dated as of December 12, 2016, between Borrower and Bank, as amended by that certain Second Amendment to Loan and Security Agreement dated as of the August 14, 2017, between Borrower and Bank, as amended by that certain Waiver and Third Amendment to Loan and Security Agreement, dated as of November 1, 2017, between Borrower and Bank, as amended by that certain Fourth Amendment to Loan and Security Agreement, dated as of December 18, 2017, between Borrower and Bank, as amended by that certain Fifth Amendment to Loan and Security Agreement, dated as of February 13, 2018, between Borrower and Bank, as amended by that certain Sixth Amendment to Loan and Security Agreement, dated as of July 12, 2018, between Borrower and Bank, as amended by that certain Seventh Amendment to Loan and Security Agreement, dated as of August 29, 2018, between Borrower and Bank, as amended by that certain Eighth Amendment to Loan and Security Agreement, dated as of December 4, 2018, between Borrower and Bank, as amended by that certain Joinder and Ninth Amendment to Loan and Security Agreement, dated as of January 14, 2019, and as further amended by that certain Tenth Amendment to Loan and Security Agreement dated as of the date herewith (as the same has been and may be further amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms herein have the respective meanings assigned to them in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and

complete payment when due of Grantor's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which any Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is incorporated herein by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Prior Agreement. Grantor and Bank hereby agree that, effective upon the execution and delivery of this Agreement by each such party, the terms and provisions of the Prior Agreement shall be and hereby are amended, restated and superseded in their entirety by the terms and provisions of this Agreement. Nothing herein contained shall be construed as a substitution or novation of the obligations of Borrower outstanding under the Prior Agreement or instruments securing the same, which obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of any Borrower from any of the obligations or any liabilities under the Prior Agreement. Borrower hereby confirms and agrees that to the extent that the Prior Agreement purports to assign or pledge to the Bank, or to grant to the Bank a security interest in or lien on, any collateral as security for the Obligations, such pledge, assignment or grant of the security interest or lien is hereby ratified and confirmed in all respects and shall remain effective as of the first date it became effective.

8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the date written above.

GRANTOR:

INTELEPEER CLOUD COMMUNICATIONS, LLC

By: Frank M. Fay

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the date written above.

GRANTOR:

INTELEPEER CLOUD COMMUNICATIONS, LLC

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: *[Signature]*

Title: *Director*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
INTELLIGENT CALL ROUTING	8,089,952	1/3/2012
METHOD OF MANAGING A PEERING DATABASE IN A TELECOMMUNICATIONS NETWORK	8,000,464	8/16/2011
METHOD OF MANAGING A PEERING DATABASE IN A TELECOMMUNICATIONS NETWORK	7,995,738	8/9/2011
PAYMENT SYSTEM FOR PAYING PEERING PARTNERS IN A PEERING ARRANGEMENT	8,155,291	4/10/2012
CLOUD-BASED VIRTUAL TANDEM	8,532,275	9/10/2013
MULTI-LAYER STACK PLATFORM FOR CLOUD COMMUNICATIONS	8,171,160	5/1/2012
OPTIMIZED PATH CALL ROUTING WITH DEVICE IDENTIFIER	8,064,354	11/22/2011
ANTI-LOOPING FOR MULTIGATEWAY MULTI-CARRIER NETWORK	8,325,891	12/4/2012
WIRELESS CALL ROUTING IN A COMMUNICATION PEERING GRID	8,411,832	4/2/2013
ROUTING ENGINE WITH FILTERING CAPABILITIES	8,443,104	5/14/2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
INTELEPEER APPWORX	US	3,852,607	9/28/2010
INTELEPEER APPWORX	Canada	877,211	5/6/2014
INTELEPEER APPWORX	EU	009071201	10/12/2010
INTELEPEER APPWORX	Mexico	1175258	8/23/2010
APPWORX	Canada	815,860	1/20/2012
APPWORX	EU	009346586	2/11/2011
APPWORX	Mexico	1207581	3/18/2011
APPWORX	Mexico	1207582	3/18/2011
INTELEPEER	US	3,835,519	8/17/2010
INTELEPEER	US	3,803,578	6/15/2010
INTELEPEER	US	3,864,807	10/19/2010
INTELEPEER	US	3,796,068	6/1/2010
INTELEPEER	US	3,793,567	5/25/2010
SUPERREGISTRY	Canada	TMA819,741	3/13/2012
SUPERREGISTRY	EU	009233941	1/21/2011
VOICE PEERING NETWORK	EU	009233859	1/14/2011
MEDIA PEERING GRID	EU	010145291	12/26/2011
MEDIA PEERING GRID	Mexico	1282510	4/27/2012
CLOUDCENTRAL	EU	010204741	5/17/2012
CLOUDCENTRAL	Mexico	1301146	7/30/2012
INTELEPEER	Canada	880,286	6/17/2014
INTELEPEER	EU	009992397	4/25/2012
INTELEPEER	India	2149352	9/20/2016

INTELEPEER	South Korea	40-933959	9/11/2012
INTELEPEER	Mexico	1243058	10/11/2011
INTELEPEER	Canada	828,466	7/23/2012
INTELEPEER	India	2149348	11/11/2013
INTELEPEER	South Korea	40-234775	6/29/2012
INTELEPEER	Mexico	1243059	10/11/2011
INTELEPEER	Canada	880,312	6/18/2014
INTELEPEER	EU	009983909	4/27/2012
INTELEPEER	Japan	5604886	8/2/2013
INTELEPEER	South Korea	40-241354	10/4/2012
INTELEPEER	Mexico	1293698	6/27/2012
INTELEPEER	Canada	889,379	11/4/2014
INTELEPEER	India	2149350	9/20/2016
INTELEPEER	South Korea	242586	10/18/2012
INTELEPEER	Mexico	1282272	4/27/2012
INTELEPEER	Canada	917,613	10/20/2015
INTELEPEER	India	2149351	9/20/2016
INTELEPEER	South Korea	40-235583	7/11/2012
INTELEPEER	Mexico	1241225	9/30/2011
FLUENT	Canada	950,736	9/28/2016
SUPERREGISTRY	US	4,644,193	11/25/2014
CORECLOUD	US	4,758,132	6/23/2015
MEDIA PEERING GRID	US	4,123,218	4/3/2012
INTELEPEER	Colombia	615498	3/15/2019
INTELEPEER	India	2149349	1/15/2014
FLUENT	US	4,441,306	11/26/2013
FLUENT	Mexico	1380719	7/3/2013

FLUENT	Mexico	1437019	2/25/2014
MEDIA PEERING GRID	US	5,108,814	12/27/2016

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None