

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523057

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SUPER SENIOR TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FUSION CONNECT, INC.		05/09/2019	Corporation: DELAWARE
FUSION LLC		05/09/2019	Limited Liability Company: NEW JERSEY
FUSION CLOUD SERVICES, LLC		05/09/2019	Limited Liability Company: GEORGIA
FUSION COMMUNICATIONS, LLC		05/09/2019	Limited Liability Company: DELAWARE
FUSION TELECOM, LLC		05/09/2019	Limited Liability Company: DELAWARE
FUSION PM HOLDINGS, INC.		05/09/2019	Corporation: GEORGIA
FUSION CLOUD COMPANY LLC		05/09/2019	Limited Liability Company: DELAWARE
FUSION MPH GROUP, INC.		05/09/2019	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent
<b>Street Address:</b>	50 South Sixth Street, Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 55**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5407395	B
<b>Registration Number:</b>	4826853	B BIRCH
<b>Registration Number:</b>	4780287	CLOUD ALLIANCE NETWORK POWERED BY A APPT
<b>Registration Number:</b>	4861836	CLOUD ALLIANCE NETWORK POWERED BY A APPT
<b>Registration Number:</b>	4780288	CLOUD ALLIANCE NETWORK POWERED BY A APPT
<b>Registration Number:</b>	4775318	CLEAR CONNECTIONS IN THE CLOUD
<b>Registration Number:</b>	4745290	ECONSOLE
<b>Registration Number:</b>	4528389	CONNECT SECURELY TO OUR CLOUD CBeyond TH
<b>Registration Number:</b>	4382713	TOTALCLOUD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4385711	TOTALNETWORK
Registration Number:	4441587	TOTALVOICE
Registration Number:	4355485	YOUR TECHNOLOGY ALLY
Registration Number:	4285374	SECURE TO THE CORE
Registration Number:	4261286	BIRCH BRANCH OUT
Registration Number:	4397170	BIRCH POWERMERCHANT
Registration Number:	4261289	BRANCH OUT
Registration Number:	4261291	BRANCH OUT
Registration Number:	4034865	MEGAPATH
Registration Number:	4226291	PTGI
Registration Number:	4195302	PTGI
Registration Number:	4054446	APPTIX
Registration Number:	4054447	MAILSTREET
Registration Number:	3549607	BIRCH COMMUNICATIONS
Registration Number:	3323238	EASYVOICE
Registration Number:	2962432	BIRCHLINK
Registration Number:	2840397	MAILSTREET
Registration Number:	2805009	BEYONDOFFICE
Registration Number:	2763713	BEYONDVOICE II
Registration Number:	2763714	BEYONDVOICE I
Registration Number:	2793909	BEYONDVOICE
Registration Number:	2816962	BEYONDVOICE II
Registration Number:	2761638	BEYONDVOICE I
Registration Number:	2794512	BEYONDVOICE
Registration Number:	2880663	PINGTONE COMMUNICATIONS
Registration Number:	2671389	THE LAST COMMUNICATIONS COMPANY A SMALL
Registration Number:	2679710	PRIMUS
Registration Number:	2694591	PRIMUS
Registration Number:	2691468	SP@CE HOST
Registration Number:	2786907	SPEAKEASY
Registration Number:	2597070	
Registration Number:	2558118	YOUR BUSINESS' BEST FRIEND
Registration Number:	2503776	MIGHTY MOUTH
Registration Number:	2467503	BIRCH
Registration Number:	2325801	BIRCH TELECOM
Registration Number:	2616143	SERVICE. SAVINGS. SIMPLICITY.
Registration Number:	2269936	DSL.NET
Registration Number:	2194625	PRIMUS

Property Type	Number	Word Mark
Registration Number:	3600474	NETPBX
Registration Number:	3600503	NETSIP
Serial Number:	88167816	THE SINGLE SOURCE FOR THE CLOUD
Serial Number:	88167858	YOUR SINGLE SOURCE FOR THE CLOUD
Serial Number:	88165266	FUSIONWORKS
Serial Number:	86542551	PRIMUS
Serial Number:	86281292	FUSION
Serial Number:	86281295	FUSION

**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:** 202-370-4756  
**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

<b>ATTORNEY DOCKET NUMBER:</b>	1080777 TM IPSA
<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	05/10/2019

**Total Attachments: 12**

- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page3.tif
- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page4.tif
- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page5.tif
- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page6.tif
- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page7.tif
- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page8.tif
- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page9.tif
- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page10.tif
- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page11.tif
- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page12.tif
- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page13.tif
- source=#92031888v1 - (Fusion - Trademark Security Agreement)#page14.tif

**SUPER SENIOR TRADEMARK SECURITY AGREEMENT**, dated as of May 9, 2019 (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 Super Senior Pledge and Security Agreement, dated as of May 9, 2019 (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.

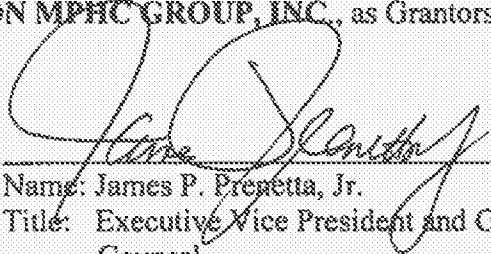
**SECTION 4. GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED 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.

FUSION CONNECT, INC.  
FUSION LLC  
FUSION CLOUD SERVICES, LLC  
FUSION COMMUNICATIONS, LLC  
FUSION TELECOM, LLC  
FUSION PM HOLDINGS, INC.  
FUSION CLOUD COMPANY LLC  
FUSION MPHC GROUP, INC., as Grantors

By:



\_\_\_\_\_  
Name: James P. Presetta, Jr.  
Title: Executive Vice President and General Counsel

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

By

  
Name: Jeffrey Rose  
Title: Vice President

[Signature Page to Super Senior Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006642 FRAME: 0732**

**SCHEDULE A**  
to  
**SUPER SENIOR TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications




Trademarks

Trademark	Application Date	Application Number	Registration Date	Registration Number	Owner Name
THE SINGLE SOURCE FOR THE CLOUD	10/24/2018	88167816			Fusion Connect, Inc.
YOUR SINGLE SOURCE FOR THE CLOUD	10/24/2018	88167858			Fusion Connect, Inc.
FUSIONWORKS	10/23/2018	88165266			Fusion Connect, Inc.
B 	7/31/2017	87550279	2/20/2018	5407395	Fusion Telecom, LLC
 BIRCH	2/24/2015	86544533	10/6/2015	4826853	Fusion Telecom, LLC
	2/23/2015	86542551			Fusion PM Holdings, Inc. (f/k/a Primus Holdings, Inc.)
CLOUD ALLIANCE NETWORK POWERED BY A APPTIX 	6/6/2014	86302412	7/28/2015	4780287	Fusion LLC
CLOUD ALLIANCE NETWORK POWERED BY A APPTIX 	6/6/2014	86302414	12/1/2015	4861836	Fusion LLC

[Signature Page to Super Senior Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006642 FRAME: 0733**







<p>CLOUD ALLIANCE NETWORK POWERED BY A APPTIX</p> 	6/6/2014	86302415	7/28/2015	4780288	Fusion LLC
FUSION	5/14/2014	86281292			Fusion Connect, Inc.
	5/14/2014	86281295			Fusion Connect, Inc.
CLEAR CONNECTIONS IN THE CLOUD	5/14/2014	86281300	7/21/2015	4775318	Fusion Connect, Inc.
ECONSOLE	10/3/2013	86081954	5/26/2015	4745290	Fusion Cloud Services, LLC
<p>CONNECT SECURELY TO OUR CLOUD CBeyond THIS BUILDING IS CERTIFIED CLOUD READY AT THE SPEED O</p> 	7/16/2013	86011195	5/13/2014	4528389	Fusion Communications, LLC
TOTALCLOUD	8/30/2012	85717511	8/13/2013	4382713	Fusion Communications, LLC

TOTALNETWORK	8/30/2012	85717514	8/13/2013	4385711	Fusion Communications, LLC
TOTALVOICE	8/30/2012	85717515	11/26/2013	4441587	Fusion Communications, LLC
YOUR TECHNOLOGY ALLY	7/30/2012	85690125	6/18/2013	4355485	Fusion Communications, LLC
SECURE TO THE CORE	5/7/2012	85618387	2/5/2013	4285374	Fusion MPHC Group, Inc.
BIRCH BRANCH OUT	5/1/2012	85613575	12/18/2012	4261286	Fusion Telecom, LLC
BIRCH POWERMERCHANT	5/1/2012	85613622	9/3/2013	4397170	Fusion Telecom, LLC
BRANCH OUT 	5/1/2012	85613627	12/18/2012	4261289	Fusion Telecom, LLC
BRANCH OUT	5/1/2012	85613637	12/18/2012	4261291	Fusion Telecom, LLC

MEGAPATH	3/1/2011	85255143	10/4/2011	4034865	Fusion MPHC Group, Inc.
	11/10/2010	85173203	10/16/2012	4226291	Fusion PM Holdings, Inc.
PTGI	11/9/2010	85172714	8/21/2012	4195302	Fusion PM Holdings, Inc.
APPTIX	2/11/2010	77933563	11/15/2011	4054446	Fusion LLC
MAILSTREET	2/11/2010	77933568	11/15/2011	4054447	Fusion LLC
	4/30/2008	77461832	12/23/2008	3549607	Fusion Telecom, LLC
EASYVOICE	2/12/2007	77105587	10/30/2007	3323238	Fusion Cloud Company LLC
BIRCHLINK	2/10/2004	78365372	6/14/2005	2962432	Fusion Telecom, LLC

MAILSTREET	6/15/2003	78262599	5/11/2004	2840397	Fusion LLC
BEYONDOFFICE	2/27/2003	78219753	1/13/2004	2805009	Fusion Communications, LLC
BEYONDVOICE II	6/11/2002	76419470	9/16/2003	2763713	Fusion Communications, LLC
BEYONDVOICE I	6/11/2002	76419471	9/16/2003	2763714	Fusion Communications, LLC
BEYONDVOICE	6/11/2002	76419472	12/16/2003	2793909	Fusion Communications, LLC
BEYONDVOICE II	6/11/2002	76975300	2/24/2004	2816962	Fusion Communications, LLC
BEYONDVOICE I	6/11/2002	76975272	9/9/2003	2761638	Fusion Communications, LLC
BEYONDVOICE	6/11/2002	76975273	12/16/2003	2794512	Fusion Communications, LLC

PINGTONE COMMUNICATIONS	1/22/2002	76361677	9/7/2004	2880663	Fusion LLC
THE LAST COMMUNICATIONS COMPANY A SMALL BUSINESS WILL EVER NEED	7/2/2001	76279361	1/7/2003	2671389	Fusion Communications, LLC
	11/7/2000	76160682	1/28/2003	2679710	Fusion PM Holdings, Inc.
	11/7/2000	76160684	3/11/2003	2694591	Fusion PM Holdings, Inc.
SP@CE HOST	10/20/2000	76150634	2/25/2003	2691468	Fusion Telecom, LLC
SPEAKEASY	10/5/2000	76141700	11/25/2003	2786907	Fusion Cloud Company LLC
Design Only 	8/28/2000	76116749	7/23/2002	2597070	Fusion Communications, LLC

YOUR BUSINESS' BEST FRIEND	7/7/2000	76085561	4/9/2002	2558118	Fusion Telecom, LLC
MIGHTY MOUTH	6/6/2000	76064006	11/6/2001	2503776	Fusion Telecom, LLC
BIRCH	3/8/2000	75940719	7/10/2001	2467503	Fusion Telecom, LLC
	11/6/1998	75584269	3/7/2000	2325801	Fusion Telecom, LLC
SERVICE. SAVINGS. SIMPLICITY.	8/12/1998	75535214	9/10/2002	2616143	Fusion Telecom, LLC
DSL.NET	12/6/1996	75209286	8/10/1999	2269936	Fusion Cloud Company LLC
PRIMUS	9/25/1996	75171651	10/13/1998	2194625	Fusion PM Holdings, Inc.
NETPBX	8/22/2007	77261523	3/31/2009	3600474	Fusion Communications, LLC

NETSIP	11/16/2007	77331991	3/31/2009	3600503	Fusion Communications, LLC
--------	------------	----------	-----------	---------	----------------------------------