

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fuze, Inc.		09/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC		
Street Address:	500 W. 5th Street, Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85801369	CONTACTIVE	
Serial Number:	86209702	FUZE	
Serial Number:	86209666	F	
Serial Number:	86209422	FUZE	
Serial Number:	85148815	FUZE IN	
Serial Number:	85125081	IPOINT	
Serial Number:	85107586	FUZE BOX IGNITE	
Serial Number:	77809350	FUZE BOX	
Serial Number:	77404349	FUZE	
Serial Number:	87721347	LET WORK FLOW	
Serial Number:	86378407	PARLAI	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		

CH \$290.00 85801369

TRADEMARK

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	09/23/2019
Total Attachments: 6 source=IPSA-TM#page1.tif source=IPSA-TM#page2.tif source=IPSA-TM#page3.tif source=IPSA-TM#page4.tif source=IPSA-TM#page5.tif source=IPSA-TM#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 20, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of September 20, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and AB Private Credit Investors LLC, as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the Trademark Collateral):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

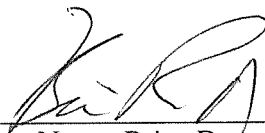
Section 6. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FUZE, INC.
as Grantor

By:



Name: ~~Brian Day~~
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 


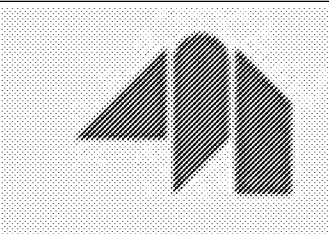
Name: Evan Cohen

Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Source	Image	Owner Name	Application Number	Registration Number	Status
USPTO	CONTACTIVE	FUZE INC.	App 85801369	Reg 4452487	Registered
USPTO		FUZE, INC.	App 86209702	Reg 4875015	Registered
USPTO		FUZE, INC.	App 86209666	Reg 4875014	Registered
USPTO	FUZE	FUZE, INC.	App 86209422	Reg 4867671	Registered
USPTO	FUZE IN	FUZE, INC.	App 85148815	Reg 4040802	Registered
USPTO	IPOINT	FUZE, INC.	App 85125081	Reg 4057395	Registered

Source	Image	Owner Name	Application Number	Registration Number	Status
USPTO	FUZE BOX IGNITE	FUZE, INC.	App 85107586	Reg 4120330	Allowed to Lapse
USPTO	FUZE BOX	FUZE, INC.	App 77809350	Reg 3770969	Registered
USPTO	Fuze	FUZE, INC.	App 77404349	Reg 3624181	Registered
USPTO	LET WORK FLOW	FUZE INC.	App 87721347		Pending
USPTO	PARLAI	PARLAI TECHNOLOGIES	App 86378407	Reg 4902571	Registered

TRADEMARK

REEL: 006752 FRAME: 0244

RECORDED: 09/23/2019