

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546010

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VoIP Innovations, LLC		10/17/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toronto-Dominion Bank, as Agent		
<b>Street Address:</b>	66 Wellington Street West		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5265711	VOCALY	
<b>Registration Number:</b>	5265713	VOCALY	
<b>Registration Number:</b>	5265714	VOCALY	
<b>Registration Number:</b>	4150133		
<b>Registration Number:</b>	4334672	VOIP INNOVATIONS	
<b>Serial Number:</b>	88134848	VOIP INNOVATIONS	
<b>Serial Number:</b>	88134880	VOIP INNOVATIONS	
<b>Serial Number:</b>	88134889	VOIP INNOVATIONS	
<b>Serial Number:</b>	88134950	APIDAZE	
<b>Serial Number:</b>	88134965	APIDAZE	
<b>Serial Number:</b>	88134970	APIDAZE	
<b>Serial Number:</b>	88136006	V	
<b>Serial Number:</b>	88135997	V	
<b>Serial Number:</b>	88136014	V	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295819		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 5265711

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3122883586  
**Email:** CLS-ResultsChicagoUCC@wolterskluwer.com  
**Correspondent Name:** Nancy Helm Brown  
**Address Line 1:** 2929 Allen Pkwy  
**Address Line 2:** Suite 3300  
**Address Line 4:** Houston, TEXAS 77019

<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer
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<b>SIGNATURE:</b>	/Gregory T. Pealer/
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<b>DATE SIGNED:</b>	10/21/2019
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**Total Attachments: 11**

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## TRADEMARK COLLATERAL AGREEMENT

This 17th day of October, 2019, VoIP Innovations, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at Eight Penn Center West Suite 101, Pittsburgh, Pennsylvania 15276, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to The Toronto-Dominion Bank, with its mailing address at 66 Wellington Street West, 9th Floor, Toronto, Ontario M5K 1A2, acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (The Toronto-Dominion Bank acting as such administrative agent and any successor(s) or assign(s) to The Toronto-Dominion Bank acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other debtors party thereto from time to time and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). Except as otherwise defined herein, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral

Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

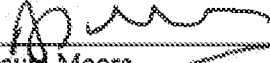
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VOIP INNOVATIONS, LLC

By   
Name: David Moore  
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

THE TORONTO-DOMINION BANK, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[Signature Page to Trademark Collateral Agreement ~ VoIP Innovations, LLC]

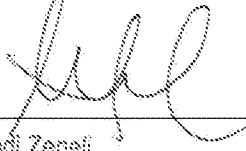
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VOIP INNOVATIONS, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

THE TORONTO-DOMINION BANK, as Agent

By  \_\_\_\_\_  
Name Andi Zoroff  
Title Vice President, Loan Syndications

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT  
REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS

Applicant	Mark description	ICC	Basis	Description	USPTO Serial No.	USPTO Registration No.	Filed	Registered
VoIP Innovations, LLC <i>(formerly known as VoIPStreet, Inc.)</i>	"Vocaly" PWM	9	1A	Software for the provision of internet, telephony, and cloud based services and applications; mobile and internet based software for telephony services and applications	87308419	5,265,711	1/20/2017	8/15/2017
VoIP Innovations, LLC <i>(formerly known as VoIPStreet, Inc.)</i>	"Vocaly" PWM	38	1A	Telecommunications services, namely, providing mobile and web based telephony and data transmission services; features; and applications.	87308428	5,265,713	1/20/2017	8/15/2017
VoIP Innovations, LLC <i>(formerly known as VoIPStreet, Inc.)</i>	"Vocaly" PWM	42	1A	The integration, management, and operation of multiple software applications for telephony services via a single interface; telephony software as a service (SaaS) services; providing web based software for telephony services and applications	87308434	5265714	1/20/2017	8/15/2017
VoIP	"Man in	38	1A	Communication services, namely, transmission of voice, audio,	85440452	4150133	10/6/2011	5/29/2012

Innovations, LLC <i>(formerly known as VoIPStreet, Inc.)</i>	Tie" stylized mark			visual images and data by telecommunications networks, wireless communication networks, the Internet, information services networks and data networks; Data transmission and reception services via telecommunication means; Digital network telecommunications services; Internet telephony services; Providing access to telecommunication networks; Providing electronic telecommunication connections; Providing third party users with access to telecommunication infrastructure; Telecommunication access services; Telecommunications reseller services for businesses, namely, providing long distance telecommunication services; voice telecommunication services; local telephone service; and Internet access services;				
VoIP Innovations, LLC	"VoIP Innovations" stylized mark	38	IA	Communication services, namely, transmission of voice, audio, visual images and data by telecommunications networks, wireless communication networks, the Internet, information services networks and data networks; Data transmission and reception services via telecommunication means; Digital network telecommunications services; Internet telephony services; Providing access to telecommunication networks; Providing electronic telecommunication connections; Providing third party users with access to telecommunication infrastructure; Telecommunication access services; Telecommunications reseller services for businesses, namely, providing long distance telecommunication services; voice telecommunication services; local telephone service; and Internet access services;	85734520	4334672	9/20/2012	5/14/2013
VoIP Innovations, LLC	"VoIP Innovations" PWM	9	IA	Software for the provision of Internet, telephony, and cloud based services and applications; mobile and internet based software for telephony services and applications ; software for communication	88134848		9/27/2019	



<i>(formerly known as VoIPStreet, Inc.)</i>			platform as a service; software for programmable telephony and telecommunications services.					
VoIP Innovations, LLC <i>(formerly known as VoIPStreet, Inc.)</i>	"VoIP Innovations" P/M	38	IA	Communication services, namely, transmission of voice, audio, visual images and data by telecommunications networks; wireless communication networks, the Internet, information services networks and data networks; Data transmission and reception services via telecommunication means; Digital network telecommunications services; Internet telephony services; Providing access to telecommunication networks; Providing electronic telecommunication connections; Providing third party users with access to telecommunication infrastructure; Telecommunication access services; Telecommunications reseller services for businesses, namely, providing long distance telecommunication services, voice telecommunication services, local telephone service, and Internet access services; Telecommunications reseller services, namely, providing long distance telecommunication services; Telephony communication services; Voice over internet protocol (VOIP) services; Telecommunications services, namely, providing mobile and web based telephony and data transmission services, features, and applications; The provision of interconnection of telecommunications services with internet and computer based services and databases, namely, the transmission of data, information, messages, multimedia, and communications via telecommunications and computer networks; the facilitation and execution of telecommunications to internet connections and internet connections to telecommunications, namely, providing telecommunication connections to the internet via mobile devices, web based portals, and computer devices.	88134880		9/27/2019	
VoIP Innovations,	"VoIP Innovations"	42	IA	The integration, management, and operation of multiple software applications for telephony services via a single interface.	88134889		9/27/2019	

LLC <i>(formerly known as VoIPStreet, Inc.)</i>	PWM			telephony software as a service (SaaS) services; providing web based software for telephony services and applications; Computer software development; Planning, design and management of information technology systems.				
VoIP Innovations, LLC <i>(formerly known as VoIPStreet, Inc.)</i>	"APIDAZE" PWM	9	IA	Software for the provision of internet, telephony, and cloud based services and applications; mobile and internet based software for telephony services and applications; software for communication platform as a service; software for programmable telephony and telecommunications services.	88134950		9/27/2019	
VoIP Innovations, LLC <i>(formerly known as VoIPStreet, Inc.)</i>	"APIDAZE" PWM	38	IA	Communication services, namely, transmission of voice, audio, visual images and data by telecommunications networks; wireless communication networks, the Internet, information services networks and data networks; Data transmission and reception services via telecommunication means; Digital network telecommunications services; Internet telephony services; Providing access to telecommunication networks; Providing electronic telecommunication connections; Providing third party users with access to telecommunication infrastructure; Telecommunication access services; Telecommunications reseller services for businesses, namely, providing long distance telecommunication services; voice telecommunication services, local telephone service, and Internet access services; Telecommunications reseller services, namely, providing long distance telecommunication services; Telephony communication services; Voice over internet protocol (VOIP) services; Telecommunications services, namely, providing mobile and web based telephony and data transmission services; features, and applications; The provision of interconnection of telecommunications services with internet and computer based services and databases, namely, the transmission of data.	88134965		9/27/2019	

VoIP Innovations, LLC <i>(formerly known as VoIPStreet, Inc.)</i>	"V" stylized	38	IA	Communication services, namely, transmission of voice, audio, visual images and data by telecommunications networks, wireless communication networks, the Internet, information services networks and data networks; Data transmission and reception services via telecommunication means; Digital network telecommunications services; Internet telephony services; Providing access to telecommunication networks; Providing electronic telecommunication connections; Providing third party users with access to telecommunication infrastructure; Telecommunication access services; Telecommunications reseller services for businesses, namely, providing long distance telecommunication services; voice telecommunication services, local telephone service, and Internet access services;	88135997	9/28/2018
VoIP Innovations, LLC <i>(formerly known as VoIPStreet, Inc.)</i>	"V" stylized mark	9	IA	Software for the provision of internet, telephony, and cloud based services and applications; mobile and internet based software for telephony services and applications ; software for communication platform as a service; software for programmable telephony and telecommunications services.	88136006	9/28/2018
VoIP Innovations, LLC <i>(formerly known as VoIPStreet, Inc.)</i>	"APIDAZE" PWM	42	IA	The integration, management, and operation of multiple software applications for telephony services via a single interface; telephony software as a service (SaaS) services; providing web based software for telephony services and applications; Computer software development; Planning, design and management of information technology systems.	88134970	9/27/2019
				information, messages, multimedia, and communications via telecommunications and computer networks; the facilitation and execution of telecommunications to internet connections and internet connections to telecommunications, namely, providing telecommunication connections to the internet via mobile devices, web based portals, and computer devices.		

			<p>Telecommunications reseller services, namely, providing long distance telecommunication services; Telephony communication services; Voice over internet protocol (VOIP) services; Telecommunications services, namely, providing mobile and web based telephony and data transmission services, features, and applications; The provision of interconnection of telecommunications services with internet and computer based services and databases, namely, the transmission of data, information, messages, multimedia, and communications via telecommunications and computer networks; the facilitation and execution of telecommunications to internet connections and internet connections to telecommunications, namely, providing telecommunication connections to the internet via mobile devices, web based portals, and computer devices.</p>			9/28/2018	
<p>VoIP Innovations, LLC <i>(formerly known as VoIPStreet, Inc.)</i></p>	<p>"V" stylized mark</p>	<p>42 IA</p>	<p>The integration, management, and operation of multiple software applications for telephony services via a single interface; telephony software as a service (SaaS) services; providing web based software for telephony services and applications; Computer software development; Planning, design and management of information technology systems.</p>	<p>88136014</p>			

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