

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digium, Inc.		10/17/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank, as Agent		
Street Address:	66 Wellington Street West		
Internal Address:	9th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4960929		
Registration Number:	4882378	RESPOKE	
Registration Number:	4108539	SWITCHVOX	
Registration Number:	4008689		
Registration Number:	4185567	DIGIUM	
Registration Number:	3091712	SWITCHVOX	
Registration Number:	3752348	ASTERISK	
Registration Number:	3013408	ASTERISK	
Registration Number:	3663177	DAHDI	
Registration Number:	3567249	ASTERISK	
Registration Number:	3470373	SWITCHVOX	
Registration Number:	3419081	ASTERISK NOW	
Registration Number:	3605093	ASTRICON	
Registration Number:	2988591	DIGIUM	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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>			

OP \$365.00 4960929

TRADEMARK

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

NAME OF SUBMITTER: Gregory T. Pealer

SIGNATURE: /Gregory T. Pealer/

DATE SIGNED: 10/21/2019

Total Attachments: 9

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TRADEMARK COLLATERAL AGREEMENT

This 17th day of October, 2019, Digium, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 455 Jan Davis Dr NW, Huntsville, Alabama 35806, 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.

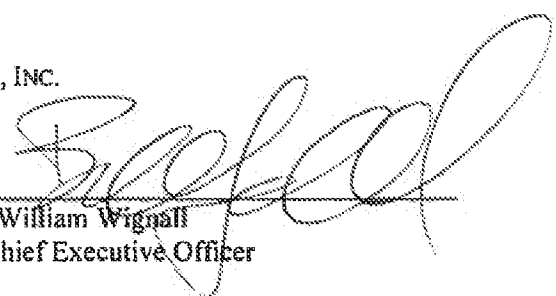
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, 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.

DIGIUM, INC.

By 
Name: William Wignall
Title: Chief Executive 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 ~ Digium, Inc.]

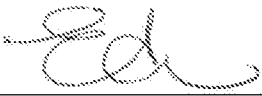
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DIGIUM, INC.

By _____
Name _____
Title _____


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


THE TORONTO-DOMINION BANK, as Agent


By  _____
Name Emilia Casario
Title Vice President, Loan Syndications-Agency

By _____
Name _____
Title _____

SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS

Digium, Inc.	United States		<p>(1) software for use by software and web developers for providing general telephony capabilities on third party websites for inbound and/or outbound calling over public switched networks, voice application services, enhanced media services, call routing, text messaging, and integration with SIP devices</p> <p>(1) providing application service provider services to software and web developers featuring application programming interface (API) software comprising a platform and infrastructure for enabling real-time communications for web and mobile sites and applications, with capabilities for managing signaling, message passing, presence indication, communications publishing and subscription, media relay, and enhanced media services; providing to software and web developers use of downloadable software and applications to assist in the creation of mobile applications and providing temporary use of on-line non-downloadable software and applications comprising a library of preconfigured and customizable software components for use by third party software to provide real-time voice, video, messaging, and data communications</p>	86/370,840	4,960,929
Digium, Inc.	United States	RESPOKE	<p>(1) Software for use by software and web developers for providing general telephony capabilities on third party websites for inbound and/or outbound calling over public switched networks, voice application services, enhanced media services, call routing, text messaging, and integration with SIP devices.</p>	86/297,256	4,882,378

			(1) Providing platform as a service (PaaS) services to software and web developers featuring application programming interface (API) software comprising a platform and infrastructure for enabling real-time communications for web and mobile sites and applications, with capabilities for managing signaling, message passing, presence indication, communications publishing and subscription, media relay, and enhanced media services; providing temporary use of on-line non-downloadable software and applications comprising a library of preconfigured and customizable software components for use by third party software to provide real-time voice, video, messaging, and data communications; providing temporary use of on-line non-downloadable software and applications for assisting in the creation of mobile applications, namely, those applications that have a need or requirement to add real-time voice, video, messaging, data transfer, and similar communications capabilities and features		
Digium, Inc.	United States	SWITCHVOX	(1) Computer telephony software; computer telephony hardware; unified communications hardware; unified communications software; telephones; software for use with telephone communications; data communications hardware for transmitting human communications; data communications hardware for transmitting human communications.	85/376,968	4,108,539
			(1) Technical support services, namely, troubleshooting in the nature of diagnosing computer hardware and software problems.		
Digium, Inc.	United States		(1) Computer telephony software; computer telephony hardware	85/147,643	4,008,689
			(1) Technical support services, namely, troubleshooting in the nature of diagnosing computer hardware and software problems.		

Digium, Inc.	United States	DIGIUM	(1) Computer telephony software; computer telephony hardware; unified communications hardware; unified communications software; telephones; software for use with telephone communications; data communications software for transmitting human communications; data communications hardware for transmitting human communications; electronics for use in voice-over-internet-protocol (VoIP) communications	85/470,468	4,185,567
			(1) Providing online chat rooms, electronic bulletin boards, and informational forums and websites for transmission of messages and information concerning voice-over-internet-protocol (VoIP) communications, and unified communications. (2) Technical support services, namely, training concerning operating, configuring and diagnosing computer hardware and software problems in connection with VoIP and communications hardware and software. (3) Technical support services, namely, troubleshooting in the nature of diagnosing computer hardware and software problems; technical support services, namely, troubleshooting in the nature of diagnosing problems with voice-over-internet-protocol (VoIP) communications; VoIP equipment, VoIP software, and unified communications. Providing information and websites featuring information concerning voice-over-internet protocol (VoIP) equipment and voice-over-internet protocol (VoIP) software		
Digium, Inc.	United States	switchvox	(1) computer telephony software that enables telephone activities to be performed through a computer.	78/520,444	3,091,712
Digium, Inc.	United States		(1) Open source computer software to create a public branch exchange telephone network that may be downloaded from a global computer network.	78/479,744	3,752,348
Digium, Inc.	United States	ASTERISK	(1) Open source computer software to create a public branch exchange telephone network that may be downloaded from a global computer network.	78/490,163	3,013,408
Digium, Inc.	United States	DAHDI	(1) computer driver software.	77/634,903	3,663,177

Digium, Inc.	United States	ASTERISK	(1) computer telephony software; computer telephony hardware.	77/500,656	3,567,249
			(1) computer hardware and software development; technical support services, namely, troubleshooting of computer hardware and software problems.		
Digium, Inc.	United States	SWITCHVOX	(1) Computer telephony software.	77/175,956	3,470,373
Digium, Inc.	United States	AsteriskNOW	(1) Computer telephony software.	77/030,336	3,419,081
Digium, Inc.	United States	ASTRICON	(1) arranging and conducting trade shows in the field of telephony.	77/400,820	3,605,093
Digium, Inc.	United States	DIGIUM	(1) Computer hardware.	76/573,273	2,988,591