

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Partners for Growth IV, L.P.		11/21/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Intelepeer Cloud Communications, LLC		
Street Address:	155 Bovet Rd		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4123218	MEDIA PEERING GRID	
Registration Number:	4758132	CORECLOUD	
Registration Number:	4441306	FLUENT	
Registration Number:	3896826	APPWORX	
Registration Number:	3803578	INTELEPEER	
Registration Number:	3864807	INTELEPEER	
Registration Number:	3796068	INTELEPEER	
Registration Number:	3793567	INTELEPEER	
Registration Number:	3835519	INTELEPEER	
Registration Number:	3852607	INTELEPEER APPWORX	
Registration Number:	4644193	SUPERREGISTRY	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		

CH \$290.00 4123218

Address Line 2: 1650 MARKET ST. SUITE 5000
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER: Paul A. Taufer

SIGNATURE: /paulataufer/

DATE SIGNED: 11/21/2019

Total Attachments: 4

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Termination and Release of Trademark Security Interest

This **Termination and Release of Trademark Security Interest** (the "Trademark Release"), dated as of November 21, 2019 (the "Effective Date"), is made by INTELEPEER CLOUD COMMUNICATIONS, LLC, a Delaware limited liability company (the "Grantor") and PARTNERS FOR GROWTH IV, L.P., a Delaware limited partnership (the "Secured Party"). Secured Party and Grantor are sometimes referred herein as each a "Party" and, collectively, the "Parties."

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement, dated as of March 28, 2016, and other loan documents by and between Grantor and Secured Party (collectively, the "Security Agreement"), that certain Intellectual Property Security Agreement, dated as of March 28, 2016, by and between Grantor and Secured Party (the "IP Security Agreement"), and that certain Trademark Collateral Agreement and Notice, dated as of March 28, 2016, by and between Grantor and Secured Party (the "Trademark Collateral Agreement"), Grantor granted to Secured Party a security interest in and lien upon certain Marks (as defined in the Trademark Collateral Agreement), including those trademarks and trademark applications set forth on Schedule A hereto and all goodwill associated therewith, collectively the "Released Collateral."

WHEREAS, the Trademark Collateral Agreement was recorded with the United States Patent and Trademark Office on April 14, 2016 at trademark assignment Reel 5773, Frame 0492.

WHEREAS, the Secured Party wishes to terminate and release its lien and security interest in the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby represents, warrants, covenants and agrees, for the benefit of Grantor, as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement, IP Security Agreement or Trademark Collateral Agreement and used herein, have the meaning given to them in the Security Agreement, IP Security Agreement or Trademark Collateral Agreement, as applicable.
2. Release of Security Interest. The Secured Party hereby terminates, releases, and discharges its lien and security interest in all of Grantor's present and future right, title and interest in and to the Released Collateral, including all goodwill associated therewith.
3. Further Assurances. Secured Party hereby authorizes Grantor to (i) record this Trademark Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Secured Party in the Released Collateral, and/or (iii) otherwise record or file this Trademark Release in the applicable foreign or domestic governmental office or agency. Secured Party hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Released Collateral contemplated hereby.

4. Counterparts. This Trademark Release may be executed in any number of counterparts and by the different Parties hereto 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. Delivery of an executed counterpart of a signature page to this Trademark Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Trademark Release.

5. Successors and Assigns. This Trademark Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

6. Severability. Each provision of this Trademark Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Release is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Release shall remain in full force and effect.

7. Governing Law. This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Trademark Release to be duly executed by their authorized representatives as of the Effective Date.

GRANTOR:

**INTELEPEER CLOUD COMMUNICATIONS,
LLC**

By: 

Name: Andre Simone

Title: CEO

SECURED PARTY:

PARTNERS FOR GROWTH IV, L.P.

By: 

Name: Geoffrey Allan

Title: Manager, Partners for Growth IV, LLC
its General Partner

SCHEDULE A

Country	Application Number	Serial Number - Registration Number	Date	Mark	Owner
US	85/238,656	4,123,218	4/3/2012	MEDIA PEERING GRID	IntelePeer Cloud Communications LLC
US	85/307,448	4,758,132	6/23/2015	CORECLOUD	IntelePeer Cloud Communications LLC
US	85/754,171	4,441,306	11/26/2013	FLUENT	IntelePeer Cloud Communications LLC
US	85/307,448	4,758,132	6/23/2015	CORECLOUD	IntelePeer Cloud Communications LLC
US	85/023,145	3,896,826	12/28/2010	APPWORX	IntelePeer Cloud Communications LLC
US	85/754,171	4,441,306	11/26/2013	FLUENT	IntelePeer Cloud Communications LLC
US	77/260,067	3,803,578	6/15/2010	INTELEPEER	IntelePeer Cloud Communications LLC
US	77/260,059	3,864,807	10/19/2010	INTELEPEER	IntelePeer Cloud Communications LLC
US	77/260,040	3,796,068	6/1/2010	INTELEPEER	IntelePeer Cloud Communications LLC
US	77/259,994	3,793,567	5/25/2010	INTELEPEER	IntelePeer Cloud Communications LLC
US	77/260,074	3,835,519	8/17/2010	INTELEPEER	IntelePeer Cloud Communications LLC
US	77/867,538	3,852,607	9/28/2010	INTELEPEER APPWORX	IntelePeer Cloud Communications LLC
US	86/219,026	4,644,193	11/25/2014	SUPERREGISTRY	IntelePeer Cloud Communications LLC

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