# CH \$465.00 425258

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM551541

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/02/2019	Corporation: CALIFORNIA

# **RECEIVING PARTY DATA**

Name:	Intelepeer Holdings, Inc.		
Street Address:	155 Bovet Rd		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
Entity Type:	Corporation: DELAWARE		
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		
Name:	Advantone Florida Inc.		
Street Address:	155 Bovet Rd.		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
Entity Type:	Corporation: DELAWARE		
Name:	Advantone, Inc.		
Street Address:	155 Bovet Rd.		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94402		
Entity Type:	Corporation: DELAWARE		

# **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark	
Registration Number:	4252585	ADVANTONE	

REEL: 006806 FRAME: 0844

Property Type	Number	Word Mark
Registration Number:	3896826	APPWORX
Registration Number:	4287641	ATMOSPHERE
Registration Number:	4758132	CORECLOUD
Registration Number:	4441306	FLUENT
Registration Number:	3835519	INTELEPEER
Registration Number:	3803578	INTELEPEER
Registration Number:	3864807	INTELEPEER
Registration Number:	3796068	INTELEPEER
Registration Number:	3793567	INTELEPEER
Registration Number:	3852607	INTELEPEER APPWORX
Registration Number:	4123218	MEDIA PEERING GRID
Registration Number:	4644193	SUPERREGISTRY
Registration Number:	5108814	MEDIA PEERING GRID
Registration Number:	5413667	ATMOSPHERE
Registration Number:	5413668	ATMOSPHERE
Registration Number:	5503728	ATMOSPHERE
Registration Number:	5503729	ATMOSPHERE

### CORRESPONDENCE DATA

**Fax Number:** 2156562498

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:** 215-656-3381

**Email:** pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 5000

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER: Paul A. Taufer	
SIGNATURE:	/paulataufer/
DATE SIGNED:	12/02/2019

### **Total Attachments: 11**

source=TM Security Interest Release between Intelepeer Holdings et al and Silicon Valley Bank#page1.tif source=TM Security Interest Release between Intelepeer Holdings et al and Silicon Valley Bank#page2.tif source=TM Security Interest Release between Intelepeer Holdings et al and Silicon Valley Bank#page3.tif source=TM Security Interest Release between Intelepeer Holdings et al and Silicon Valley Bank#page4.tif source=TM Security Interest Release between Intelepeer Holdings et al and Silicon Valley Bank#page5.tif source=TM Security Interest Release between Intelepeer Holdings et al and Silicon Valley Bank#page6.tif source=TM Security Interest Release between Intelepeer Holdings et al and Silicon Valley Bank#page7.tif source=TM Security Interest Release between Intelepeer Holdings et al and Silicon Valley Bank#page8.tif source=TM Security Interest Release between Intelepeer Holdings et al and Silicon Valley Bank#page8.tif

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## **Termination and Release of Trademark Security Interest**

This **Termination and Release of Trademark Security Interest** (the "<u>Trademark Release</u>"), dated as of November [7], 2019 (the "<u>Effective Date</u>"), is made by INTELEPEER HOLDINGS, INC., a Delaware corporation, INTELEPEER CLOUD COMMUNICATIONS LLC, a Delaware limited liability company, ADVANTONE FLORIDA INC., a Delaware corporation, ADVANTONE, INC., a Delaware corporation (each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>") and SILICON VALLEY BANK, a California corporation (the "<u>Secured Party</u>"). Secured Party and Grantors are sometimes referred herein as each a "<u>Party</u>" and, collectively, the "Parties."

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement, dated as of July 5, 2016, by and between Grantors and Secured Party (the "Security Agreement"), that certain Intellectual Property Security Agreement, entered into as of July 5, 2016, by and between Grantors and Secured Party (the "IP Security Agreement"), that certain Amended and Restated Intellectual Property Security Agreement, dated as of May 8, 2019, by and between ADVANTONE INC., as Grantor, and Secured Party (the "Advantone Amended IP Security Agreement"), that certain Amended and Restated Intellectual Property Security Agreement, dated as of May 8, 2019, by and between INTELEPEER CLOUD COMMUNICATIONS, LLC, as Grantor, and Secured Party (the "Intelepeer Amended IP Security Agreement), and that certain Amended and Restated Intellectual Property Security Agreement, dated as of May 8, 2019, by and between INTELEPEER HOLDINGS, INC., as Grantor, and Secured Party (the "Holdings Amended IP Security Agreement), Grantors granted to Secured Party a security interest in and to certain Copyrights, Trademarks, Patents, Mask Works and Intellectual Property Collateral (as defined in the IP Security Agreement, the Amended IP Security Agreement and the Holdings Amended IP Security Agreement), including those trademarks and trademark applications set forth on Schedule A hereto and all goodwill associated therewith, collectively the "Released Collateral."

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on July 21, 2016 at trademark assignment Reel 5838, Frame 0539 and trademark assignment Reel 5838, Frame 0649.

**WHEREAS**, the Advantone Amended IP Security Agreement was recorded with the United States Patent and Trademark Office on May 9, 2019 at trademark assignment Reel 6641, Frame 0250.

WHEREAS, the Intelepeer Amended IP Security Agreement was recorded with the United States Patent and Trademark Office on May 9, 2019 at trademark assignment Reel 6641, Frame 0283.

**WHEREAS**, the Holdings Amended IP Security Agreement was recorded with the United States Patent and Trademark Office on May 9, 2019 at trademark assignment Reel 6641, Frame 0269.

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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 Grantors, as follows:

- 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms defined in the Security Agreement, IP Security Agreement, Advantone Amended IP Security Agreement or Intelepeer Amended IP Security Agreement, and used herein, have the meaning given to them in the Security Agreement, IP Security Agreement, Advantone Amended IP Security Agreement or Intelepeer Amended IP Security Agreement, as applicable.
- 2. <u>Release of Security Interest</u>. The Secured Party hereby terminates, releases, and discharges its lien and security interest in all of Grantors' present and future right, title and interest in and to the Released Collateral, including all goodwill associated therewith.
- 3. <u>Further Assurances</u>. Secured Party hereby authorizes Grantors 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 Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Released Collateral contemplated hereby.
- 4. <u>Counterparts</u>. 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. <u>Successors and Assigns</u>. 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. <u>Severability</u>. 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. <u>Governing Law</u>. This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of California.

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

### **GRANTORS:**

By: Truck refay

INTELEPEER HOLDINGS, INC.

Name: Frank Fawzi

Title: Chief Executive Officer

INTELEPEER CLOUD COMMUNICATIONS

LLC

By: Frank Fawzi

Title: Chief Executive Officer

ADVANTONE FLORIDA INC.

By: Frank Fawzi

Title: Chief Executive Officer

ADVANTONE, INC.

By: 124h
Name: Frank Fawzi

Title: Chief Executive Officer

**SECURED PARTY:** 

SILICON VALLEY BANK

By: Ly Nguyen

Name: LY NGUYEN
Title: VICE PRESIDENT

# SCHEDULE A

Country	Application Number	Serial Number - Registration Number	Date	Mark	Owner
US	85/435,671	4,252,585	12/4/2012	ADVANTONE	Advantone, Inc.
Canada	1,493,978	815,860	1/20/2012	APPWORX	IntelePeer Cloud Communications LLC
EU	9346586	9346586	2/11/2011	APPWORX	IntelePeer Cloud Communications LLC
Mexico	1120812	1207581	3/18/2011	APPWORX	IntelePeer Cloud Communications LLC
Mexico	1120814	1207582	3/18/2011	APPWORX	IntelePeer Cloud Communications LLC
US	85/023,145	3,896,826	12/28/2010	APPWORX	IntelePeer Cloud Communications LLC
us	85/448,019	4,287,641	2/12/2013	ATMOSPHERE	Advantone, Inc.
EU	10204741	10204741	5/17/2012	CLOUDCENTRAL	IntelePeer Cloud Communications LLC
Mexico	1207531	1301146	7/30/2012	CLOUDCENTRAL	IntelePeer Cloud Communications LLC
Canada	1,538,140		Pending	CORECLOUD	IntelePeer Cloud Communications LLC
EU	10205086	10205086	1/23/2012	CORECLOUD	IntelePeer Cloud Communications LLC
Mexico	1207532	1303177	8/13/2012	CORECLOUD	IntelePeer Cloud Communications

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Country	Application Number	Serial Number - Registration Number	Date	Mark	Owner
No. of Contracts					LLC
US	85/307,448	4,758,132	6/23/2015	CORECLOUD	IntelePeer Cloud Communications LLC
Canada	1,615,915		Pending	FLUENT	IntelePeer Cloud Communications LLC
Mexico	1360189	1380719	7/3/2013	FLUENT	IntelePeer Cloud Communications LLC
Mexico	1360190	1437019	2/25/2014	FLUENT	IntelePeer Cloud Communications LLC
US	85/754,171	4,441,306	11/26/2013	FLUENT	IntelePeer Cloud Communications LLC
Canada	1,528,793	828,466	7/23/2012	INTELEPEER	IntelePeer Cloud Communications LLC
Canada	1,528,794	880,286	6/17/2014	INTELEPEER	IntelePeer Cloud Communications LLC
Canada	1,529,017	880,312	6/18/2014	INTELEPEER	IntelePeer Cloud Communications LLC
Canada	1,528,791	917,613	10/20/2015	INTELEPEER	IntelePeer Cloud Communications LLC
Canada	1,528,792	889,379	11/4/2014	INTELEPEER	IntelePeer Cloud Communications LLC
EU	9992397	9992397	4/25/2012	INTELEPEER	IntelePeer Cloud Communications LLC
EU	9983909	9983909	4/27/2012	INTELEPEER	IntelePeer Cloud Communications

Country	Application Number	Serial Number - Registration Number	Date	Murk	Owner 1
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India	2149352		Pending	INTELEPEER	IntelePeer Cloud Communications LLC
India	2149351		Pending	INTELEPEER	IntelePeer Cloud Communications LLC
India	2149350	angenetien ein die der einstelle einstelle zu verwert die der med den geweit der der eine der der der der der	Pending	INTELEPEER	IntelePeer Cloud Communications LLC
Indía	2149348	2149348	11/11/2013	INTELEPEER	IntelePeer Cloud Communications LLC
India	2149349	2149349	1/15/2014	INTELEPEER	IntelePeer Cloud Communications LLC
Japan	2011-36358	5604886	8/2/2013	INTELEPEER	IntelePeer Cloud Communications LLC
Mexico	1180589	1243059	10/11/2011	INTELEPEER	IntelePeer Cloud Communications LLC
Mexico	1180587	1243058	10/11/2011	INTELEPEER	IntelePeer Cloud Communications LLC
Mexico	1179871	1293698	6/27/2012	INTELEPEER	IntelePeer Cloud Communications LLC
Mexico	1180593	1241225	9/30/2011	INTELEPEER	IntelePeer Cloud Communications LLC
Mexico	1180584	1282272	4/27/2012	INTELEPEER	IntelePeer Cloud Communications LLC
S. Korea	2011-14647	234775	6/29/2012	INTELEPEER	IntelePeer Cloud Communications

Country	Application Number	Serial Number - Registration Number	Date	Mark	Owner
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S. Korea	2011-27832	933959	9/11/2012	INTELEPEER	IntelePeer Cloud Communications LLC
S. Korea	2011-14467	241354	10/4/2012	INTELEPEER	IntelePeer Cloud Communications LLC
S. Korca	2011-14645	235583	7/11/2012	INTELEPEER	IntelePeer Cloud Communications LLC
S. Korea	2011-14646	242586	10/18/2012	INTELEPEER	IntelePeer Cloud Communications LLC
US	77/260,074	3,835,519	8/17/2010	INTELEPEER	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
Canada	1,478,351	877,211	5/6/2014	INTELEPEER APPWORX	IntelePeer Cloud Communications LLC
EU	9071201	9071201	10/12/2010	INTELEPEER APPWORX	IntelePeer Cloud Communications LLC
Mexico	1085897	1175258	8/23/2010	INTELEPEER	IntelePeer Cloud Communications

Country	Application Number	Serial Number - Registration Number	Date	Murk	Owner
				APPWORX	LLC
US	77/867,538	3,852,607	9/28/2010	INTELEPEER APPWORX	IntelePeer Cloud Communications LLC
EU	10145291	10145291	12/26/2011	MEDIA PEERING GRID	IntelePeer Cloud Communications LLC
Mexico	1196131	1282510	4/27/2012	MEDIA PEERING GRID	IntelePeer Cloud Communications LLC
US	85/238,656	4,123,218	4/3/2012	MEDIA PEERING GRID	IntelePeer Cloud Communications LLC
Canada	1,487,089	TMA819,741	3/13/2012	SUPERREGISTRY	IntelePeer Cloud Communications LLC
EU	9233941	9233941	1/21/2011	SUPERREGISTRY	IntelePeer Cloud Communications LLC
US	86/219,026	4,644,193	11/25/2014	SUPERREGISTRY	IntelePeer Cloud Communications LLC
EU	9233859	9233859	1/14/2011	VOICE PEERING NETWORK	IntelePeer Cloud Communications LLC

Description	Country	Registration/Application Number	Registration/Application Date
ATMOSPHERE	US	4,287,641	2/12/2013
ADVANTONE	US	4,252,585	12/4/2012

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		Registration/Application	
<u>Description</u>	Country Country	Number	Registration/Application Date
INTELEPEER	1,,,	2 952 607	9/28/2010
APPWORX	US	3,852,607	9/28/2010
INTELEPEER APPWORX	Canada	877,211	5/6/2014
INTELEPEER	Canada		C S S S S S S S S S S S S S S S S S S S
APPWORX	EU	009071201	10/12/2010
INTELEPEER			
APPWORX	Mexico	1175258	8/23/2010
APPWORX	Canada	815,860	1/20/2012
APPWORX	EU	009346586	2/11/2011
APPWORX	Mexico	1207581	3/18/2011
APPWORX	Mexico	1207582	3/18/2011
INTELEPEER	US	3,835,519	8/17/2010
INTELEPEER	US	3,803,578	6/15/2010
INTELEPEER	US	3,864,807	10/19/2010
INTELEPEER	US	3,796,068	6/1/2010
INTELEPEER	US	3,793,567	5/25/2010
SUPERREGISTRY	Canada	TMA819,741	3/13/2012
SUPERREGISTRY	EU	009233941	1/21/2011
VOICE PEERING NETWORK	EU	009233859	1/14/2011
MEDIA PEERING GRID	EU	010145291	12/26/2011
MEDIA PEERING GRID	Mexico	1282510	4/27/2012
CLOUDCENTRAL	EU	010204741	5/17/2012
CLOUDCENTRAL	Mexico	1301146	7/30/2012
INTELEPEER	Canada	880,286	6/17/2014
INTELEPEER	EU	009992397	4/25/2012
INTELEPEER	India	2149352	9/20/2016

INTELEPEER	South Korea	40-933959	9/11/2012
INTELEPEER	Mexico	1243058	10/11/2011
INTELEPEER	Canada	828,466	7/23/2012
INTELEPEER	India	2149348	11/11/2013
INTELEPEER	South Korea	40-234775	6/29/2012
INTELEPEER	Mexico	1243059	10/11/2011
INTELEPEER	Canada	880,312	6/18/2014
INTELEPEER	EU	009983909	4/27/2012
INTELEPEER	Japan	5604886	8/2/2013
INTELEPEER	South Korea	40-241354	10/4/2012
INTELEPEER	Mexico	1293698	6/27/2012
INTELEPEER	Canada	889,379	11/4/2014
INTELEPEER	India	2149350	9/20/2016
INTELEPEER	South Korea	242586	10/18/2012
INTELEPEER	Mexico	1282272	4/27/2012
INTELEPEER	Canada	917,613	10/20/2015
INTELEPEER	India	2149351	9/20/2016
INTELEPEER	South Korea	40-235583	7/11/2012
INTELEPEER	Mexico	1241225	9/30/2011
FLUENT	Canada	950,736	9/28/2016
SUPERREGISTRY	us	4,644,193	11/25/2014
CORECLOUD	US	4,758,132	6/23/2015
MEDIA PEERING GRID	us	4,123,218	4/3/2012
INTELEPEER	Colombia	615498	3/15/2019
INTELEPEER	India	2149349	1/15/2014
FLUENT	us	4,441,306	11/26/2013
FLUENT	Mexico	1380719	7/3/2013

FLUENT	Mexico	1437019	2/25/2014
MEDIA PEERING			
GRID	US	5,108,814	12/27/2016

Description	Country	Registration/Application Number	Registration/Application Date
ATMOSPHERE	US	5,413,667	2/27/2018
ATMOSPHERE	US	5,413,668	2/27/2018
ATMOSPHERE	US	5,503,728	6/26/2018
ATMOSPHERE	US	5,503,729	6/26/2018

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**RECORDED: 12/02/2019**