

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551564

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of a Security Interest -- Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IntelPeer Holdings, Inc.		12/02/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TC Lending, LLC, as Collateral Agent		
<b>Street Address:</b>	888 Seventh Avenue, 35th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10106		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5413667	ATMOSPHERE	
<b>Registration Number:</b>	5413668	ATMOSPHERE	
<b>Registration Number:</b>	5503728	ATMOSPHERE	
<b>Registration Number:</b>	5503729	ATMOSPHERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	058423-0041		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	12/02/2019		
<b>Total Attachments: 3</b>			
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OP \$115.00 5413667



GRANT OF A SECURITY INTEREST – TRADEMARKS

December 2, 2019

WHEREAS, Advantone Inc., a Delaware corporation, IntelPeer LLC, a Delaware limited liability company, IntelPeer Cloud Communications LLC, a Delaware limited liability company, and IntelPeer Holdings, Inc. (each a “Grantor” and collectively, the “Grantors”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated as of December 2, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of TC LENDING, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

If any conflict or inconsistency exists between this Grant of Security Interest – Trademarks and the Security Agreement, the Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

ADVANTONE INC.

By: Frank M Fawzi  
Name: Frank Fawzi  
Title: Chief Executive Officer

INTELEPEER LLC

By: Frank M Fawzi  
Name: Frank Fawzi  
Title: Chief Executive Officer

INTELEPEER CLOUD COMMUNICATIONS  
LLC

By: Frank M Fawzi  
Name: Frank Fawzi  
Title: Chief Executive Officer

INTELEPEER HOLDINGS, INC.

By: Frank M Fawzi  
Name: Frank Fawzi  
Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Owner	Application No. Filing Date	Registration No. Registration Date
ADVANTONE	Advantone, Inc.	85435671 29-SEP-2011	4252585 04-DEC-2012
ATMOSPHERE	Advantone, Inc.	85448019 14-OCT-2011	4287641 12-FEB-2013
ATMOSPHERE SMARTFLOWS	IntelePeer LLC	88474068 14-JUN-2019	N/A
ATMOSPHERE ENGAGE	IntelePeer LLC	88474084 14-JUN-2019	N/A
ATMOSPHERE INSIGHTS	IntelePeer LLC	88474091 14-JUN-2019	N/A
ATMOSPHERE SMARTFLOWS	IntelePeer LLC	88474068 14-JUN-2019	N/A
CORECLOUD	IntelePeer Cloud Communications LLC	85307448 28-APR-2011	4758132 23-JUN-2015
FLUENT	IntelePeer Cloud Communications LLC	85754171 15-OCT-2012	4441306 26-NOV-2013
INTELEPEER	IntelePeer Cloud Communications LLC	77260074 20-AUG-2007	3835519 17-AUG-2010
INTELEPEER	IntelePeer Cloud Communications LLC	77260067 20-AUG-2007	3803578 15-JUN-2010
INTELEPEER	IntelePeer Cloud Communications LLC	77260059 20-AUG-2007	3864807 19-OCT-2010
INTELEPEER	IntelePeer Cloud Communications LLC	77260040 20-AUG-2007	3796068 01-JUN-2010
INTELEPEER	IntelePeer Cloud Communications LLC	77259994 20-AUG-2007	3793567 25-MAY-2010
INTELEPEER APPWORX	IntelePeer Cloud Communications LLC	77867538 06-NOV-2009	3852607 28-SEP-2010
MEDIA PEERING GRID	IntelePeer Cloud Communications LLC	87034307 12-MAY-2016	5108814 27-DEC-2016
SUPERREGISTRY	IntelePeer Cloud Communications LLC	86219026 12-MAR-2014	4644193 25-NOV-2014
ATMOSPHERE	IntelePeer Holdings, Inc.	87099162 11-JUL-2016	5413667 27-FEB-2018
ATMOSPHERE	IntelePeer Holdings, Inc.	87099224 11-JUL-2016	5413668 27-FEB-2018
ATMOSPHERE	IntelePeer Holdings, Inc.	87099264 11-JUL-2016	5503728 26-JUN-2018
ATMOSPHERE	IntelePeer Holdings, Inc.	87099283 11-JUL-2016	5503729 26-JUN-2018