

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564962

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RIBBON COMMUNICATIONS OPERATING COMPANY, INC.		03/03/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CITIZENS BANK, N.A., as ADMINISTRATIVE AGENT
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	2565627	SONUS
Registration Number:	2566200	SONUS
Registration Number:	2908991	KINETO
Registration Number:	2908992	KINETO
Registration Number:	3806662	NETSCORE
Registration Number:	4343805	S
Registration Number:	4387922	SEGWAY
Registration Number:	5915391	RIBBON
Registration Number:	5921530	RIBBON PROTECT
Registration Number:	5852298	
Registration Number:	5891905	
Registration Number:	5710852	
Registration Number:	5858080	RIBBON
Registration Number:	5728937	RIBBON
Registration Number:	5897780	RIBBON
Registration Number:	2463564	TAQUA
Registration Number:	4759491	BUSINESS CALL
Registration Number:	1989026	C3C

OP \$1340.00 2565627

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1187459	DCO
Registration Number:	1109917	D M S
Registration Number:	4614537	EXPERIUS
Registration Number:	4513917	FROM THE CORE TO THE EDGE TO THE EXPERIE
Registration Number:	2450844	G6
Registration Number:	2449024	G6
Registration Number:	3653287	G9
Registration Number:	3653286	G9
Registration Number:	4692869	GENBAND
Registration Number:	3446876	GENBAND
Registration Number:	4692870	GENBAND
Registration Number:	4724287	GENBAND EXPERIUS
Registration Number:	4305635	GENBAND GENIUS
Registration Number:	4168570	GENBAND GENIUS
Registration Number:	4696487	GENBAND NUZIA
Registration Number:	4811162	GENERATION ENTERPRISE
Registration Number:	4692865	GENVIEW
Registration Number:	5055120	KANDY
Registration Number:	4692871	
Registration Number:	2449025	
Registration Number:	4716969	NUZIA
Registration Number:	4183855	S2
Registration Number:	1037809	TOPS
Registration Number:	2536345	UREACH
Registration Number:	2670043	UREACH TECHNOLOGIES
Registration Number:	2338384	UREACH.COM
Serial Number:	87690008	RIBBON COMMUNICATIONS
Serial Number:	87690021	RIBBON COMMUNICATIONS
Serial Number:	87690026	RIBBON COMMUNICATIONS
Serial Number:	87689935	RIBBON PROTECT
Serial Number:	87690028	RIBBON COMMUNICATIONS
Serial Number:	87690050	RIBBON COMMUNICATIONS
Serial Number:	87690073	RIBBON COMMUNICATIONS
Serial Number:	87690075	RIBBON COMMUNICATIONS
Serial Number:	88108315	RIBBON

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18588.515067
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NAME OF SUBMITTER:	Moira Sheehan
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SIGNATURE:	/Moira Sheehan/
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DATE SIGNED:	03/03/2020
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of March 3, 2020, is entered into by and among the signatory hereto (the “*Grantor*”) and **CITIZENS BANK, N.A.**, as Administrative Agent (as defined in the below described Credit Agreement) (the “*Assignee*”), pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), by and among the Assignee, the Grantor and the other signatories thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among the Borrower (as defined therein), Holdings (as defined therein), the Assignee and the lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Secured Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing and owned or exclusively licensed by the Grantor or hereafter adopted or acquired by the Grantor, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof. Notwithstanding anything herein to the contrary, no security interest shall be granted in any intent to use application at the United States Patent and Trademark Office with respect to intellectual property to the extent an assignment for security purposes would be rendered invalid, abandoned, void or impair the validity or enforceability of such intent to use application.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. The Grantor and the Assignee agree that the security interest set forth herein and in the Guarantee and Collateral Agreement is not to be construed as an assignment of any Trademark.

2. Modifications

This Agreement or any provision hereof may not be changed, waived or terminated except in writing signed by the parties hereto. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission shall be equally effective as delivery of an original executed counterpart hereof.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

CITIZENS BANK, N.A.,
as Administrative Agent


By: 

Name: Michael J. McWalters

Title: Director

GRANTOR:

RIBBON COMMUNICATIONS OPERATING COMPANY, INC.

By: 
Name: Daryl E. Raiford
Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006880 FRAME: 0753

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications owned by Ribbon Communications Operating Company, Inc.:

	Owner	Mark	Serial #/ Registration #	Filing Date	Registration Date
1.	Ribbon Communications Operating Company, Inc.	SONUS	2565627	4/7/1999	4/30/2002
2.	Ribbon Communications Operating Company, Inc.	SONUS and design (b&w) (IC 9)	2566200	1/11/2001	4/30/2002
3.	Ribbon Communications Operating Company, Inc.	KINETO (IC 42)	2908991	10/11/2001	12/7/2004
4.	Ribbon Communications Operating Company, Inc.	KINETO (IC 9)	2908992	10/11/2001	12/7/2004
5.	Ribbon Communications Operating Company, Inc.	NETSCORE	3806662	10/29/2009	6/22/2010
6.	Ribbon Communications Operating Company, Inc.	S Design (b&w)	4343805	3/26/2012	5/25/2013
7.	Ribbon Communications Operating Company, Inc.	SEGway	4387922	1/14/2013	8/20/2013
8.	Ribbon Communications Operating Company, Inc.	RIBBON	5915391	9/15/2017	11/19/2019
9.	Ribbon Communications Operating Company, Inc.	RIBBON PROTECT (IC 9)	87689935	11/17/2017	N/A
10.	Ribbon Communications Operating Company, Inc.	RIBBON PROTECT (IC 42)	5921530	11/17/2017	11/26/2019
11.	Ribbon Communications Operating Company, Inc.	Ribbon Design (IC 9) (b&w)	5852298	11/17/2017	9/3/2019
12.	Ribbon Communications Operating Company, Inc.	Ribbon Design (IC 42) (b&w)	5891905	11/17/2017	10/22/2019
13.	Ribbon Communications Operating Company, Inc.	Ribbon Design (IC 38) (b&w)	5710852	11/17/2017	3/26/2019
14.	Ribbon Communications Operating Company, Inc.	Ribbon Design and ribbon communications (IC 38)(b&w)(vertical)	87690008	11/17/2017	Abandoned
15.	Ribbon Communications Operating Company, Inc.	RIBBON COMMUNICATIONS (IC 38)	87690021	11/17/2017	Abandoned
16.	Ribbon Communications Operating Company, Inc.	RIBBON COMMUNICATIONS (IC 42)	87690026	11/17/2017	Abandoned

	Owner	Mark	Serial # / Registration #	Filing Date	Registration Date
17	Ribbon Communications Operating Company, Inc.	RIBBON COMMUNICATIONS (IC 9)	87690028	11/17/2017	Abandoned
18	Ribbon Communications Operating Company, Inc.	Ribbon Design and Ribbon (IC 9)(b&w)(horizontal)	5858080	11/17/2017	9/10/2019
19	Ribbon Communications Operating Company, Inc.	Ribbon Design and Ribbon (IC 38)(b&w)(horizontal)	5728937	11/17/2017	4/16/2019
20	Ribbon Communications Operating Company, Inc.	Ribbon Design and Ribbon (IC 42)(b&w)(horizontal)	5897780	11/17/2017	10/29/2019
21	Ribbon Communications Operating Company, Inc.	Ribbon Design and ribbon communications (IC 9)(b&w)(horizontal)	87690050	11/17/2017	Abandoned
22	Ribbon Communications Operating Company, Inc.	Ribbon Design and ribbon communications (IC 42)(b&w)(horizontal)	87690073	11/17/2017	Abandoned
23	Ribbon Communications Operating Company, Inc.	Ribbon Design and ribbon communications (IC 38)(b&w)(horizontal)	87690075	11/17/2017	Abandoned
24	Ribbon Communications Operating Company, Inc.	RIBBON (IC 42) (color)	88108315	9/7/2018	Abandoned
25	Ribbon Communications Operating Company, Inc.	TAQUA (IC 38)	2463564	1/10/2000	6/26/2001

Trademarks and Trademark Applications owned by GENBAND US LLC (GENBAND US LLC was merged with and into
Ribbon Communications Operating Company, Inc. as of December 20, 2019):

	Owner	Mark	Serial # / Registration #	Filing Date	Registration Date
1.	Genband US LLC	BUSINESSCALL	4759491	10/17/2014	6/23/2015
2.	Genband US LLC	C3C	1989026	6/24/1994	7/23/1996
3.	Genband US LLC	DCO	1187459	5/12/1980	1/26/1982
4.	Genband US LLC	DMS	1109917	6/30/1977	12/26/1978
5.	Genband US LLC	EXPERIUS	4614537	3/7/2013	9/30/2014
6.	Genband US LLC	FROM THE CORE TO THE EDGE TO THE EXPERIENCE	4513917	8/8/2013	4/15/2014
7.	Genband US LLC	G6	2450844	2/15/2000	5/15/2001

	Owner	Mark	Serial # / Registration #	Filing Date	Registration Date
8.	Genband US LLC	G6 & DESIGN	2449024	2/25/2000	5/8/2001
9.	Genband US LLC	G9	3653287	5/2/2008	7/14/2009
10.	Genband US LLC	G9 & Design	3653286	5/2/2008	7/14/2009
11.	Genband US LLC	GENBAND	4692869	12/21/2012	2/24/2015
12.	Genband US LLC	GENBAND	3446876	5/25/2006	6/10/2008
13.	Genband US LLC	GENBAND & Design (3 Circles)	4692870	12/21/2012	2/24/2015
14.	Genband US LLC	GENBAND EXPERIUS & Design	4724287	3/8/2013	4/21/2015
15.	Genband US LLC	GENBAND GENIUS	4305635	9/15/2010	3/19/2013
16.	Genband US LLC	GENBAND GENIUS & Design	4168570	9/15/2010	7/3/2012
17.	Genband US LLC	GENBAND NUVIA & Design	4696487	3/8/2013	3/3/2015
18.	Genband US LLC	GENERATION ENTERPRISE	4811162	7/30/2014	9/15/2015
19.	Genband US LLC	GENVIEW	4692865	12/17/2012	2/24/2015
20.	Genband US LLC	KANDY (with design)	5055120	8/1/2014	10/4/2016
21.	Genband US LLC	MISC. DESIGN (3 CIRCLES)	4692871	12/21/2012	2/24/2015
22.	Genband US LLC	MISC. DESIGN (Revised)	2449025	2/25/2000	5/8/2001
23.	Genband US LLC	NUVIA	4716969	3/7/2013	4/7/2015
24.	Genband US LLC	S2	4183855	10/12/2010	7/31/2012
25.	Genband US LLC	TOPS	1037809	1/15/1975	4/13/1976
26.	Genband US LLC	UREACH	2536345	4/6/2001	2/5/2002
27.	Genband US LLC	UREACH TECHNOLOGIES	2670043	4/6/2001	12/31/2002
28.	Genband US LLC	UREACH.COM	2338384	4/26/1999	4/4/2000

TRADEMARK

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RECORDED: 03/03/2020