

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of a Security Interest -- Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IntelePeer LLC		05/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TC Lending, LLC, as Collateral Agent		
Street Address:	888 Seventh Avenue, 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6049471	ATMOSPHERE SMARTFLOWS	
Registration Number:	6049472	ATMOSPHERE ENGAGE	
Registration Number:	6049473	ATMOSPHERE INSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058423-0058		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/12/2021		
Total Attachments: 3			
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OP \$90.00 6049471

GRANT OF A SECURITY INTEREST – TRADEMARKS

May 12, 2021

WHEREAS, IntelPeer LLC, a Delaware limited liability company (the “Grantor”), 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, the 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, the 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 the 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, the 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.

The 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.

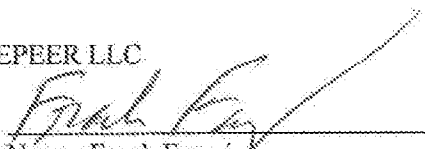
If any conflict or inconsistency exists between this Grant of Security Interest – Trademarks and the Security Agreement, the Security Agreement shall govern.

[Signature Page Follows]

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

INTELEPEER LLC

By:


Name: Frank Fawzi
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007289 FRAME: 0804

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Owner	Application No. Filing Date	Registration No. Registration Date
ATMOSPHERE SMARTFLOWS	IntelePeer LLC	88474068 14-JUN-2019	6049471 05-MAY-2020
ATMOSPHERE ENGAGE	IntelePeer LLC	88474084 14-JUN-2019	6049472 05-MAY-2020
ATMOSPHERE INSIGHTS	IntelePeer LLC	88474091 14-JUN-2019	6049473 05-MAY-2020