

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742710

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| RESUBMIT DOCUMENT ID: | 900698845 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------|----------|----------------|-----------------------|
| BANDWIDTH INC. | | 06/06/2022 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------------------------------------|
| Name: | SILICON VALLEY BANK, as Administrative Agent and Collateral Agent |
| Street Address: | 3003 Tasman Drive |
| City: | Santa Clara |
| State/Country: | CALIFORNIA |
| Postal Code: | 95054 |
| Entity Type: | Corporation: CALIFORNIA |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| Registration Number: | 5697579 | THE WAY IT SHOULD BE |
| Registration Number: | 5138192 | BW BANDWIDTH |
| Registration Number: | 5018784 | BW |
| Registration Number: | 4332449 | IN |
| Registration Number: | 4332447 | IN |
| Registration Number: | 3820412 | BANDWIDTH.COM |
| Registration Number: | 3820411 | BANDWIDTH.COM |
| Serial Number: | 90077771 | DUET |
| Registration Number: | 3208576 | VOXBONE |
| Registration Number: | 3588012 | INUM |

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

TRADEMARK

| | |
|--------------------------------|------------------------|
| Address Line 4: | Washington, D.C. 20036 |
| ATTORNEY DOCKET NUMBER: | 1705818 TM |
| NAME OF SUBMITTER: | Naomi Sakata |
| SIGNATURE: | /Naomi Sakata/ |
| DATE SIGNED: | 07/21/2022 |

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of June 6, 2022 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **SILICON VALLEY BANK** (“*SVB*”), as administrative agent and collateral agent for the Lenders (as defined below) (together with its successors and assigns, in such capacities, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of June 6, 2022, by and among **BANDWIDTH INC.**, a Delaware corporation (the “*Borrower*”), the Lenders party thereto from time to time, SVB as the Issuing Lender and Swingline Lender, and the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the Secured Obligations of Borrower and each other Grantor under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Secured Obligations under the Credit Agreement and the other Loan Documents, Grantor grants and pledges to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows.]

IN WITNESS WHEREOF, the each party has caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BANDWIDTH INC.,
a Delaware corporation

By: *S. Taylor*
Name: Scott Taylor
Title: Treasurer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

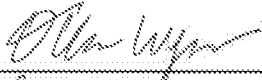
By: 
Name: Allan Wynn
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

[see attached]

BANDWIDTH INC. PATENTS

| ISSUED PATENTS | SERIAL NO. | PATENT NO. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| IP-Based Call Answering Point Selection and Routing | 12/134,355 | 8,830,987 |
| Dynamic Update of Address for VoIP 911 | 14/337,601 | 9,042,309 |
| Dynamic Update of Address for VoIP 911 | 14/698,914 | 9,179,255 |
| Techniques for Telecommunications Contact Management on an End User Device | 14/714,643 | 9,264,535 |
| Techniques to Process Text Messages for Communication to an Emergency Service Provider | 15/093,156 | 9,432,829 |
| Techniques for Sharing Image Data Remotely | 14/825,200 | 9,438,858 |
| Techniques to Communicate Messages Utilizing a Common Telephone Number | 15/137,518 | 9,445,244 |
| Techniques for Troubleshooting IP Based Telecommunications Networks | 15/185,362 | 9,560,209 |
| Techniques for Migrating Legacy 911 Systems to NG-911 Systems | 15/615,330 | 10,367,947 |
| Techniques for Providing Location Data in Emergency Calls | 16/122,059 | 10,440,188 |
| Techniques for Combining Segmented Messages in a Communications Network | 16/854,954 | 10,728,719 |
| Rolling Code Authentication Techniques | 16/801,811 | 10,735,398 |
| Geographic Routing Via Labels in SIP Redirect | 16/215,733 | 10,743,219 |
| Techniques for Providing SOS Call Routing for Emergency Calls | 16/941,025 | 10,805,462 |
| Techniques for Correlating Delivery Receipt Messages in a Communications Network | 16/940,473 | 10,863,323 |
| Techniques for Routing Messages in a Communications Network | 16/935,273 | 10,939,256 |
| Methods, Systems and Computer Program Products For Detecting Anomalies in a Telecommunications Network | 17/197,411 | 11,050,878 |
| Techniques for Managing and Using Telecommunication Carrier Deactivation Lists | 17/238,284 | 11,082,814 |
| Techniques for Allocating and Managing Telecommunication Resources | 17/193,008 | 11,108,656 |
| Methods For Emergency Response Location (Erl) Correction In A Voice Over Internet Protocol (Voip) 911 Server And Related Systems And Computer Program Products | 17/329,598 | 11,159,676 |
| Techniques for Routing Messages Through a Message Delivery Network | 17/386,730 | 11,223,553 |
| Techniques For Managing User Transmission Rates In A Communications Network | 17/487,014 | 11,303,752 |
| Techniques For Managing a 933 Test Call Pertaining to | 17/552,761 | 11,316,975 |

| | | |
|------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|
| Emergency Services | | |
| Techniques for Vetting Inbound Calls in a Telecommunication Network | 17/480,372 | 11,323,563 |
| BANDWIDTH INC. PENDING APPLICATIONS | SERIAL NO. | |
| Software Development Systems For Creation And Testing Of Voice and Messaging Applications And Related Methods And Computers | 17/477,637 | |
| Techniques For Registering an Internet Protocol (IP) Endpoint for Emergency Services Calling | 17/576,368 | |
| Techniques for Managing An Aging Telephone Number Before Returning to Active Service | 17/582,259 | |
| Methods, Systems and Computer Program Products Determining Root Causes Of Detected Anomalies In A Telecommunications Network | 17/709,562 | |
| Answering Machine Detection for Answered Calls | 17/717,237 | |

EXHIBIT C

Trademarks

[see attached]

BANDWIDTH INC. TRADEMARKS

UNITED STATES

| Ser. Number | Reg. Number | Word Mark |
|-------------|-------------|-------------------------|
| 86654656 | 5697579 | THE WAY IT SHOULD BE |
| 86625478 | 5138192 | BW BANDWIDTH (stylized) |
| 86629276 | 5018784 | BW (logo only) |
| 85378481 | 4332449 | IN |
| 85378407 | 4332447 | IN |
| 77750647 | 3820412 | BANDWIDTH.COM |
| 77750644 | 3820411 | BANDWIDTH.COM |
| 90077771 | | DUET |

INTERNATIONAL

| Jurisdiction | Number | Word Mark |
|---------------|-----------|-------------------------------|
| International | 991146 | INUM |
| India | 2368192 | Voxbone |
| India | 2379991 | INUM |
| International | 1198528 | VoxSS7 |
| International | 1198527 | VoxDID |
| International | 1198521 | VoxOUT |
| International | 1124422 | Voxbone |
| EUIPO | 008305666 | INUM One Number for the World |
| EUIPO | 005538244 | Voxbone |

VOXBONE SA TRADEMARKS¹

UNITED STATES

| Ser. Number | Reg. Number | Word Mark |
|-------------|-------------|-----------|
| 78859374 | 3208576 | VOXBONE |
| 77223280 | 3588012 | INUM |

¹ To be assigned to Bandwidth Inc. post-close.