

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM842490

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fusion Connect, Inc.		09/21/2023	Corporation: DELAWARE
Fusion LLC		09/21/2023	Limited Liability Company: NEW JERSEY
Fusion Communications, LLC		09/21/2023	Limited Liability Company: DELAWARE
Fusion Management Services, LLC		09/21/2023	Limited Liability Company: DELAWARE
Fusion Telecom, LLC		09/21/2023	Limited Liability Company: DELAWARE
Fusion Texas Holdings, Inc.		09/21/2023	Corporation: DELAWARE
Fusion Cloud Services, LLC		09/21/2023	Limited Liability Company: GEORGIA
Fusion Cloud Services International, Inc. (f/k/a Fusion Connection Europe Holding, Inc.)		09/21/2023	Corporation: DELAWARE
Fusion Telecom of Texas LTD., L.L.P.		09/21/2023	Limited Liability Partnership: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	2100 Ross Avenue, Suite 1850
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5763448	YOUR SINGLE SOURCE FOR THE CLOUD
<b>Registration Number:</b>	5763446	THE SINGLE SOURCE FOR THE CLOUD
<b>Registration Number:</b>	5763311	FUSIONWORKS
<b>Registration Number:</b>	5730617	FUSION
<b>Registration Number:</b>	5730616	FUSION

TRADEMARK

900803340

REEL: 008212 FRAME: 0063

OP \$540.00 5763448

Property Type	Number	Word Mark
Registration Number:	2805009	BEYONDOFFICE
Registration Number:	2816962	BEYONDVOICE II
Registration Number:	2794512	BEYONDVOICE
Registration Number:	2761638	BEYONDVOICE I
Registration Number:	2793909	BEYONDVOICE
Registration Number:	2763714	BEYONDVOICE I
Registration Number:	2763713	BEYONDVOICE II
Registration Number:	2880663	PINGTONE COMMUNICATIONS
Registration Number:	5407395	B
Registration Number:	2962432	BIRCHLINK
Registration Number:	3323238	EASYVOICE
Registration Number:	2840397	MAILSTREET
Registration Number:	2786907	SPEAKEASY
Registration Number:	2744247	APPTIX
Serial Number:	97762618	FUSION CONNECT
Registration Number:	2691468	SP@CE HOST

#### CORRESPONDENCE DATA

Fax Number: 6175236850

*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: 617-523-2700

Email: susan.dinicola@hklaw.com, ana-victoria.moreno@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	09/27/2023

#### Total Attachments: 8

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of September 21, 2023, is made by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”) in favor of PNC Bank, National Association, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, FUSION CONNECT, INC., a Delaware corporation (“Fusion Connect”), FUSION CLOUD SERVICES, LLC, a Georgia limited liability company (“Cloud Services”), FUSION CLOUD SERVICES INTERNATIONAL, INC., a Delaware corporation (“Fusion International”), FUSION LLC, a New Jersey limited liability company (“Fusion”), FUSION COMMUNICATIONS, LLC, a Delaware limited liability company (“Communications”), FUSION TELECOM, LLC (“Telecom”), FUSION TEXAS HOLDINGS, INC., a Delaware corporation (“Texas Holdings”), FUSION TELECOM OF TEXAS LTD., L.L.P., a Texas limited liability partnership (“Telecom of Texas”), FUSION MANAGEMENT SERVICES LLC, a Delaware limited liability company (“Management Services”, together with Fusion Connect, Cloud Services, Fusion International, Fusion, Communications, Telecom, Texas Holdings, Telecom of Texas and each Person joined thereto as a borrower from time to time, individually, each a “Borrower” and collectively, jointly and severally, the “Borrowers”), certain of their Affiliates and Subsidiaries party thereto and each other Person joined thereto as a guarantor from time to time (collectively, the “Guarantors”, and each a “Guarantor”), have entered into a Revolving Credit, Guaranty and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations,

recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B

attached hereto whether or not any of Grantor's Trademarks or Trademark registrations are not assignable.

SECTION 2. **Grant of Security**. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title, and interest in and to the following (the "Collateral"):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations**. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation**. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. **Execution in Counterparts**. This IP Security Agreement may be executed in any number of 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.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

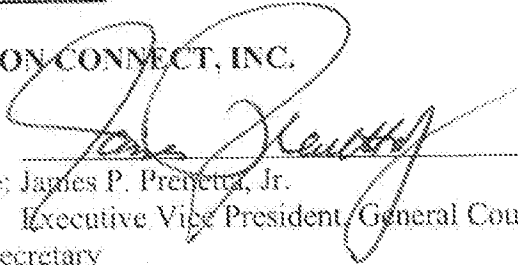
SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 and 5-1402 of the New York general obligations law).

*[Remainder of page intentionally left blank]*

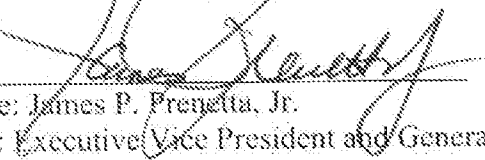
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTORS**

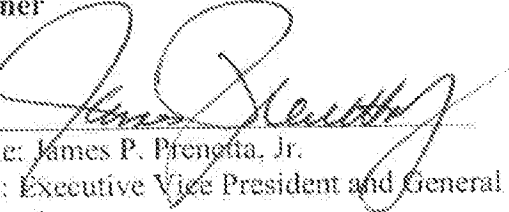
**FUSION CONNECT, INC.**

By:   
Name: James P. Pfenetta, Jr.  
Title: Executive Vice President / General Counsel  
and Secretary

**FUSION LLC  
FUSION COMMUNICATIONS, LLC  
FUSION MANAGEMENT SERVICES  
LLC  
FUSION TELECOM, LLC  
FUSION TEXAS HOLDINGS, INC.  
FUSION CLOUD SERVICES, LLC,  
FUSION CLOUD SERVICES  
INTERNATIONAL, INC. (f/k/a Fusion  
Connect Europe Holding Inc.)**

By:   
Name: James P. Pfenetta, Jr.  
Title: Executive Vice President and General  
Counsel

**FUSION TELECOM OF TEXAS LTD.,  
L.L.P.  
By: Fusion Texas Holdings, Inc., General  
Partner**

By:   
Name: James P. Pfenetta, Jr.  
Title: Executive Vice President and General  
Counsel

**SCHEDULE A**

**PATENTS AND PATENT LICENSES**

<b>TITLE</b>	<b>PATENT NUMBER</b>	<b>ISSUED DATE</b>	<b>OWNER</b>
CLIENT APPLICATION INSTALLER	8219652	July 10, 2012	Fusion Communications, LLC (f/k/a Cbeyond Communications, LLC)
DATA STORAGE TESTING	9697210	July 4, 2017	Fusion Communications, LLC (f/k/a Cbeyond Communications, LLC)



**SCHEDULE B**

**TRADEMARKS AND TRADEMARK LICENSES**

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>JURISDICTION OF REGISTRATION</b>
FUSION CONNECT	97762618	Pending	Pending	U.S.
YOUR SINGLE SOURCE FOR THE CLOUD	88167858	5763448	May 28, 2019	U.S.
THE SINGLE SOURCE FOR THE CLOUD	88167816	5763446	May 28, 2019	U.S.
FUSIONWORKS	88165266	5763311	May 28, 2019	U.S.
FUSION	86281295	5730617	April 23, 2019	U.S.
FUSION	86281292	5730616	April 23, 2019	U.S.
BEYONDOFFICE	78219753	2805009	January 13, 2004	U.S.
BEYONDVOICE II	76975300	2816962	February 24, 2004	U.S.
BEYONDVOICE	76975273	2794512	December 16, 2003	U.S.
BEYONDVOICE I	76975272	2761638	September 9, 2003	U.S.
BEYONDVOICE	76419472	2793909	December 16, 2003	U.S.
BEYONDVOICE I	76419471	2763714	September 16, 2003	U.S.
BEYONDVOID II	76419470	2763713	September 16, 2003	U.S.
PINGTONE COMMUNICATONS	76361677	2880663	September 7, 2004	U.S.
B	87550279	5407395	February 20, 2018	U.S.
BIRCHLINK	78365372	2962432	June 14, 2005	U.S.
SP@CE HOST	76150634	2691468	February 25, 2003	U.S.
EASYVOICE	77105587	3323238	October 30, 2007	U.S.
MAILSTREET	78262599	2840397	May 11, 2004	U.S.
SPEAKEASY	76141700	2786907	November 25, 2003	U.S.
APPTIX	76345400	2744247	July 29, 2003	U.S.

**SCHEDULE C**

**COPYRIGHTS AND COPYRIGHT LICENSES**

None.