

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OOMA, INC.		10/20/2023	Corporation: DELAWARE
Talkatone, LLC		10/20/2023	Limited Liability Company: DELAWARE
BROADSMART GLOBAL, INC.		10/20/2023	Corporation: FLORIDA
JUNCTION NETWORKS INC.		10/20/2023	Corporation: PENNSYLVANIA
2600HZ, INC.		10/20/2023	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 ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	90979305	AIRDIAL	
Serial Number:	90828723	AIRDIAL	
Serial Number:	86655992	OOMA	
Serial Number:	78395883	OOMA	
Serial Number:	77829146	OOMA TELO	
Serial Number:	85849290	THE SMART PHONE FOR YOUR BUSINESS	
Serial Number:	85553905	THE SMART PHONE FOR YOUR HOME	
Serial Number:	85855541	THE SMART PHONE FOR YOUR HOME OR BUSINES	
Serial Number:	86452649	TALKATONE	
Serial Number:	86979459	TALKATONE	
Serial Number:	76637578	BROADSMART	
Serial Number:	85286298	ONSIP	
Serial Number:	88584519	GIVE YOUR WEBSITE A VOICE	
Serial Number:	88584515	GIVE YOUR SITE A VOICE	

CH \$465.00 90979305

Property Type	Number	Word Mark
Serial Number:	88279245	SAYSO
Serial Number:	97718230	KAZOO
Serial Number:	85375659	2600HZ
Serial Number:	97130527	

CORRESPONDENCE DATA

Fax Number: 8443453178
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: 8583141200
Email: matkins@jonesday.com, kseverson@jonesday.com
Correspondent Name: JONES DAY
Address Line 1: 250 VESEY STREET
Address Line 4: NEW YORK, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	741887-000132
NAME OF SUBMITTER:	MICHAEL P. ATKINS
SIGNATURE:	/Michael P. Atkins/
DATE SIGNED:	11/03/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 20, 2023 (as amended, restated, supplemented or otherwise modified, this “Agreement”), among OOMA, INC., a Delaware corporation (the “Borrower”), each Subsidiary party hereto as of the date hereof (collectively, the “Subsidiaries” and together with the Borrower, the “Grantors”) and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of October 20, 2023 among the Borrower, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (b) the Pledge and Security Agreement, dated as of October 20, 2023, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

“Trademarks” shall not include trademarks that are the subject of United States intent-to-use trademark applications until such time that Statement of Use or an Amendment to Allege use is filed and accepted by the United States Patent & Trademark Office for such trademark application.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

OOMA, INC.

By: 

Name: Shig Hamamatsu
Title: Chief Financial Officer

TALKATONE, LLC

By: _____

Name: Jenny Yeh
Title: President

BROADSMART GLOBAL, INC.

By: 

Name: Shig Hamamatsu
Title: President

JUNCTION NETWORKS INC.

By: 

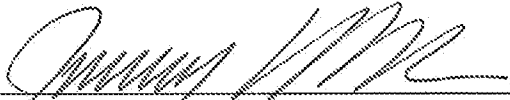
Name: Shig Hamamatsu
Title: Treasurer

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

OOMA, INC.

By: _____
Name: Shig Hamamatsu
Title: Chief Financial Officer

TALKATONE, LLC

By:  _____
Name: Jenny Yeh
Title: President

BROADSMART GLOBAL, INC.

By: _____
Name: Shig Hamamatsu
Title: President

JUNCTION NETWORKS INC.

By: _____
Name: Shig Hamamatsu
Title: Treasurer

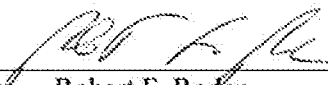
Effective immediately upon the closing of the Closing Date Acquisition, by signing below, the undersigned hereby assumes all obligations of a "Grantor" hereunder and all references to "Grantor" hereunder and the other Loan Documents shall refer to the undersigned:

2600HZ, INC.

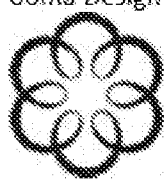
A handwritten signature in black ink, appearing to read 'Shig Hamamatsu', is written over a horizontal line. The signature is stylized and somewhat cursive.

Name: Shig Hamamatsu
Title: Treasurer

CITIZENS BANK, N.A., as Administrative Agent

By: 
Name: Robert F. Roden
Title: Managing Director

SCHEDULE I
TRADEMARKS

Loan Party	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
Ooma, Inc.	AIRDIAL	7050127	May 9, 2023	90979305	July 14, 2021
Ooma, Inc.	AIRDIAL	1644379		90828723	July 14, 2021
Ooma, Inc.	OOMA	5715734	April 2, 2019	86655992	June 9, 2015
Ooma, Inc.	OOMA	3509877	September 30, 2008	78395883	April 2, 2004
Ooma, Inc.	OOMA TELO	4202702	September 4, 2012	77829146	September 17, 2009
Ooma, Inc.	THE SMART PHONE FOR YOUR BUSINESS	5448697	April 17, 2018	85849290	February 13, 2013
Ooma, Inc.	THE SMART PHONE FOR YOUR HOME	4564622	July 8, 2014	85553905	February 27, 2012
Ooma, Inc.	THE SMART PHONE FOR YOUR HOME OR BUSINESS	5228315	June 20, 2017	85855541	February 20, 2013
Ooma, Inc.	ooma Design 	6946525	January 10, 2023	97130527	November 17, 2021
Talkatone, LLC	TALKATONE	5375608	January 9, 2018	86452649	November 12, 2014
Talkatone, LLC	TALKATONE	5024204	August 16, 2016	86979459	November 12, 2014
Broadsmart Global, Inc.	BROADSMART	3105739	June 20, 2006	76637578	May 2, 2005

Junction Networks Inc.	ONSIP	4107847	March 6, 2012	85286298	April 5, 2011
Junction Networks Inc.	GIVE YOUR WEBSITE A VOICE	6013181	March 17, 2020	88584519	August 19, 2019
Junction Networks Inc.	GIVE YOUR SITE A VOICE	6013180	March 17, 2020	88584515	August 19, 2019
Junction Networks Inc.	SAYSO	5881523	October 8, 2019	88279245	January 28, 2019
2600hz, Inc.	KAZOO			97718230	December 14, 2022
2600hz, Inc.	2600HZ	4220381	October 9, 2012	85375659	June 20, 2011