

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497547

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Nexmo Inc. | | 11/06/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent | | |
| Street Address: | IL1-1145/54/63, P.O. Box 6026 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60680-6026 | | |
| Entity Type: | national association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5341902 | NEXMO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <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> | | | |
| Phone: | 3129932647 | | |
| Email: | zeynep.gieseke@lw.com | | |
| Correspondent Name: | Zeynep Gieseke | | |
| Address Line 1: | 330 North Wabash Avenue, Suite 2800 | | |
| Address Line 2: | Latham & Watkins LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| ATTORNEY DOCKET NUMBER: | 049067-0081 | | |
| NAME OF SUBMITTER: | Zeynep Gieseke | | |
| SIGNATURE: | /zg/ | | |
| DATE SIGNED: | 11/09/2018 | | |
| Total Attachments: 9 | | | |
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Trademark Security Agreement

Trademark Security Agreement, dated as of November 6, 2018, by VONAGE BUSINESS INC., NEXMO INC., VONAGE AMERICA INC. and TOKBOX, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Amended and Restated Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property); and
- (d) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


VONAGE BUSINESS INC.

By: _____



Name: Randy Rutherford

Title: Vice President & Secretary

VONAGE AMERICA INC.

By: 
Name: Randy Rutherford
Title: Vice President & Secretary

NEXMO INC.

By: 
Name: Randy Rutherford
Title: Vice President & Secretary

TOKBOX, INC.

By: 
Name: Randy Rutherford
Title: Director

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____


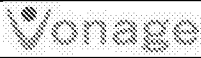









Name: Min Park
Title: Vice President




[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006479 FRAME: 0078

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|----------------------|---------------------|---|
| Nexmo, Inc. | 5341902 | NEXMO |
| Vonage Business Inc. | 5277620 | ZEUS |
| Vonage America Inc. | 5296959 | VONAGE |
| Vonage America Inc. | 5296960 |  |
| Vonage America Inc. | 5296961 |  |
| Vonage America Inc. | 5296962 |  |
| Nexmo, Inc. | 4723324 | nexmo |
| Vonage America Inc. | 4625634 | CRAZY GENEROUS |
| Vonage America Inc. | 4585397 | REACHME ROAMING |
| Vonage America Inc. | 4426045 |  |
| Vonage America Inc. | 4261586 |  |
| Vonage America Inc. | 4339317 |  |
| Vonage America Inc. | 4207841 |  |
| Vonage America Inc. | 4350727 | Vonage |
| Vonage America Inc. | 4173062 | Vonage |
| Vonage America Inc. | 4211679 |  |
| Vonage America Inc. | 4343103 |  |
| Vonage America Inc. | 4358392 | VONAGE |
| Vonage America Inc. | 4207840 | VONAGE |
| Vonage America Inc. | 3821774 | VONAGE MOBILE |
| Vonage America Inc. | 3874587 | VONAGE WORLD |
| Vonage America Inc. | 3740428 | VONAGE MOBILE |
| Vonage America Inc. | 3440689 | Vonage |
| Vonage America Inc. | 3687598 |  |

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|----------------------|---------------------|---|
| Vonage America Inc. | 3681594 |  |
| Vonage America Inc. | 3756191 | VONAGE MOBILE |
| Vonage America Inc. | 3341086 | VONAGE SOFTPHONE |
| Vonage America Inc. | 2977878 | SIMULRING |
| Vonage America Inc. | 2938970 | BANDWIDTH SAVER |
| Vonage America Inc. | 2614775 | REDEFINING COMMUNICATIONS |
| Vonage Business Inc. | 4824687 | STRONGCLOUD |
| Vonage Business Inc. | 4974125 | iCore-one |
| Vonage Business Inc. | 4787661 | all-in-one |
| Vonage Business Inc. | 4824688 | CLOUDFUZN |
| Vonage Business Inc. | 5319738 | iCORE NETWORKS |
| TokBox, Inc. | 3512027 | TOKBOX |
| TokBox, Inc. | 4210680 | OPENTOK |
| TokBox, Inc. | 4497515 |  |
| TokBox, Inc. | 4497514 |  |
| Vonage America Inc. | 2614773 | VONAGE |

Trademark Applications:

None.