

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vonage Business 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: 6			
Property Type	Number	Word Mark	
Registration Number:	5277620	ZEUS	
Registration Number:	4824687	STRONGCLOUD	
Registration Number:	4974125	ICORE-ONE	
Registration Number:	4787661	ALL-IN-ONE 1	
Registration Number:	4824688	CLOUDFUZN	
Registration Number:	5319738	ICORE NETWORKS	
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		

CH \$165.00 5277620

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

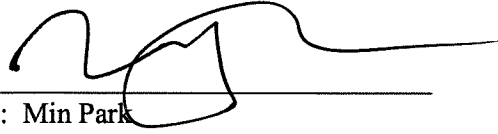
Title: Director

Accepted and Agreed:

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

By: _____

Name: Min Park
Title: Vice President


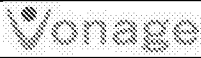








A handwritten signature in black ink, appearing to be 'Min Park', written over a horizontal line. The signature is stylized and extends to the right of the line.




[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006479 FRAME: 0154

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.