

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM509037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tangoe, LLC		11/30/2018	Limited Liability Company: DELAWARE
Tangoe US Inc.		11/30/2018	Corporation: DELAWARE
Mobi Wireless Management, LLC		11/30/2018	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	25 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3286190	ASENTINEL	
Registration Number:	3317777	OPTICAL INVOICE RECOGNITION (OIR)	
Registration Number:	3496668	TOUCHFREETEM	
Registration Number:	4506132	FAMZEE	
Registration Number:	2030118	INTERNODED	
Registration Number:	3453536	COMMCARE	
Registration Number:	3498393	EMS	
Registration Number:	4965163	TANGOE	
Registration Number:	4837681	TANGOE	
Registration Number:	4837682	TANGOE	
Registration Number:	4809675	TANGOE	
Registration Number:	4637605	TANGOE	
Registration Number:	3537104	TANGOE	
Registration Number:	2781611	TANGOE	
Serial Number:	87584291	TANGOE ATLAS	
Registration Number:	5093891	TANGOE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4049832	MOBI
Registration Number:	3813778	MOBI
Registration Number:	3813777	MOBI
Registration Number:	3866639	MOBI
Registration Number:	4163711	MOBI
Registration Number:	4245540	BLUEFISH
Registration Number:	3742853	BLUEFISH WIRELESS MANAGEMENT
Serial Number:	87804086	MOBOTS

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43082 / 081
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	02/07/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 30, 2018 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of in favor of Cortland Capital Market Services LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of November 30, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Tangoe, LLC, a Delaware limited liability company (the "Borrower"), Asentinel Acquisition, LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first-priority Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral") to secure the Secured Obligations:

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration and domain names, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto;
- (b) all Licenses to Trademarks granted to any Pledgor on an exclusive basis, including, without limitation, the Licenses listed on Schedule 1 attached hereto; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

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 Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

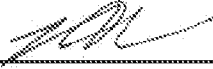
SECTION 7. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

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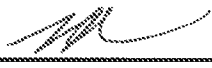
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:


TANGOE, LLC, a Delaware limited liability company

By: 
Name: Matt Johnson
Title: Vice President

TANGOE US, INC., a Delaware corporation

By: 
Name: Matt Johnson
Title: Vice President

MOBI WIRELESS MANAGEMENT, LLC, an Indiana limited liability company

By: 
Name: Matt Johnson
Title: Vice President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Asentinel, LLC ¹ *Entity now known as Tangoe, LLC	ASENTINEL	3286190
Asentinel, LLC ² *Entity now known as Tangoe, LLC	OPTICAL INVOICE RECOGNITION (OIR)	3317777
Asentinel, LLC ³ *Entity now known as Tangoe, LLC	TOUCHFREETEM	3496668 ⁴
Tangoe Inc. *Entity now known as TANGOE US, INC. ⁵	FAMZEE	4506132
Tangoe Inc. *Entity now known as TANGOE US, INC.	INTERNODED	2030118 ⁶
Tangoe US Inc.	COMMCARE	3453536 ⁷
Tangoe US Inc.	EMS	3498393 ⁸
Tangoe US Inc.	TANGOE	4965163
Tangoe US Inc.	TANGOE	4837681
Tangoe US Inc.	TANGOE	4837682

¹ A name change filing to Tangoe US, Inc. was made. If applicable, name change filing to be recorded post-closing with the USPTO.

² A name change filing to Tangoe US, Inc. was made. If applicable, name change filing to be recorded post-closing with the USPTO.

³ A name change filing to Tangoe US, Inc. was made. If applicable, name change filing to be recorded post-closing with the USPTO.

⁴ Registration expired.

⁵ Name change filing to be recorded post-closing with the USPTO.

⁶ Registration expired.

⁷ Registration expired.

⁸ Registration expired.

Tangoe US Inc.	TANGOE	4809675
Tangoe US Inc.	TANGOE	4637605
Tangoe US Inc.	TANGOE 	3537104 ⁹
Tangoe US Inc.	TANGOE	2781611
Tangoe US Inc.	TANGOE ATLAS	Serial No., 87/584291
Tangoe US Inc.	TANGOE Design tangoe	5093891
Mobi Wireless Management, LLC		4,049,832
Mobi Wireless Management, LLC		3,813,778
Mobi Wireless Management, LLC		3,813,777
Mobi Wireless Management, LLC		3,866,639
Mobi Wireless Management, LLC	MOBI	4,163,711
Mobi Wireless Management, LLC	BLUEFISH	4,245,540
Mobi Wireless Management, LLC		3,742,853

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
Mobi Wireless Management, LLC	MOBOTS	87/804,086

⁹ Registration expired.

Domain Names:

Domain Name
1. bluefishwireless.net
2. blueprint-bluefish.com
3. chsoutwardbound.org
4. ibmcmp.com
5. ibmsut.com
6. karo365.com
7. managewith.mobi
8. managewithmobi.com
9. manageyourdevice.com
10. manageyourwireless.com
11. meetaudrey.info
12. mobicanhelp.com
13. mobicompanystore.com
14. mobiemm.com
15. mobimanged.com
16. mobimangement.com
17. mobiwirelessmanagement.com
18. mobiw.co
19. mobiw.com
20. mobiw365.com
21. mobywm.com
22. numberjack.io
23. pgo365.com
24. specializedfulfillment.com
25. sprintminnesotawireless.com
26. sprintspecialfulfill.com
27. thefutureis.mobi
28. thefutureismobi.com
29. thefutureismobi.net
30. thefutureismoby.com
31. thefutureismoby.net
32. untetheredsummit.com
33. untethersummit.com
34. yourally.mobi

35. yourmobileally.com
36. smartusage.net
37. biszee.com
38. tangoe.us
39. tangoecanda.com
40. billingit.com
41. billingit.net
42. tangoe.com
43. mobiperks.mobi
44. mobiwireless.info
45. mobiwirelessmanagement.net
46. mobimanagement.com

Licenses:

None.