

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIRCALL.IO, INC.		04/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor		
Internal Address:	Floor L2, Suite IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6791996	A	
Registration Number:	6791997	THE PHONE SYSTEM FOR MODERN BUSINESS	
Registration Number:	6791998	THE POWER OF CONVERSATION	
Registration Number:	6426912	AIRCALL	
Registration Number:	5405567	AIRCALL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Genevieve Dorment		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125180/87		
NAME OF SUBMITTER:	Genevieve Dorment		
SIGNATURE:	/Genevieve Dorment/		
DATE SIGNED:	04/17/2023		

CH \$140.00 6791996

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), effective as of April 17, 2023, by and among AIRCALL.IO, INC. (the “Grantor”), in favor of and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Lenders party to the Credit Agreement, dated as of April 17, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Pledge and Security Agreement, dated as of April 17, 2023, in favor of the Administrative Agent (as it may be amended, restated, supplemented or otherwise modified from time to time), (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Collateral, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement and to secure the Secured Obligations, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and/or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of Grantor’s Trademarks, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located, including the Trademarks set forth on Schedule A (the “Trademark Collateral”) to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure the prompt and complete payment and performance of the Secured Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Assets.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof.

The Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including a .pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law; Jurisdiction; Consent to Service of Process; WAIVER OF JURY TRIAL. The terms of Sections 7.16, 7.17 and 7.18 of the Security Agreement with respect to governing law, jurisdiction, consent to service of process and waiver of jury trial are incorporated herein by reference, as applicable to this Agreement, *mutatis mutandis*, and the parties hereto agree to such terms.

(Remainder of the page intentionally left blank)

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

Very truly yours,

AIRCALL.IO, INC.

By: Olivier Pailhes

Name: Olivier Pailhes

Title: Chief Executive Officer

ACKNOWLEDGED:

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

By:  _____
Name: Grace Mahood
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008044 FRAME: 0427

Schedule A

Mark	Jurisdiction	Reg. No.	App. No.	Owner
A	United States	6791996	90332692	Aircall.io, Inc.
THE PHONE SYSTEM FOR MODERN BUSINESS	United States	6791997	90332700	Aircall.io, Inc.
THE POWER OF CONVERSATION	United States	6791998	90332709	Aircall.io, Inc.
AIRCALL	United States	6426912	90285746	Aircall.io, Inc.
AIRCALL	United States	5405567	87482979	Aircall.io, Inc.