

PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Vonage Network LLC	05/10/2012

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 38

Property Type	Number
Patent Number:	8073118
Application Number:	13300136
Application Number:	13289563
Application Number:	13244898
Application Number:	13244883
Application Number:	13244890
Application Number:	13241654
Application Number:	13242039
Application Number:	13241792
Application Number:	13242196
Application Number:	13242141
Application Number:	13242369
Application Number:	13242474
Application Number:	13242458
Application Number:	13197571

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Application Number:	13244918
Application Number:	13211557
Application Number:	13292634
Application Number:	13244906
Application Number:	61554210
Application Number:	13236065
Application Number:	13244912
Application Number:	13244827
Application Number:	13309053
Application Number:	13244872
Application Number:	13284275
Application Number:	13324505
Application Number:	13324585
Application Number:	13324666
Application Number:	13340438
Application Number:	13340444
Application Number:	13335108
Application Number:	13334849
Application Number:	13337208
Application Number:	13337211
Application Number:	13337212
Application Number:	13338186
Application Number:	13337086

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
Phone: 214-981-3483  
Email: dclark@sidley.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-37940

NAME OF SUBMITTER: Dusan Clark

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## Patent Security Agreement

**Patent Security Agreement**, dated as of May 10, 2012, by VONAGE NETWORK LLC (the "Pledgor"), 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 Pledgor is a party to a Security Agreement dated July 29, 2011 (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 Pledgor is required to execute and deliver this Patent 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 Pledgor hereby agrees 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 Patent Collateral. The 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 the Pledgor:

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

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents 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 Patent 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 Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent 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, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VONAGE NETWORK LLC,  
as a Pledgor

By: \_\_\_\_\_



Name: Henry Pickens

Title: Assistant Secretary

Accepted and Agreed:

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

By: \_\_\_\_\_

Name:

Title:

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

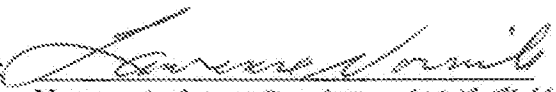
Very truly yours,

VONAGE NETWORK LLC,  
as a Pledgor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

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

By:   
Name: LAWRENCE NORMILE  
Title: VICE PRESIDENT

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations:**

<u>Owner</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Vonage Network LLC	Providing Effective Advertising via Synchronized Telephone and Data Systems	8073118	12/6/2011

**Patent Applications:**

<u>Owner</u>	<u>Description</u>	<u>Appl. No.</u>	<u>Filing Date</u>
Assignment to LLC pending <sup>1</sup>	(unpublished application)	13/300,136	
Assignment to LLC pending	(unpublished application)	13/289,563	
Assignment to LLC pending	(unpublished application)	13/244,898	
Assignment to LLC pending	(unpublished application)	13/244,883	
Assignment to LLC pending	(unpublished application)	13/244,890	
Assignment to LLC pending	(unpublished application)	13/241,654	
Assignment to LLC pending	(unpublished application)	13/242,039	
Assignment to LLC pending	(unpublished application)	13/241,792	
Assignment to LLC pending	(unpublished application)	13/242,196	
Assignment to LLC pending	(unpublished application)	13/242,141	
Assignment to LLC pending	(unpublished application)	13/242,369	
Assignment to LLC pending	(unpublished application)	13/242,474	
Assignment to LLC pending	(unpublished application)	13/242,458	
Assignment to LLC pending	(unpublished application)	13/197,571	
Vonage Network LLC	(unpublished application)	13/244,918	
Vonage Network LLC	(unpublished application)	13/211,557	
Vonage Network LLC	(unpublished application)	13/292,634	
Assignment to LLC pending	(unpublished application)	13/244,906	

<sup>1</sup> Applications with the designation "Assignment to LLC pending" are owned by Vonage Network LLC by virtue of invention assignment provisions in the employment agreements executed by the inventors. These are recently filed applications, thus the paperwork is still being processed by the Company with respect to separate invention assignment agreements to be filed at the USPTO.



<u>Owner</u>	<u>Description</u>	<u>Appl. No.</u>	<u>Filing Date</u>
Unassigned (provisional) <sup>2</sup>	(unpublished application)	61/554,210	
Vonage Network LLC	(unpublished application)	13/236,065	
Assignment to LLC pending	(unpublished application)	13/244,912	
Vonage Network LLC	(unpublished application)	13/244,827	
Vonage Network LLC	(unpublished application)	13/309,053	
Vonage Network LLC	(unpublished application)	13/244,872	
Assignment to LLC pending	(unpublished application)	13/284,275	
Vonage Network LLC	(unpublished application)	13/324,505	
Vonage Network LLC	(unpublished application)	13/324,585	
Vonage Network LLC	(unpublished application)	13/324,666	
Assignment to LLC pending	(unpublished application)	13/340,438	
Assignment to LLC pending	(unpublished application)	13/340,444	
Assignment to LLC pending	(unpublished application)	13/335,108	
Vonage Network LLC	(unpublished application)	13/334,849	
Assignment to LLC pending	(unpublished application)	13/337,208	
Assignment to LLC pending	(unpublished application)	13/337,211	
Assignment to LLC pending	(unpublished application)	13/337,212	
Assignment to LLC pending	(unpublished application)	13/338,186	
Assignment to LLC pending	(unpublished application)	13/337,086	

<sup>2</sup> Applications with the designation "Unassigned (provisional)" are owned by Vonage Network LLC by virtue of invention assignment provisions in the employment agreements executed by the inventors. These applications expire after one year, thus the Company has not filed separate invention assignment agreements with the USPTO.