

## 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	05/20/2013
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: 69	
Property Type	Number
Application Number:	13462423
Application Number:	13190698
Application Number:	13657455
Application Number:	13686716
Application Number:	13669009
Application Number:	13102217
Application Number:	13668278
Application Number:	13668826
Application Number:	13730260
Application Number:	61745926
Application Number:	61740054
Application Number:	13721532
Application Number:	13728441
Application Number:	13728265
Application Number:	13728143

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Application Number:	13711181
Application Number:	13715365
Application Number:	13730519
Application Number:	13730380
Application Number:	13686227
Application Number:	13716541
Application Number:	13717951
Application Number:	13691306
Application Number:	13690994
Application Number:	13690587
Application Number:	13690052
Application Number:	13557507
Application Number:	13538303
Application Number:	13485231
Application Number:	13628999
Application Number:	13628694
Application Number:	13628118
Application Number:	13627641
Application Number:	13591833
Application Number:	13561792
Application Number:	13561697
Application Number:	13561618
Application Number:	13561486
Application Number:	13561391
Application Number:	13561337
Application Number:	61645403
Application Number:	13337088
Application Number:	13671162
Application Number:	13671006
Application Number:	13649847
Application Number:	13673043
Application Number:	13597485
Application Number:	13597916
Application Number:	13597396
Application Number:	13562542

	13569384
Application Number:	13492361
Application Number:	13568416
Application Number:	13550311
Application Number:	13730348
Application Number:	13730325
Application Number:	13730287
Application Number:	13648147
Application Number:	13648129
Application Number:	13362592
Application Number:	13478630
Application Number:	13612339
Application Number:	13211557
Application Number:	13765212
Application Number:	13754106
Application Number:	13754489
Application Number:	13754562
Application Number:	13771711
Application Number:	13754032

#### CORRESPONDENCE DATA

Fax Number: 2149813400

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214-981-3483

Email: dclark@sidley.com

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
Signature:	/Dusan Clark/
Date:	05/20/2013

Total Attachments: 8

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**PATENT**  
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PATENT SECURITY AGREEMENT

**Patent Security Agreement**, dated as of May 20, 2013, 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 PIERON

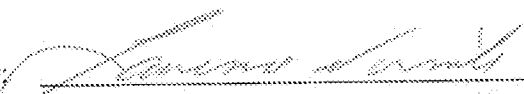
Title: ASST SECRETARY

Signature Page to  
Patent Security Agreement

PATENT  
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Accepted and Agreed:

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

By:   
Name: LAWRENCE NORVILLE  
Title: AUTHORIZED SIGNER

Signature Page to  
Patent Security Agreement



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

Owner	App./Reg. No.	Title
Vonage Network, LLC	13/462,423	Method And Apparatus For Overriding A Call Waiting Telephony Feature
Vonage Network, LLC	13/190,698	Method and Apparatus for VoIP Communication Completion on a Mobile Device
Vonage Network, LLC	13/657,455	Method And System For Customized Caller Identification
Vonage Network, LLC	13/686,716	System For Effecting A Telephone Call Over A Computer Network Without Alphanumeric Keypad Operation
Vonage Network, LLC	13/669,009	Systems And Methods For Terminating Telephony Communications To Mobile Telephony Devices
Vonage Network, LLC	13/102,217	Systems And Methods For Providing Telephony Services
Vonage Network, LLC	13/668,278	Method And Apparatus For Detecting Devices On A Local Area Network
Vonage Network, LLC	13/668,826	Systems And Methods For Terminating Telephony Communications To Mobile Telephony Devices
Unassigned (provisional)	13/730,260	(unpublished application)
Unassigned (provisional)	61/745,926	(unpublished application)
Vonage Network, LLC	61/740,054	(unpublished application)

Owner	App./Reg. No.	Title
Vonage Network, LLC	13/721,532	(unpublished application)
Vonage Network, LLC	13/728,441	(unpublished application)
Vonage Network, LLC	13/728,265	(unpublished application)
Vonage Network, LLC	13/728,143	(unpublished application)
Vonage Network, LLC	13/711,181	(unpublished application)
Vonage Network, LLC	13/715,365	(unpublished application)
Vonage Network, LLC	13/730,519	(unpublished application)
Vonage Network, LLC	13/730,380	(unpublished application)
Vonage Network, LLC	13/686,227	(unpublished application)
Vonage Network, LLC	13/716,541	(unpublished application)
Vonage Network, LLC	13/717,951	(unpublished application)
Vonage Network, LLC	13/691,306	(unpublished application)
Vonage Network, LLC	13/690,994	(unpublished application)
Vonage Network, LLC	13/690,587	(unpublished application)
Vonage Network, LLC	13/690,052	(unpublished application)
Vonage Network, LLC	13/557,507	(unpublished application)
Vonage Network, LLC	13/538,303	(unpublished application)
Vonage Network, LLC	13/485,231	(unpublished application)
Vonage Network, LLC	13/628,999	(unpublished application)
Vonage Network, LLC	13/628,694	(unpublished application)
Vonage Network, LLC	13/628,118	(unpublished application)
Vonage Network, LLC	13/627,641	(unpublished application)
Vonage Network, LLC	13/591,833	(unpublished application)

Owner	App./Reg. No.	Title
Vonage Network, LLC	13/561,792	(unpublished application)
Vonage Network, LLC	13/561,697	(unpublished application)
Vonage Network, LLC	13/561,618	(unpublished application)
Vonage Network, LLC	13/561,486	(unpublished application)
Vonage Network, LLC	13/561,391	(unpublished application)
Vonage Network, LLC	13/561,337	(unpublished application)
Unassigned (provisional)	61/645,403	(unpublished application)
Vonage Network, LLC	13/337,088	(unpublished application)
Vonage Network, LLC	13/671,162	(unpublished application)
Vonage Network, LLC	13/671,006	(unpublished application)
Vonage Network, LLC	13/649,847	(unpublished application)
Vonage Network, LLC	13/673,043	(unpublished application)
Vonage Network, LLC	13/597,485	(unpublished application)
Vonage Network, LLC	13/597,916	(unpublished application)
Vonage Network, LLC	13/597,396	(unpublished application)
Vonage Network, LLC	13/562,542	(unpublished application)
Vonage Network, LLC	13/569,384	(unpublished application)
Vonage Network, LLC	13/492,361	(unpublished application)
Vonage Network, LLC	13/568,416	(unpublished application)
Vonage Network, LLC	13/550,311	(unpublished application)
Vonage Network, LLC	13/730,348	(unpublished application)
Vonage Network, LLC	13/730,325	(unpublished application)
Vonage Network, LLC	13/730,287	(unpublished application)

Owner	App./Reg. No.	Title
Vonage Network, LLC	13/648,147	(unpublished application)
Vonage Network, LLC	13/648,129	(unpublished application)
Vonage Network, LLC	13/362,592	(unpublished application)
Vonage Network, LLC	13/478,630	(unpublished application)
Vonage Network, LLC	13/612,339	(unpublished application)
Vonage Network, LLC	13/211,557	(unpublished application)
Vonage Network, LLC	13/668,278	(unpublished application)
Vonage Network, LLC	13/765,212	(unpublished application)
Vonage Network, LLC	13/754,106	(unpublished application)
Vonage Network, LLC	13/754,489	(unpublished application)
Vonage Network, LLC	13/754,562	(unpublished application)
Vonage Network, LLC	13/771,711	(unpublished application)
Vonage Network, LLC	13/754,032	(unpublished application)