

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5221269

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT REEL/FRAME 041590/0122
RESUBMIT DOCUMENT ID:	505014180
CONVEYING PARTY DATA	
Name	Execution Date
SUNTRUST BANK	07/19/2018
RECEIVING PARTY DATA	
Name:	TORONTO DOMINION (TEXAS) LLC
Street Address:	E&Y TOWER, 222 BAY STREET
Internal Address:	15TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5K 1 A2
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	14271918
Patent Number:	9418218
Patent Number:	9460292
Patent Number:	7106845
Patent Number:	7068772
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:	212.318.6532
Email:	alanagramer@paulhastings.com
Correspondent Name:	ALANA GRAMER
Address Line 1:	200 PARK AVE, 28TH FLOOR
Address Line 2:	C/O PAUL HASTINGS LLP
Address Line 4:	NEW YORK, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	F178197
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/Alana Gramer/

DATE SIGNED:	11/05/2018
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (PATENTS)

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (PATENTS) (this “**Agreement**”) is made and entered into as of July 19, 2018, by SUNTRUST BANK (“**SunTrust**”), as the exiting administrative agent (in such capacity, “**Assignor**”), in favor of TORONTO DOMINION (TEXAS) LLC (“**TD**”), as the successor administrative agent (in such capacity, “**Assignee**”).

WITNESSETH

WHEREAS, Intermedia Holdings, Inc., a Delaware corporation (“**Parent Borrower**”), Intermedia.net, Inc., a Delaware corporation (“**Intermedia**”), Intermedia Voice Services, Inc., a Delaware corporation (“**Intermedia Voice**”) and AccessLine Communications Corporation (“**AccessLine**” and collectively with the Parent Borrower, Intermedia, Intermedia Voice and each wholly-owned Restricted Subsidiary that is a party thereto from time to time as a borrower, the “**Borrowers**” and each a “**Borrower**”), Ivy Intermediate Holdings, Inc., a Delaware corporation (“**Holdings**”), the other Guarantors party thereto from time to time, Assignor, in its capacity as administrative agent, and the Lenders and other parties from time to time party thereto are parties to that certain First Lien Credit Agreement, dated as of February 1, 2017 (the “**Existing Credit Agreement**”);

WHEREAS, the Borrowers, Holdings, the Guarantors, Assignor, Assignee and the other parties signatories thereto are parties to the Amendment to Existing Credit Agreement, dated as of the date hereof (the “**Amendment**”), pursuant to which, *inter alia*, the parties thereto agreed to amend and restate the Existing Credit Agreement in the form of the Amended and Restated Credit Agreement, dated as of the date hereof (the “**Restated Credit Agreement**”) by and among the Borrowers, Holdings, the Guarantors, Assignor, as resigning administrative agent, Assignee, as successor administrative agent, and the other parties party thereto from time to time;

WHEREAS, Assignor is party to that certain First Lien Patent Security Agreement, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Patent Security Agreement**”), among Intermedia, Accessline (together with Intermedia, collectively, the “**Grantors**”) and Assignor;

WHEREAS, pursuant to the Patent Security Agreement, each Grantor has granted to Assignor a security interest in all of its right, title and interest in and to certain Patent Collateral owned by such Grantor including, without limitation, a continuing security interest in and to the patents and patent applications listed on **Schedule I** hereto (collectively, the “**Collateral**”);

WHEREAS, pursuant to Amendment, Assignor resigned as administrative agent under the Loan Documents and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent under the Restated Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest under the Patent Security Agreement, including, without limitation, Assignor’s security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Patent Security Agreement, as applicable.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, without recourse, representation or warranty, all of its right, title and interest in and to the Patent Security Agreement, without limitation, its security interest in the Collateral, and Assignee does hereby accept and assume all of such right, title, interest and security interests.

3. Acknowledgment of Grantors. Each Grantor hereby (i) confirms its grant to Assignee of a security interest in the Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Restated Credit Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in the Collateral are more fully set forth in the Patent Security Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

SUNTRUST BANK, as the exiting
administrative agent

By: 

Name: Nicholas Hahn

Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

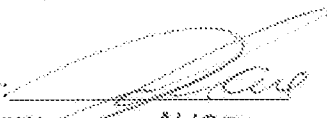
ASSIGNOR:

SUNTRUST BANK, as the exiting
administrative agent

By: _____
Name :
Title:

ASSIGNEE:

TORONTO DOMINION (TEXAS) LLC,
as the successor administrative agent

By: 
Name: ALICE MARE
Title: AUTHORIZED SIGNATORY

Acknowledged and agreed to as of
the date first written above:

INTERMEDIA.NET, INC.

By: _____
Name:
Title:

**ACCESSLINE COMMUNICATIONS
CORPORATION**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

SUNTRUST BANK, as the exiting
administrative agent

By: _____
Name :
Title:

ASSIGNEE:

TORONTO DOMINION (TEXAS) LLC,
as the successor administrative agent

By: _____
Name:
Title:

Acknowledged and agreed to as of
the date first written above:

INTERMEDIA.NET, INC.

By: 
Name: Michael Gold
Title: President and Chief Executive Officer

**ACCESSLINE COMMUNICATIONS
CORPORATION**

By: 
Name: Michael Gold
Title: President and Chief Executive Officer

SCHEDULE I**PATENTS***U.S. Patents and Patent Applications*

Title	Owner	Application No.	Filing Date	Patent No.	Issue Date
CLIENT-SIDE ENCRYPTION	Intermedia.net, Inc.	14271918	5/7/2014		
DYNAMIC RENDERING OF A DOCUMENT OBJECT MODEL	Intermedia.net, Inc.	14940434	11/13/2015	9418218	8/16/2016
DYNAMIC RENDERING OF A DOCUMENT OBJECT MODEL	Intermedia.net, Inc.	13774752	2/22/2013	9460292	10/4/2016
DYNAMIC SECURITY SYSTEM AND METHOD, SUCH AS FOR USE IN A TELECOMMUNICATIONS SYSTEM	AccessLine Communications Corporation	09604283	6/26/2000	7106845	9/12/2006
ECONOMICAL CALL PROCESSING SYSTEM AND METHOD, SUCH AS FOR PROVIDING ONE-NUMBER TELECOMMUNICATION SERVICES	AccessLine Communications Corporation	10911213	8/3/2004	7068772	6/27/2006

INTERNAL FOLDER SHARING	Intermedia.net, Inc.	14271846	5/7/2014		
NATIVE APPLICATION SINGLE SIGN- ON	Intermedia.net, Inc.	14556391	12/1/2014	9432334	8/30/2016
NATIVE APPLICATION SINGLE SIGN- ON	Intermedia.net, Inc.	15219687	7/26/2016		
SECURE SYNCHRONIZ ATION OF FILES	Intermedia.net, Inc.	14271798	5/7/2014		