

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5517041

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SUPER SENIOR PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FUSION COMMUNICATIONS, LLC	05/09/2019
FUSION PM HOLDINGS, INC.	05/09/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
<b>Street Address:</b>	50 SOUTH SIXTH STREET, SUITE 1290
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8219652
Patent Number:	9697210
Patent Number:	8577002
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)494-7512
<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>	
<b>Phone:</b>	202-370-4756
<b>Email:</b>	ipteam@cogencyglobal.com
<b>Correspondent Name:</b>	JAY DASILVA
<b>Address Line 1:</b>	1025 VERMONT AVE NW, SUITE 1130
<b>Address Line 2:</b>	COGENCY GLOBAL INC.
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	1080777 PAT IPSA
<b>NAME OF SUBMITTER:</b>	SONYA JACKMAN
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	05/10/2019
<b>Total Attachments: 5</b>	
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**SUPER SENIOR PATENT SECURITY AGREEMENT**, dated as of May 9, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made among **THE ENTITIES IDENTIFIED AS GRANTORS ON THE SIGNATURE PAGES HERETO** (collectively, the “**Grantors**”) and WILMINGTON TRUST, NATIONAL ASSOCIATION (“**Wilmington Trust**”), as Collateral Agent for the Secured Parties.

**WHEREAS**, the Grantors are party to the Super Senior Pledge and Security Agreement, dated as of May 9, 2019 (the “**Pledge and Security Agreement**”), among Fusion Connect, Inc., a Delaware corporation, the other Grantors party thereto from time to time and Wilmington Trust, as Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment and performance in full of the Secured Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”): (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule A under the heading “Patents and Patent Applications”, (b) all rights and privileges arising under applicable law with respect to such Grantor’s use of any patents, (c) all inventions and improvements described and claimed therein, (d) all reissues, divisions, continuations, renewals, extensions, reexaminations, supplemental examinations, inter partes reviews, adjustments and continuations-in-part thereof and amendments thereto, (e) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing including damages and payments for past, present or future infringements thereof, (f) all rights corresponding thereto throughout the world, including the right to prevent others from making, having made, using, selling, offering to sell, importing or exporting the inventions claimed therein and (g) rights to sue for past, present or future infringements thereof.

Notwithstanding anything herein to the contrary, if, for so long and to the extent as any such asset constitutes Excluded Property, the security interest granted under this Section 2 shall not attach to, and the Patent Collateral shall not include, such asset, provided, however, that the security interest granted under this Section 2 shall immediately attach to, and the Patent Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be Excluded Property.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

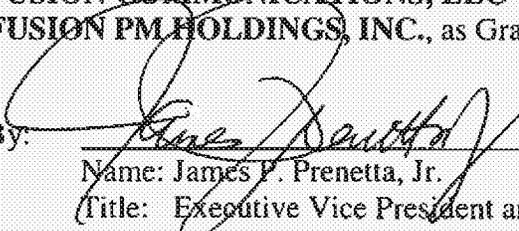
**SECTION 5. Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**FUSION COMMUNICATIONS, LLC**  
**FUSION PM HOLDINGS, INC., as Grantors**

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

  
Name: James P. Prenetta, Jr.

Title: Executive Vice President and General Counsel

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

By

Name:

Title:

  
Jeffery Rose  
Vice President

[Signature Page to Super Senior Patent Security Agreement]

**PATENT**  
**REEL: 049148 FRAME: 0799**

**SCHEDULE A**  
**to**  
**SUPER SENIOR PATENT SECURITY AGREEMENT**

Patent and Patent Applications

Patents

Registered Owner	Patent	Application No./Registration No.	Application Date/Registration Date	Expiration Date
Fusion Communications, LLC	Client Application	12369185 / 8219652	02/11/2009/ 07/10/2012	N/A
Fusion Communications, LLC	Data Storage Testing	12493546 / 9697210	06/29/2009/ 07/04/2017	N/A
Fusion PM Holdings, Inc. (f/k/a Primus Holdings, Inc.)	Call Screening System and Method	12/673,377 / 8577002 (US)	02/18/2011/ 11/05/2013	N/A