

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5779435

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DIGIUM, INC.	10/17/2019
RECEIVING PARTY DATA		
Name:	THE TORONTO-DOMINION BANK, AS AGENT	
Street Address:	66 WELLINGTON STREET WEST	
Internal Address:	9TH FLOOR	
City:	TORONTO	
State/Country:	ONTARIO	
Postal Code:	M5K 1A2	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	11585787
CORRESPONDENCE DATA		
Fax Number:	(888)829-5819	
<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:	3122883586	
Email:	CLS-ResultsChicagoUCC@wolterskluwer.com	
Correspondent Name:	NANCY HELM BROWN	
Address Line 1:	2929 ALLEN PKWY	
Address Line 2:	SUITE 3300	
Address Line 4:	HOUSTON, TEXAS 77019	
NAME OF SUBMITTER:	GREGORY T. PEALER	
SIGNATURE:	/Gregory T. Pealer/	
DATE SIGNED:	10/21/2019	
Total Attachments: 6		
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source=IP Filing#page5.tif		

PATENT COLLATERAL AGREEMENT

This 17th day of October, 2019, Digium, Inc., a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 455 Jan Davis Dr. NW, Huntsville, Alabama 35806, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to The Toronto-Dominion Bank, with its mailing address at 66 Wellington Street West, 9th Floor, Toronto, Ontario M5K 1A2, acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (The Toronto-Dominion Bank acting as such administrative agent and any successor(s) or assign(s) to The Toronto-Dominion Bank acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Patent Collateral*"):

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any patent or patent application listed on Schedule A hereto, in each case together with the right but not obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other debtors party thereto from time to time and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). Except as otherwise defined herein, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement.

Debtor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Patent Collateral are as provided by the

Security Agreement and the related documents, and nothing in this Patent Collateral Agreement shall be deemed to limit such rights and remedies.

This Patent Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Patent Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Patent Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

DIGIUM, INC.

By 

Name: William Wignall

Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

THE TORONTO-DOMINION BANK, as Agent

By _____

Name _____

Title _____

By _____

Name _____

Title _____

[Signature Page to Patent Collateral Agreement - Digium, Inc.]

PATENT

REEL: 050779 FRAME: 0644


IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

DIGIUM, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

THE TORONTO-DOMINION BANK, as Agent

By  _____
Name Emilia Casado
Title Vice President, Loan Syndications Agency

By _____
Name _____
Title _____

**SCHEDULE A
TO
PATENT COLLATERAL AGREEMENT**

PENDING U.S. PATENT APPLICATION NUMBERS

PENDING U.S. PATENT APPLICATION NUMBER	TITLE OF APPLICATION	INVENTOR	FILING DATE
11/585,787	BRANCH EXCHANGE METHODS AND APPARATUSES FOR SWITCHING TELECOMMUNICATION SIGNALS	MARK A. SPENCER AND MICHAEL W. MORRIS	24 Oct 2006