

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fusion NBS Acquisition Corp.		08/28/2015	CORPORATION:
Fusion Telecommunications International, Inc.		08/28/2015	CORPORATION:
Network Billing Systems, L.L.C.		08/28/2015	LIMITED LIABILITY COMPANY:
PingTone Communications, Inc.		08/28/2015	CORPORATION:
Fusion BVX LLC		08/28/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	19900 MacArthur Boulevard		
Internal Address:	12th Floor		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Commercial Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3264612	V.O.I.C.E. THE ONE THAT WORKS!	
Registration Number:	2970850	FUSION TELECOM	
Serial Number:	86281292	FUSION	
Serial Number:	86281295	FUSION	
Serial Number:	86281300	CLEAR CONNECTIONS IN THE CLOUD	
Registration Number:	2880663	PINGTONE COMMUNICATIONS	
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>			
Email:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		
TRADEMARK			

OP \$165.00 3264612

Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 6600
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	41907-0025
NAME OF SUBMITTER:	Rebecca Floren
SIGNATURE:	/s/ Rebecca Floren
DATE SIGNED:	08/31/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of August 28, 2015, is made by FUSION NBS ACQUISITION CORP., a Delaware corporation (the “*Borrower*”), FUSION TELECOMMUNICATIONS INTERNATIONAL, INC., a Delaware corporation (“*Fusion*”), NETWORK BILLING SYSTEMS, L.L.C., a New Jersey limited liability company (“*Network*”), PINGTONE COMMUNICATIONS, INC., a Delaware corporation (“*PingTone*”), and FUSION BVX LLC, a Delaware limited liability company (“*BVX*”, and, together with Borrower, Fusion, Network and PingTone, collectively the “*Grantors*” and each individually, a “*Grantor*”), in favor of OPUS BANK, a California commercial bank (in its capacity as Administrative Agent under the Credit Agreement defined below, “*Administrative Agent*”), as Administrative Agent under that certain Credit Agreement dated as of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) by and among Borrower, Administrative Agent and the Lenders from time to time party thereto (the “*Lenders*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders, each Grantor has executed and delivered that certain General Security Agreement dated as of the date hereof by and among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted a security interest in, among other property, certain intellectual property of such Grantor to the Administrative Agent, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent a security interest in and to all of Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the United States, international and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement, an “*IP Security Agreement Supplement*”), executed and delivered by such Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “*Patents*”);

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be

supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the “*Trademarks*”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent-to-use trademarks, prior to the filing of a “Statement of Use” with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Grantor therein).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of the Obligations (as defined in the Credit Agreement) and the Obligations (as defined in the Guaranty) of each Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York without regard to principles of conflict of law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

c/o Fusion Telecommunications
International, Inc.
420 Lexington Avenue, Suite 1718
New York, NY 10170
Attention: General Counsel

FUSION NBS ACQUISITION CORP., a
Delaware corporation, as a Grantor

By: *Gordon Hutchins, Jr.*
Name: *Gordon Hutchins, Jr.*
Its: *President & COO*

**FUSION TELECOMMUNICATIONS
INTERNATIONAL, INC.,** a Delaware
corporation, as a Grantor

By: *Gordon Hutchins, Jr.*
Name: *Gordon Hutchins, Jr.*
Its: *President & COO*

NETWORK BILLING SYSTEMS, L.L.C.,
a New Jersey limited liability company, as a
Grantor

By: *Gordon Hutchins, Jr.*
Name: *Gordon Hutchins, Jr.*
Its: *Executive Vice President*

PINGTONE COMMUNICATIONS, INC., a
Delaware corporation, as a Grantor

By: *Gordon Hutchins, Jr.*
Name: *Gordon Hutchins, Jr.*
Its: *President & COO*

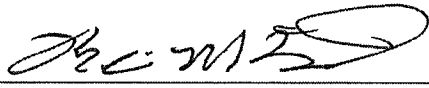
FUSION BVX LLC, a Delaware limited
liability company, as a Grantor

By: *Gordon Hutchins, Jr.*
Name: *Gordon Hutchins, Jr.*
Its: *President*

INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, the Administrative Agent has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OPUS BANK, as Administrative Agent

By: 

Name: Kevin P. McBride

Its: Senior Managing Director

Address for Notices:

19900 MacArthur Boulevard
12th Floor
Irvine, California 92612
Attn: Credit Administration

**Schedule A to the
IP Security Agreement**

PATENTS:

None.

**Schedule B to the
IP Security Agreement**

TRADEMARKS

Trademark	Filing Date	Serial No	Reg Date	Reg No	Owner
V.O.I.C.E the one that Works!			7/17/2007	3264612	Network Billing Systems, L.L.C.
Fusion Telecom			7/19/2005	2970850	Fusion Telecommunications International, Inc.
FUSION	5/14/2014	86281292			Fusion Telecommunications International, Inc.
FUSION	5/14/2014	86281295			Fusion Telecommunications International, Inc.
CLEAR CONNECTIONS IN THE CLOUD	5/14/2014	86281300		4,775,318	Fusion Telecommunications International, Inc.
PingTone Communications			9/7/2007	2880663	PingTone Communications, Inc.

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

None.

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