

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opus Bank		11/14/2016	Commercial Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fusion NBS Acquisition Corp.		
Street Address:	420 Lexington Avenue, Suite 1718		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10170		
Entity Type:	Corporation: DELAWARE		
Name:	Fusion Telecommunications International, Inc.		
Street Address:	420 Lexington Avenue, Suite 518		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10170		
Entity Type:	Corporation: DELAWARE		
Name:	Network Billing Systems, L.L.C.		
Street Address:	155 Willowbrook Boulevard		
City:	Wayne		
State/Country:	NEW JERSEY		
Postal Code:	07470		
Entity Type:	Limited Liability Company: NEW JERSEY		
Name:	Pingtone Communications, Inc.		
Street Address:	13921 Park Center Road		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20171		
Entity Type:	Corporation: DELAWARE		
Name:	Fusion BVX LLC		
Street Address:	420 Lexington Avenue, Suite 1718		
City:	New York		

CH \$165.00 3264612

State/Country:	NEW YORK
Postal Code:	10170
Entity Type:	Limited Liability Company: DELAWARE

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: 4048538806

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.

Phone: 404.853.8000

Email: julie.murphy@sutherland.com

Correspondent Name: Sutherland Asbill & Brennan LLP

Address Line 1: 999 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309-3996

NAME OF SUBMITTER: Sidney Simms, Jr.

SIGNATURE: /Sidney Simms, Jr./

DATE SIGNED: 11/16/2016

Total Attachments: 4

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of November 14, 2016, (this "Termination and Release") is from **OPUS BANK**, a California commercial bank ("Opus") to **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"), **FUSION BVX LLC**, a Delaware limited liability company ("BVX"), **FIDELITY ACCESS NETWORKS, LLC**, an Ohio limited liability company ("FANL"), Fidelity Connect LLC, an Ohio limited liability company ("FCL"), **FIDELITY VOICE SERVICES, LLC**, an Ohio limited liability company ("FVS"), **FIDELITY ACCESS NETWORKS, INC.**, an Ohio corporation ("FANI"), and **FIDELITY TELECOM, LLC**, an Ohio limited liability company ("FTL", and together with Borrower, Fusion, Network, PingTone, BVX, FANL, FCL, FVS, and FANI collectively the "Grantors" and each individually, a "Grantor").

WITNESSETH:

WHEREAS, pursuant to the (i) Credit Agreement, dated as August 28, 2015 (the "Original Credit Agreement"), by and among Borrower, Opus, in its capacity as administrative agent, and the Lenders from time to time party thereto, (ii) Amended and Restated Credit Agreement, dated as December 8, 2015 (the "A&R Credit Agreement" and together with the Original Credit Agreement, collectively, the "Credit Agreements"), by and among Borrower, Opus, in its capacity as administrative agent, and the Lenders from time to time party thereto, and (iii) Intellectual Property Security Agreement, dated as of August 8, 2015 (as amended, restated, supplemented or otherwise modified, the "IP Security Agreement"), by and among certain Grantors and Opus, certain Grantors granted to Opus a security interest (the "Security Interest") in the Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office on August 31, 2015 on Reel/Frame No. 005611/0961; and

WHEREAS, Opus desires to terminate and release the entirety of the Security Interest in the Collateral since all the Obligations of the Grantors under the Loan Documents (as defined in the Credit Agreements) have been paid in full and are no longer outstanding.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Opus hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.
2. Release of Security Interest. Opus hereby terminates, releases, and discharges the Security Interest in the Collateral, including the Trademarks listed in Exhibit 1 attached hereto.

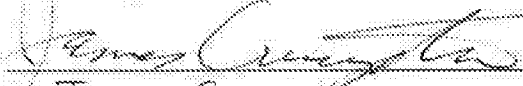
In addition, (i) any and all right, title, or interest of Opus in the Collateral and all proceeds thereof, including without limitation the goodwill of the business connected with the use of, and symbolized by, the Collateral, (ii) any and all causes of action which may exist by reason of infringement of the Collateral, (iii) any and all rights Opus may have to licenses or rights granted under the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights and (iv) any and all amendments, renewals, reissuances and replacements of the Collateral, shall be released, and hereby cease and become void.

3. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without giving regard to any conflict of laws provision that would cause the application of the laws of any jurisdiction other than the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Intellectual Property by its duly authorized officers as of the date first written above.

OPUS BANK, as Administrative Agent

By: 
Name: James Crompton
Title: SVP, Senior Credit Administrator

Address for Notices:

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

Exhibit 1 - 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.