

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norstan Communications, Inc.		03/31/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2459160	CONFERENCE POINT	
Registration Number:	2524455	CONFERENCEPOINT.COM	
Registration Number:	2519217	PROTECNET	
Registration Number:	6004203	SIMPLEDGE	
Registration Number:	2727815	INNERWIRELESS	
Registration Number:	5340647	BMIGRATE	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	3122883549		
Email:	susan.jacoby@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle Street		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Magdalena Lazarz/		
SIGNATURE:	/Magdalena Lazarz/		
DATE SIGNED:	04/12/2021		

OP \$165.00 2459160

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Norstan Communications, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Minnesota
 Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 3/31/2021

- Assignment Merger
 Security Agreement Change of Name
 Other Trademark Collateral Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank, National Association

Street Address: 38 Fountain Square Plaza

City: Cincinnati

State: OH

Country: USA Zip: 45263

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A to Trademark Collateral Agreement

B. Trademark Registration No.(s)

See Schedule A attached to Trademark Collateral Agreement

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached to Trademark Collateral Agreement

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Magdalena Lazarz

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3408

Docket Number: _____

Email Address: mlazarz@chapman.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Magdalena Lazarz

3/31/2021

Signature

Date

Magdalena Lazarz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK COLLATERAL AGREEMENT

This 31st day of March, 2021, Norstan Communications, Inc., a Minnesota corporation (“*Debtor*”), with its principal place of business and mailing address at 1000 Park Drive, Lawrence, Pennsylvania 15055, 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 as collateral security to Fifth Third Bank, National Association (“*Fifth Third*”), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the “*Administrative Agent*”), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Security Agreement dated as of March 31, 2021 by and among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

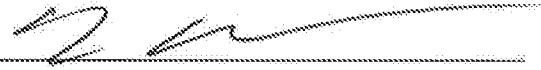
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark 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.

[SIGNATURE PAGE TO FOLLOW]

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

NORSTAN COMMUNICATIONS, INC.


By 
Name: Keith A. Pado
Title: President and Secretary

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT ---NORSTAN COMMUNICATIONS, INC.]

TRADEMARK
REEL: 007253 FRAME: 0092

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

FIFTH THIRD BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By 
Name Susan Gill
Title Senior Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
CONFERENCE POINT	2,459,160	06/12/2001
CONFERENCEPOINT.COM	2,524,455	01/01/2002
PROTECNET	2,519,217	12/18/2001
SimplEdge	6,004,203	03/03/2020
INNERWIRELESS	2,727,815	06/17/2003
bMIGRATE	5,340,647	11/21/2017