

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RINGCENTRAL, INC.		11/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	NC1-026-06-09; 900 W TRADE ST		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4396077	ATTENDIFY	
Registration Number:	5327163	ATTENDIFY	
Registration Number:	5667176	ATTENDIFY AUDIENCES	
Registration Number:	5667177	ATTENDIFY AUDIENCES	
Registration Number:	4690566	BOOMSET	
Registration Number:	5439533	TT	
Serial Number:	98199272	RINGCENTRAL	
Serial Number:	98151203	RINGCENTRAL	
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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2186343 TM		
NAME OF SUBMITTER:	DEVON FORESTER		

OP \$215.00 4396077

SIGNATURE:	/DEVON FORESTER/
DATE SIGNED:	11/29/2023
Total Attachments: 5 source=RingCentral - Trademark Security Agreement No. 3 Filing#page2.tif source=RingCentral - Trademark Security Agreement No. 3 Filing#page3.tif source=RingCentral - Trademark Security Agreement No. 3 Filing#page4.tif source=RingCentral - Trademark Security Agreement No. 3 Filing#page5.tif source=RingCentral - Trademark Security Agreement No. 3 Filing#page6.tif	

SHORT FORM
TRADEMARK SECURITY AGREEMENT NO. 3

This TRADEMARK SECURITY AGREEMENT NO. 3 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated November 27, 2023, is made by the Person listed on the signature page hereof (the “Grantor”) in favor of BANK OF AMERICA, N.A. (“Bank of America”) as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the “Collateral Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement referred to therein.

WHEREAS, RingCentral, Inc., a Delaware corporation (the “Borrower”), each Lender from time to time party thereto and Bank of America, as Administrative Agent and Collateral Agent have entered into that certain Credit Agreement, dated as of February 14, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of February 14, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations, from time to time under the terms of the Credit Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to all of the Grantor’s registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the

fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Trademark Security Agreement shall become effective when the Collateral Agent shall have received a counterpart of this Trademark Security Agreement that bears the signature of the Grantor, and the Collateral Agent has executed a counterpart hereof. This Trademark Security Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each party hereto agrees that any Electronic Signature on or associated with this Trademark Security Agreement shall be valid and binding on such Person to the same extent as a manual, original signature, and will constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with the terms hereof to the same extent as if a manually executed original signature was delivered. Notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

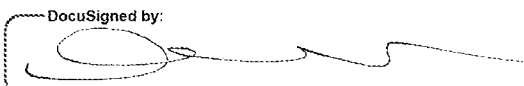
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Signature Pages Follow]

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

RINGCENTRAL, INC.,
as the Grantor

By:  _____
DocuSigned by:
E01D1394A9A54C7...
Name: Sonalee Parekh
Title: Chief Financial Officer

[Signature Page to Short Form Trademark Security Agreement No. 3]

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Carolen Alfonso
Title: Assistant Vice President

[Signature Page to Short Form Trademark Security Agreement No. 3]

TRADEMARK
REEL: 008271 FRAME: 0800

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner	Mark	Registration/Application Number	Registration Date/Application Filing Date
RingCentral Florida, LLC	ATTENDIFY	US 4396077	09/03/2013
RingCentral Florida, LLC	ATTENDIFY (Stylized)	US 5327163	11/07/2017
RingCentral Florida, LLC	ATTENDIFY AUDIENCES	US 5667176	01/29/2019
RingCentral Florida, LLC	ATTENDIFY AUDIENCES	US 5667177	01/29/2019
RingCentral Florida, LLC	BOOMSET	US 4690566	02/24/2015
RingCentral Florida, LLC	TT (Stylized & Design in Color)	US 5439533	04/03/2018
RingCentral, Inc.	RINGCENTRAL	US 98199272	09/27/2023
RingCentral, Inc.	RINGCENTRAL	US 98151203	08/25/2023