TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM524762

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Supplemental Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plantronics, Inc.		05/21/2019	Corporation: DELAWARE
Polycom, Inc.		05/21/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1525 W W T Harris Blvd., Floor 01
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262-8522
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark	
Serial Number:	88343340	POLY	
Serial Number:	88343341	POLY	
Serial Number:	88343344	POLY	
Serial Number:	88343337	POLY	
Serial Number:	88343346	POLY	
Serial Number:	88343349	POLY	
Serial Number:	88343347	POLY	
Serial Number:	88343345	POLY	
Serial Number:	88320811		
Serial Number:	88415016	POLY STUDIO	
Serial Number:	88413432	POLY ELARA	

CORRESPONDENCE DATA

Fax Number:

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: 614-280-3566

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

TRADEMARK

REEL: 006652 FRAME: 0168 900499715

	Corporation olumbus, OHIO 43219
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/23/2019
Total Attachments: 6	
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source=Plantronics - Supplemental Trademark Security Agreement (May 2019)#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
1. Plantronics, Inc.	Additional names, addresses, or citizenship attached?
2. Polycom, Inc.	Name: Wells Fargo Bank, National Association
Individual(s) Association	Street Address: 1525 W W T Harris Blvd., Floor 01
Partnership Limited Partnership	
★ Corporation- State: 1. DE; 2. DE	
Other	
Citizenship (see guidelines) USA	Country:USA Zip: 28262-8522
Additional names of conveying parties attached? Yes X No	Individual(s) Citizenship
	Portnership Office Li
3. Nature of conveyance/Execution Date(s):	
Execution Date(s)May 21, 2019	Limited Partnership Citizenship Corporation Citizenship
Assignment Merger	Other Citizenship
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic
Other Supplemental Security Agreement	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	B. Trademark Registration No.(s)
See Schedule I	See Schedule I
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? X Yes No
canal ming	bate in Application of Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and
Name: Elaine Carrera, Legal Assistant	registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
	(, , , , , , , , , , , , , , , , , , ,
Street Address: c/o Cahill Gordon & Reindel LLP	Authorized to be charged to deposit account
80 Pine Street	. Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3365	
Docket Number:	Deposit Account Number
Email Address: ecarrera@cahill.com	Authorized User Name
9. Signature: Slaine (a	May 23, 2019
Signature	Date
Elaine Carrera	Total number of pages including cover sheet, attachments, and document: 6
Name of Person Signing	sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2019, made by each of the undersigned grantors (individually, a "<u>Grantor</u>", and, collectively, the "<u>Grantors</u>"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of July 2, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Supplemental Trademark Security Agreement (this "Supplemental Trademark Security Agreement");

Now, Therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. As security for the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:
- (a) Trademarks of such Grantor, including those Trademarks applied for or registered with the United States Patent and Trademark Office listed on Schedule I attached hereto;
 - (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (collectively, the "<u>Trademark Collateral</u>"; <u>provided</u>, "Trademark Collateral" shall not include any Excluded Property).

As security for the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademark Collateral of such Grantor or in which such Grantor has any rights.

- SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- SECTION 4. <u>Termination</u>. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Supplemental Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

PLANTRONICS, INC.

By:

Name: Mary Huser

Mary Huser

Title: Executive Vice President, Chief Legal

and Compliance Officer

POLYCOM, INC.

By:

Mary Huser

Name: Mary Huser

Title: Senior Vice President, General Coun-

sel and Secretary

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent $\,$

as Administrative Agent

By: Just Mas

Name: Jesse Mason Title: Director

SCHEDULE I

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations:

None.

U.S. Trademark Applications:

Owner	Trademark	Status	Application	Application
		Status	Date	Number
Plantronics, Inc.	POLY	Pending ITU	Mar-17-2019	88343340
Plantronics, Inc.	POLY	Pending ITU	Mar-17-2019	88343341
Plantronics, Inc.	POLY	Pending ITU	Mar-17-2019	88343344
Plantronics, Inc.	POLY	Pending ITU	Mar-17-2019	88343337
Plantronics, Inc.	Poly and Propeller Design - Black and White	Pending ITU	Mar-17-2019	88343346
Plantronics, Inc.	Poly and Propeller Design - Black and White	Pending ITU	Mar-17-2019	88343349
Plantronics, Inc.	Poly and Propeller Design - Black and White	Pending ITU	Mar-17-2019	88343347
Plantronics, Inc.	Poly and Propeller Design - Black and White	Pending ITU	Mar-17-2019	88343345
Plantronics, Inc.	Propeller Design	Pending ITU	Feb-28-2019	88320811
Plantronics, Inc.	POLY STUDIO	Pending ITU	May-3-2019	88415016
Plantronics, Inc.	POLY ELARA	Pending ITU	May-2-2019	88413432

RECORDED: 05/23/2019