

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telx Communications Corporation		12/01/2000	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Telx Group, Inc.		
Street Address:	1 State Street		
Internal Address:	21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2653237	TELX	
Registration Number:	2718197	MANAGED HUB	
CORRESPONDENCE DATA			
Fax Number:	(215)832-5767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	One Logan Square		
Address Line 2:	9th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	525237-01111		
NAME OF SUBMITTER:	David M. Perry		

CH \$65.00 2653237

Signature:	/David M. Perry/
Date:	12/03/2008
Total Attachments: 7 source=Telx - Redacted Assignment Document#page1.tif source=Telx - Redacted Assignment Document#page2.tif source=Telx - Redacted Assignment Document#page3.tif source=Telx - Redacted Assignment Document#page4.tif source=Telx - Redacted Assignment Document#page5.tif source=Telx - Redacted Assignment Document#page6.tif source=Telx - Redacted Assignment Document#page7.tif	

[REORG-Assn-Assmp-60Hudson-Leases+OthrAssts]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE (this "Assignment Agreement") is entered into as of December 1, 2000 by and between tel^x Communications Corporation, a Delaware corporation ("Seller"), and Colo Properties, Inc., a Delaware corporation ("CPI Purchaser") and The tel^x Group, Inc., a Delaware corporation ("Parent"). Parent and Purchaser are collectively defined as the "Purchasers."

WHEREAS, Seller and Purchaser are affiliate companies, and are both direct wholly-owned subsidiaries of Parent, which owns all of the issued and outstanding shares of capital stock of each of the Seller and Purchaser;

WHEREAS, Parent and Seller have agreed that Seller shall assign to Parent certain colocation licenses currently between Seller and various colocation clients, as well as certain other fixed and intangible assets and financial instruments, and in such regard Parent and Seller shall effect such assignments pursuant to this Assignment Agreement (together with any mutually agreed to supplement hereto).

WHEREAS, Seller desires to sell, transfer, convey, assign and deliver to Purchasers the respective assets described below and Purchasers desire to accept the sale, transfer, conveyance, assignment and delivery thereof, and in connection therewith, CPI Purchaser and Parent have agreed to respectively assume certain contractual obligations and indebtedness of Seller (including without limitation in the case of the CPI Purchaser all "Tenant" obligations under the Leases assigned hereby), all on the terms set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, (i) Seller hereby irrevocably sells, transfers, conveys, assigns and delivers (x) to *CPI Purchaser*, on an "as-is, where-is basis," all of Seller's right, title and interest in, to and under the Leases and Associated Improvements of Seller; and (y) to *Parent* all of Seller's right, title and interest in and to the Colo Licenses and certain other fixed assets, intangibles and financial instruments (all as described below) (the Leases, Associated Improvements, Colo Licenses, Office Furniture and other fixed and intangible assets and financial instruments, collectively, the "Acquired Assets"), all as the same shall exist on the date hereof, and no others, all as further described in Section 1, below, TO HAVE AND TO HOLD the same unto Purchasers, their respective successors and assigns, forever; and (ii) Purchasers hereby agree and undertake from and after the date hereof, subject to the limitations contained herein, to assume and pay, perform and discharge when due their respective Assumed Liabilities.

REDACTED

1. Acquired Assets; Assumed Liabilities.

REDACTED

REDACTED

a) Additional Acquired Assets:

Intangible Assets—trade name, trademarks/service marks, patents, domain name--
REDACTED

Fixed Assets—Computer Equipment: REDACTED

Financial Instruments—

REDACTED

b) Assumption of Certain Liabilities:

REDACTED

The Parent shall be fully responsible for those obligations listed above as *Assumption of Certain Liabilities*. Seller represents to Parent that the dollar amounts listed with respect to such *Certain Liabilities* are true and accurate

The Purchase Price to be paid to Seller with respect to the Leases, Associated Improvements, Colo Licenses, Office Furniture and Additional Acquired Assets has been determined by each of Purchaser and Seller to represent fair equivalent value for the assignment and transfer respecting the Acquired Assets.

CPI Purchaser shall be fully responsible for all Tenant obligations, under the Leases, from and after the Closing Date; provided, that this assignment to, and assumption of the Leases by, CPI Purchaser is not intended to alter Seller's liabilities for performance of Tenant's obligations to the extent so provided in the applicable assignment provisions of the Leases, but in such regard, CPI Purchaser agrees to

indemnify and hold Seller harmless from any and all such Tenant obligations arising on or after the date hereof.

In order to avoid any disruption of service and to provide for an acceptable transition period, Seller agrees to continue to maintain the invoicing for the customers represented by the Colo Licenses and payments to vendors for a period of time not to exceed 12 months.

Seller represents and warrants to CPI Purchaser that the terms of the Leases have not been modified or amended, and such Leases remain in full force and effect.

CPI Purchaser and Seller agree to cause copies of this executed Assignment Agreement to be delivered to the Landlord of the Leases and Seller shall assist CPI Purchaser in providing any necessary or appropriate notice to Landlord regarding this assignment of Leases, to the extent provided under the applicable assignment provisions of the Leases.

This assignment and assumption of the Leases is made pursuant to the respective Sections 4(N) of each of the Leases, permitting assignment of each of the Leases by Seller, without the consent of the Landlord, to an entity controlling, controlled by or under common control with the Seller. CPI Purchaser and Seller, as direct wholly-owned subsidiaries of Parent, are under the common control of the Parent.

2. General

Purchasers hereby accept the sale, transfer, conveyance, assignment and delivery of the respective Acquired Assets, on an "as-is, where-is basis" and assumption of designated contractual obligations on the terms set forth in this Assignment Agreement.

At any time or from time to time after the date hereof, at CPI Purchaser's or Parent's request and without further consideration, Seller shall execute and deliver to CPI Purchaser or Parent (as the case may be) such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as CPI Purchaser or Parent (as the case may be) may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Purchasers, and to confirm CPI Purchaser's and Parent's respective title to, the Acquired Assets, and, to the full extent permitted by law, to put CPI Purchaser or Parent (as the case may be) in actual possession and operating control of the Acquired Assets and to assist Purchasers in exercising all respective rights with respect thereto.

Seller hereby constitutes and appoints Purchasers, each as the true and lawful attorney of Seller, each with full power of substitution, in the name of Seller or CPI Purchaser or Parent, but on behalf of and for the benefit of Purchasers: (a) to demand and receive from time to time any and all of Purchasers' respective Acquired Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all legal actions or proceedings that Purchasers may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Acquired Assets; (c) to defend or compromise

any or all legal actions or proceedings in respect of any of the Acquired Assets; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Purchasers shall reasonably deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason. Purchasers shall indemnify and hold harmless the Seller from any and all liabilities, claims and losses caused by or arising out of any breach of applicable law by Purchasers in its exercise of the aforesaid powers.

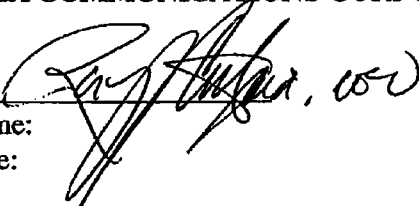
Purchasers assume no debt, liability or obligation of Seller other than those which Purchasers respectively assume as consideration for payment of the Acquired Assets, and as expressly provided with respect to any Assumed Liabilities; and it is expressly understood and agreed that all debts, liabilities and obligations of Seller not assumed as consideration shall remain the sole obligation of Seller, its successors and assigns.

This Assignment Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Assignment Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto and delivery by each of the parties hereto of executed counterparts hereof to each of the other parties to this Assignment Agreement. Delivery of an executed counterpart of a signature page of this Assignment Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment Agreement.

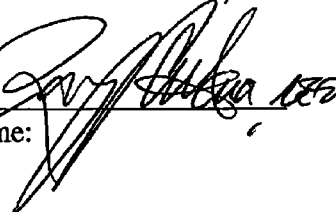
This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Assignment Agreement in order for this Assignment Agreement to be effective in any respect, then the laws of such other jurisdiction shall govern this Assignment Agreement to such extent.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment Agreement on the day and year first above written.

TELX COMMUNICATIONS CORPORATION

By: 
Name:
Title:

COLO PROPERTIES, INC.

By: 
Name:


Title:

THE TEL^x GROUP, INC.

By:

Name:

Title:

A large, stylized handwritten signature in black ink, written over the printed labels 'By:', 'Name:', and 'Title:'. The signature is cursive and appears to be 'S. H. ...'.

REDACTED