

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cervalis LLC		06/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSource Bank, as Agent		
Street Address:	4445 Willard Avenue, 12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Industrial Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2546812	CERVALIS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	330119-00191		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		
Date:	07/01/2009		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of June, 2009 by Cervalis LLC, a Delaware limited liability company ("Grantor") in favor of CapitalSource Bank, as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, certain of Grantor's affiliates, Grantee and the Lenders party thereto are parties to a certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor and certain of Grantor's affiliates by the Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof among Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Loan Parties, a Lien upon all right, title and interest of Grantor in, to and under all now owned and hereafter acquired United States Trademarks other than intent-to-use Trademark applications, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of either the Security Agreement or Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall control and govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a Lien upon all entire right, title and interest of Grantor in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter existing:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, renewals or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

4. Termination. This Agreement shall terminate concurrently with the termination of the Security Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CERVALIS LLC, a Delaware limited liability company

By: Michael Boccardi
Name: Michael Boccardi
Title: President & CEO

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
CERVALIS	2546812	3/12/2002

TRADEMARK APPLICATIONS

None