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Electronic Trademark Assignment System

# Confirmation Receipt

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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Softlayer Technologies, Inc.		10/28/2009	CORPORATION: <i>Plano, Texas, USA</i>
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ES Leasing, LP		
<b>Street Address:</b>	4922 Holly Street		
<b>Internal Address:</b>	c/o Scott R. Plantowsky		
<b>City:</b>	Bellaire		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77401		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: <i>Bellaire, Texas, USA</i>		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77604458	SOFTLAYER	
<b>Serial Number:</b>	77606193		
<b>Serial Number:</b>	77606315	CDNLAYER	
<b>Serial Number:</b>	77607065	STORAGELAYER	
<b>Serial Number:</b>	77607088	RESCUELAYER	

<b>Serial Number:</b>	77608130	SOFTLAYER
<b>Serial Number:</b>	77608655	KNOWLEDGELAYER
<b>Serial Number:</b>	77833018	BARE METAL CLOUD
<b>Serial Number:</b>	77836012	CLOUDLAYER

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)650-2400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	713-650-2746
<b>Email:</b>	shurt@winstead.com
<b>Correspondent Name:</b>	Nelson R. Block
<b>Address Line 1:</b>	1100 JP Morgan Chase Tower
<b>Address Line 2:</b>	600 Travis Street
<b>Address Line 4:</b>	Houston, TEXAS 77002

<b>ATTORNEY DOCKET NUMBER:</b>	43394-4
<b>NAME OF SUBMITTER:</b>	Nelson R. Block
<b>Signature:</b>	/Nelson R. Block/
<b>Date:</b>	10/29/2009

<b>Total Attachments: 2</b>	
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source=TMacknowledgment ofSecurityInterest#page2.tif	

<b>RECEIPT INFORMATION</b>	
<b>ETAS ID:</b>	TM156160
<b>Receipt Date:</b>	10/29/2009
<b>Fee Amount:</b>	\$240

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**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

**THIS ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS** ("**Acknowledgment**") is entered into as of October 28, 2009, by **SOFTLAYER TECHNOLOGIES, INC.**, a Texas corporation (the "**Debtor**") in favor of **ES LEASING, LP**, a Texas limited partnership ("**Secured Party**"), pursuant to the Amended and Restated Security Agreement dated July 31, 2009 (as the same may be amended, restated, substituted, supplemented or otherwise modified from time to time, collectively the "**Security Agreement**") and the Lease, Note and other Credit Documents described and defined therein (as the same may be amended, restated, substituted, supplemented or otherwise modified from time to time, collectively the "**Transaction Documents**").

**RECITALS:**

A. Debtor has adopted, has continuously used, is using and is the sole owner of the following trademarks, including without limitation pending trademark applications (collectively, the "**Trademarks**"):

<b><u>Pending Trademark Applications</u></b>	<b><u>Application Serial No.</u></b>	<b><u>Filing Date</u></b>
SoftLayer (word mark)	77604458	10/30/08
3 Bars (design mark)	77606193	11/03/08
CDNLayer	77606315	11/03/08
StorageLayer	77607065	11/04/08
RescueLayer	77607088	11/04/08
SoftLayer (design mark)	77608130	11/05/08
KnowledgeLayer	77608655	11/06/08
Bare Metal Cloud	77833018	09/23/09
CloudLayer	77836012	09/28/09

B. In accordance with the terms of the Transaction Documents, Debtor has granted to Secured Party a security interest in the Trademarks.

**AGREEMENT:**

Now, therefore, in consideration of the mutual promises herein, for such good and valuable consideration described in the Transaction Documents, receipt of which is hereby acknowledged,

1. Debtor hereby grants to Secured Party a security interest in the Trademarks.

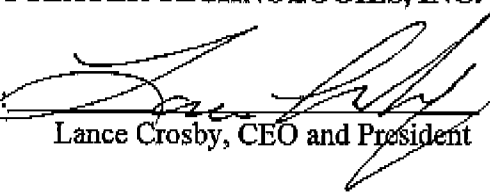
2. Debtor further agrees to execute and deliver to the United States Patent and Trademark Office, at Debtor's expense, all other assignments, transfers, affidavits, certificates, and other documents and assurances as Secured Party may request in order to confirm and perfect Secured Party's Security Interest in the Trademarks.

3. Any defined terms not herein defined shall have the definition assigned to them in the Security Agreement or Lease.

**IN WITNESS WHEREOF**, Debtor has executed this Acknowledgment as of the date first above written.

**DEBTOR:**

**SOFTLAYER TECHNOLOGIES, INC.**

By:   
Lance Crosby, CEO and President

Houston\_1\1031914\3  
43394-4 10/23/2009