

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Lender's Security Interest and Substitution of Collateral Agent		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CapitalSource Finance LLC		11/20/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC		
Street Address:	co/ The Toronto-Dominion Bank, 77 King Street West		
Internal Address:	18th Floor, Attn: Vice President Loan Syndications-Agency		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2620564	CYRUSONE	
Registration Number:	2620565	CYRUSONE	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown		
Address Line 1:	1420 Peachtree Street, N.E.		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	972268-600012		
DOMESTIC REPRESENTATIVE			

900148178

TRADEMARK  
REEL: 004100 FRAME: 0304

OP \$65.00 2620564

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Sidney R. Brown

Signature:

/Sidney R. Brown/

Date:

11/20/2009

Total Attachments: 6

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**ASSIGNMENT OF SECURITY INTEREST  
AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS ASSIGNMENT OF SECURITY INTEREST AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT dated as of November 20, 2009 (this "Agreement"), is by and among CYRUS NETWORKS, LLC, a Delaware limited liability company (the "Grantor"), CAPITALSOURCE FINANCE LLC ("CapitalSource") in its capacity as the "First Lien Collateral Agent" under the Credit Agreement (as defined below) (in such capacity, the "Resigning Collateral Agent"), and TORONTO DOMINION (TEXAS) LLC in its capacity as successor agent to the Resigning Collateral Agent (the "Successor Agent").

**RECITALS:**

WHEREAS, Grantor (as successor by merger to Cy-One Acquisition LLC), Cy-One Parent LLC, a Delaware limited liability company ("Holdings"), Resigning Collateral Agent, CapitalSource, in its capacity as administrative agent (in such capacity, the "Resigning Administrative Agent"), the Lenders from time to time party thereto, and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., are parties to that certain First Lien Credit Agreement dated as of July 3, 2007 (as amended, restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Credit Agreement");

WHEREAS, Grantor executed and delivered that certain Trademark Security Agreement dated as of July 3, 2007 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Security Agreement"), granting to the Resigning Collateral Agent as the "First Lien Collateral Agent" under the Credit Agreement a continuing security interest in all of the Trademark Collateral (as defined therein) to secure all Obligations (as defined in the Credit Agreement), which Existing Security Agreement was filed with the United States Patent and Trademark Office on or about July 12, 2007, at Reel 3578, Frame 0806;

WHEREAS, Resigning Collateral Agent has resigned as the "First Lien Collateral Agent" under the Credit Agreement and the other Loan Documents and assigned all of its rights, remedies, powers, privileges and duties in such capacity, and in the security interests granted in the Existing Security Agreement, to Successor Agent and Successor Agent has been duly appointed as the "First Lien Collateral Agent" under the Credit Agreement and the other Loan Documents pursuant to the terms and conditions of that certain Resignation of Agent and Appointment of Agent Agreement dated as of the date hereof, by and among Grantor, Holdings, Resigning Administrative Agent, Resigning Collateral Agent, and Successor Agent (the "Assignment Agreement"; the Credit Agreement and the Assignment Agreement, collectively, the "Assignment Documents"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Assignment of Security Interest. The parties hereto hereby acknowledge the appointment of Successor Agent as the "First Lien Collateral Agent" under the Credit Agreement, as provided in the Assignment Documents. From henceforth, Successor Agent shall possess all the rights with respect to the Trademarks Collateral (including, without limitation, the Trademarks set forth on Schedule A hereto) to the same extent as it was possessed by Resigning Collateral Agent pursuant to the Existing Security Agreement.

SECTION 3. Amendment. The Existing Security Agreement is hereby amended to the extent necessary to reflect the assignment of security interest described in Section 2 above.

SECTION 4. No Other Changes. Except as expressly provided in this Agreement, the terms of the Existing Security Agreement shall remain in full force and effect without change.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. This Agreement may be executed by each party on separate copies, which copies, when combined so as to include the signatures of all parties, shall constitute a single counterpart of this Agreement.

SECTION 6. Fax or Other Transmission. Delivery by one or more parties hereto of an executed counterpart of this Agreement via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

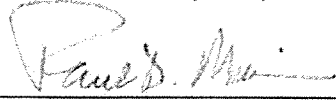
SECTION 7. Further Assurances. Resigning Collateral Agent agrees to execute and deliver such further evidence of the assignments provided for herein and to take such further actions as may be reasonably necessary to effectuate the purposes of this Agreement, all in such form as may be reasonably requested by Successor Agent.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of, the State of New York.

[Remainder of page intentionally left blank.]

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

CYRUS NETWORKS, LLC, as Grantor

By: 

Name: Paul D. Marvia

Title: Chief Financial Officer

[CYRUS - ASSIGNMENT OF SECURITY INTEREST]

CAPITALSOURCE FINANCE LLC,  
as Resigning Collateral Agent

By: \_\_\_\_\_



Name: Christopher J. Blagg

Title: Authorized Signatory

[CYRUS – ASSIGNMENT OF SECURITY INTEREST]

TORONTO DOMINION (TEXAS) LLC,  
as Successor Agent

By: Robyn Zeller

Name: Robyn Zeller  
Vice President

Title: \_\_\_\_\_

[CYRUS - ASSIGNMENT OF SECURITY INTEREST]

**Schedule A**

**to**

**Assignment of Trademark Security Interest**

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Registration Date	Goods & Services
Cyrus Networks, LLC	US	CYRUSONE	2,620,564	September 17, 2002	Technical support services, namely, off-site troubleshooting of computer network problems, and providing back-up and primary computer programs and facilities.
Cyrus Networks, LLC	US	CYRUSONE and Design	2,620,565	September 17, 2002	Technical support services, namely, off-site troubleshooting of computer network problems, and providing back-up and primary computer programs and facilities.

Assignment of Trademark Security Interest Schedule A