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
COLO4, LLC		107/01/2010 I	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	Royal Bank of Canada Agency Services Group, Royal Bank Plaza, P.O. Box 50, 200 Bay Street
Internal Address:	12th Floor, South Tower, Attn: Manager Agency
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3515443	COLO 4 DALLAS UNRIVALED SUPPORT
Registration Number:	3519572	UNRIVALED SUPPORT

CORRESPONDENCE DATA

Fax Number: (404)581-8330

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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 30309-3053

ATTORNEY DOCKET NUMBER: 004702-600004

DOMESTIC REPRESENTATIVE

900166371

TRADEMARK REEL: 004237 FRAME: 0811 \$65.00 3515443

OP \$

Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	07/07/2010
Total Attachments: 5 source=Royal Bank of Canada Colo4, LLC	Trademark Security Agreement#page2.tif Trademark Security Agreement#page3.tif Trademark Security Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT (COLO4, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("<u>Agreement</u>") is between COLO4, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), and ROYAL BANK OF CANADA (the "<u>Administrative Agent</u>"), acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement dated as of July 1, 2010 (as the same may be amended, restated, modified or supplemented from time to time, the "<u>Loan Agreement</u>") by and among the Grantor, as the Borrower, Cequel Data Centers II, LLC, as the Parent, the Lenders party thereto and the Administrative Agent.

RECITALS:

- A The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Borrower Security Agreement, dated as of July 1, 2010 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).
- B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and all products and Proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration ("<u>Trademark Registration</u>") and trademark application ("<u>Trademark Application</u>"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in <u>Schedule 1</u> annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any trademark and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the

ATI-2430242v1

goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

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2

ATI-2430242v1

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the 12 day of July, 2010.

GRANTOR:

COLO4, LLC, a Delaware limited liability

company

Heather Wood

Senior Vice President, Corporate

Development

[COLO4 - TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:	ROYAL BANK OF CANADA
	By: Allioth
	Name: Susan Khokher
	Title: Manager, Agency

[COLO4 - TRADEMARK SECURITY AGREEMENT]

Schedule 1

to

Trademark Security Agreement

RECORDED: 07/07/2010

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Registration Date	Goods
Colo4, LLC	United States	COLO DALLAS univaled support	3,515,443	February 15, October 14, 2008	October 14, 2008	Class 42 – Computer, Scientific and Legal
Colo4, LLC	United States	Unrivaled Support	3,519,572	February 15, October 21, 2008	October 21, 2008	Class 42 – Computer, Scientific and Legal

STATE TRADEMARKS

None.