

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
Latisys Corp.		08/12/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77683094	LATISYS
Serial Number:	77684178	LATISYS

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

ATTORNEY DOCKET NUMBER:	004702-605004
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DOMESTIC REPRESENTATIVE

OP \$65.00 77683094

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	08/18/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 12, 2010, is made by LATISYS CORP., a Delaware corporation ("Latisys"), and LATISYS-IRVINE, LLC, a Delaware limited liability company ("Irvine," and, together with Latisys, "Grantors"), in favor of ROYAL BANK OF CANADA, in its capacity as Administrative Agent for the Secured Parties (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit and Guaranty Agreement dated as of August 12, 2010, by and among Grantors, Latisys-Denver, LLC, a Delaware limited liability company ("Denver"), Latisys-Chicago, LLC, a Delaware limited liability company ("Chicago"), and Latisys-Ashburn, LLC, a Delaware limited liability company ("Ashburn"; Grantors, Denver, Chicago, and Ashburn, collectively, "Borrowers"), the other Persons from time to time party thereto as Loan Parties, the other Persons from time to time party thereto as Lenders, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans, and to incur Letter of Credit Obligations, for the benefit of Borrowers;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans, and to incur Letter of Credit Obligations, as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement (Borrowers) dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Borrowers' Security Agreement"); and

WHEREAS, pursuant to the Borrowers' Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein (and in the above recitals) shall have the respective meanings ascribed to such terms in the Borrowers' Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Borrowers' Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Borrowers' Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Borrowers' Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same Agreement. This Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Administrative Agent, electronic means, all of which shall be equally valid.

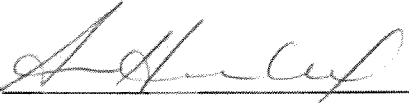
5. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[signatures appear on the following pages]

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA

By: 

Name:

Title: Ann Hurley
Manager, Agency

[Latisys—Trademark Security Agreement]

TRADEMARK
REEL: 004262 FRAME: 0688

Schedule I
to
Trademark Security Agreement

INTELENET Logo: registered, application was filed by Latisys-Irvine, LLC's predecessor-in-interest, IntelNet Communications, Inc. with the USPTO on March 15, 2007 (application 77/132,508); assigned to Latisys-Irvine, LLC; registration issued on March 31, 2009 (reg. no. 3597065); the mark consists of the word INTELENET with the TELE portion emphasized by a border font, spatial separation, and by being surrounded by a pair of vertical lines.

The following applications are held by Latisys Corp.:

Country	Mark	Appl. No./ Date	Reg. No./ Date	Status
U.S.	LATISYS	77/683094 March 4, 2009	N/A	pending

U.S.	LATISYS (stylized)	77/684178 March 5, 2009	N/A	pending
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Schedule I to Trademark Security Agreement

ATI-2433499v4

RECORDED: 08/18/2010

TRADEMARK
REEL: 004262 FRAME: 0689