

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
IO DATA CENTERS, LLC		10/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
IO CAPITAL PRINCESS, LLC		10/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
IO PHOENIX ONE, LLC		10/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
EXACENT, LLC		10/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
THERMOCABINET, LLC		10/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
IO DATA CENTERS GOVERNMENT SERVICES, LLC		10/06/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK
Street Address:	1525 West W.T. Harris Blvd
Internal Address:	NC0680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3414361	I /O DATA CENTERS
Registration Number:	3418136	WHERE IT LIVES
Registration Number:	3421965	DESIGN BUILD OPERATE
Registration Number:	3511222	EXACENT
Registration Number:	3557435	VIRTUAL FIRST

OP \$565.00 3414361

Registration Number:	3664691	THERMOCABINET
Registration Number:	3679611	NOT ALL DATA CENTERS ARE CREATED EQUAL
Registration Number:	3827956	I/O
Registration Number:	3844294	I/O ON DEMAND
Registration Number:	3839304	SCALE MATTERS
Serial Number:	77335138	DIGITRICITY
Serial Number:	77810533	TCONTAINER
Serial Number:	77902194	I/O ANYWHERE
Serial Number:	77906029	I/O LINK
Serial Number:	85015337	I/O ANYWHERE
Serial Number:	85081867	THERMODATACENTER
Serial Number:	85106044	I/O PORTAL
Serial Number:	85117976	I/O OS
Serial Number:	85130318	I/O ATMOSPHERE
Serial Number:	85139339	DATA CENTERS AS A SERVICE
Serial Number:	85139343	DCAAS
Serial Number:	77804225	TCAB

CORRESPONDENCE DATA

Fax Number: (402)346-1148
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 402-346-6000
Email: patrick.stephenson@kutakrock.com
Correspondent Name: Patrick C. Stephenson
Address Line 1: 1650 Farnam Street
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Patrick C. Stephenson
Signature:	/Patrick C. Stephenson/
Date:	10/07/2010

Total Attachments: 7
source=Trademark Security Interest#page1.tif
source=Trademark Security Interest#page2.tif
source=Trademark Security Interest#page3.tif
source=Trademark Security Interest#page4.tif
source=Trademark Security Interest#page5.tif
source=Trademark Security Interest#page6.tif
source=Trademark Security Interest#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of October 6, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent for the Secured Parties (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among IO Data Centers, LLC, a Delaware limited liability company ("Borrower"), the financial institutions from time to time a party thereto ("Lenders") and Administrative Agent, the Lenders are willing to make certain Extension of Credit to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the Extensions of Credit to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

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

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit 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 including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are

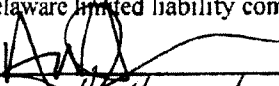
not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature pages to follow]

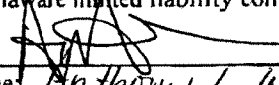
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

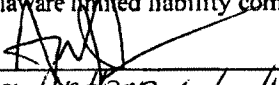
IO DATA CENTERS, LLC,
a Delaware limited liability company

By: 
Name: Anthony L. Wanger
Title: President

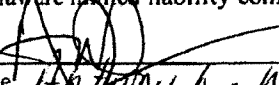
IO CAPITAL PRINCESS, LLC,
a Delaware limited liability company

By: 
Name: Anthony L. Wanger
Title: President

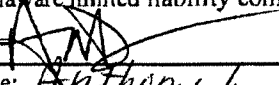
IO PHOENIX ONE, LLC,
a Delaware limited liability company

By: 
Name: Anthony L. Wanger
Title: President

EXACENT, LLC,
a Delaware limited liability company

By: 
Name: Anthony L. Wanger
Title: President

THERMOCABINET, LLC,
a Delaware limited liability company

By: 
Name: Anthony L. Wanger
Title: President


IO DATA CENTERS GOVERNMENT SERVICES, LLC,
a Delaware limited liability company

By: 
Name: Anthony L. Wanger
Title: President

[EXECUTION PAGE 1 OF 2 OF TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: BRENDON P. RIVET
Title: VP

[EXECUTION PAGE 2 OF 2 OF TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Description	Filing/Registration Information
IO Data Centers, LLC	I/O DATA CENTERS (word plus design)	3414361
IO Data Centers, LLC	WHERE IT LIVES	3418136
IO Data Centers, LLC	DESIGN BUILD OPERATE	3421965
IO Data Centers, LLC	EXACENT	3511222
IO Data Centers, LLC	VIRTUAL FIRST	3557435
IO Data Centers, LLC	THERMOCABINET	3664691
IO Data Centers, LLC	NOT ALL DATA CENTERS ARE CREATED EQUAL	3679611
IO Data Centers, LLC	I/O (word plus design)	3827956
IO Data Centers, LLC	SCALE MATTERS	3839304
IO Data Centers, LLC	I/O ON DEMAND	3844294
IO Data Centers, LLC	DIGITRICITY	77335138
IO Data Centers, LLC	TCAB	77804225
IO Data Centers, LLC	TCONTAINER	77810533
IO Data Centers, LLC	I/O ANYWHERE	77902194
IO Data Centers, LLC	I/O LINK	77906029
IO Data Centers, LLC	I/O ANYWHERE	85015337
IO Data Centers, LLC	THERMODATACENTER	85081867
IO Data Centers, LLC	I/O PORTAL	85106044
IO Data Centers, LLC	I/O OS	85117976
IO Data Centers, LLC	I/O ATMOSPHERE	85130318

Grantor	Description	Filing/Registration Information
IO Data Centers, LLC	DATA CENTERS AS A SERVICE	85139339
IO Data Centers, LLC	DCaaS	85139343

Pending European Union (CTM) Trademarks:

Grantor	Description	Filing/Registration Information
IO Data Centers, LLC	I/O and design	9354879
IO Data Centers, LLC	IO DATA CENTERS and design	9354895
IO Data Centers, LLC	I/O ANYWHERE	9365371

Trade Names:

Grantor	Description	Filing/Registration Information
Exacent, LLC	i/o on Demand	AZ file ID 478500