

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		11/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent		
Street Address:	Royal Bank of Canada Agency Services Group, 20 King Street West		
Internal Address:	4th Floor, Attn: Manager Agency		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3515443	COLO 4 DALLAS UNRIVALED SUPPORT	
Registration Number:	3519572	UNRIVALED SUPPORT	
Registration Number:	4012524	COLO4 UNRIVALED SUPPORT	
Registration Number:	4012522	COLO4	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$115.00 3515443

ATTORNEY DOCKET NUMBER:	004702-600004
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	11/09/2011
Total Attachments: 6 source=Royal Bank of Canada Colo4 Nov 1, 2011 Trademark Security Agr#page1.tif source=Royal Bank of Canada Colo4 Nov 1, 2011 Trademark Security Agr#page2.tif source=Royal Bank of Canada Colo4 Nov 1, 2011 Trademark Security Agr#page3.tif source=Royal Bank of Canada Colo4 Nov 1, 2011 Trademark Security Agr#page4.tif source=Royal Bank of Canada Colo4 Nov 1, 2011 Trademark Security Agr#page5.tif source=Royal Bank of Canada Colo4 Nov 1, 2011 Trademark Security Agr#page6.tif	

TRADEMARK SECURITY AGREEMENT
(Colo4, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between COLO4, LLC, a Delaware limited liability company ("Grantor"), and ROYAL BANK OF CANADA (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Loan Agreement dated as of November 1, 2011 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement") by and among, Cequel Data Centers III, LLC, as the Borrower, Cequel Data Centers II, LLC, as the Parent, the Lenders party thereto and the Administrative Agent.

RECITALS:

A. Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Amended and Restated Subsidiary Security Agreement, dated as of November 1, 2011 (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, Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of Grantor, including, without limitation, all of 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 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, Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of 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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 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 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

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.


Each 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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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the 1st day of November 2011.

GRANTOR:

COLO4, LLC, a Delaware limited liability company

By: 

Name: Andrew M. Stewart

Title: Vice President, Corporate Development

[CEQUEL DATA CENTERS III LLC - SUBSIDIARY TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004657 FRAME: 0864

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA



By: 
Name: Susan Khokher
Title: Manager, Agency

Schedule 1

to

Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Registration Date	Goods
Colo4, LLC	United States		3,515,443	February 15, 2008	October 14, 2008	Class 42 – Computer, Scientific and Legal
Colo4, LLC	United States	Unrivaled Support	3,519,572	February 15, 2008	October 21, 2008	Class 42 – Computer, Scientific and Legal
Colo4, LLC	United States		4,012,524	January 26, 2011	August 16, 2011	Class 42 -- Computer collocation services
Colo4, LLC	United States	COLO4	4,012,522	January 26, 2011	August 16, 2011	Class 42 -- Computer collocation services

STATE TRADEMARKS

[Schedules to Trademark Security Agreement – Subsidiary]

LEGAL_US_E # 95410096.2

None.

[Schedules to Trademark Security Agreement – Subsidiary]

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