

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cologix Holdings, Inc.		11/22/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Royal Bank of Canada, as Administrative Agent
<b>Street Address:</b>	Royal Bank of Canada Agency Services Group, 20 King Street West
<b>Internal Address:</b>	4th Floor, Attn: Manager Agency
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	Bank: CANADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	85137525	COLOGIX

**CORRESPONDENCE DATA**

Fax Number: (404)581-8330  
 Phone: 404-581-8275  
 Email: srbrown@jonesday.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Sidney R. Brown, Jones Day  
 Address Line 1: 1420 Peachtree Street, N.E.  
 Address Line 2: Suite 800  
 Address Line 4: Atlanta, GEORGIA 30309

**ATTORNEY DOCKET NUMBER:** 004702-605007

**DOMESTIC REPRESENTATIVE**

Name:

**900207771**

**TRADEMARK  
 REEL: 004664 FRAME: 0829**

**OP \$40.00 85137525**

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

NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	11/22/2011

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**  
**(COLOGIX HOLDINGS, INC.)**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 22, 2011, is between COLOGIX HOLDINGS, INC., a Delaware corporation (the "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 22, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Cologix, Inc. (the "US Borrower"), Cologix Canada, Inc. ("Cologix Canada"), and Cologix Montréal Inc.(f/k/a Canix Colo Inc.) ("Cologix Quebec"), Cologix Toronto, Inc. ("Cologix Toronto"; and together with the US Borrower, Cologix Canada, and Cologix Quebec, each a "Borrower" and collectively, the "Borrowers"), the Grantor, the Lenders party thereto and the Administrative Agent.

**RECITALS:**

A WHEREAS, the Grantor entered into that certain Loan Agreement dated as of February 8, 2011 (as amended, restated, supplemented or otherwise modified from time to time prior to the Restatement Date, the "Existing Loan Agreement") by and among the Borrowers, the Grantor, as the Parent, the Administrative Agent, and the Lenders party thereto.

B WHEREAS, the Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Parent Security Agreement, dated as of February 8, 2011 (as the same may be amended, restated, supplemented, or otherwise modified 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).

C WHEREAS, pursuant to the Loan Agreement, the parties thereto have agreed, among other things, to amend and restate in its entirety the Existing Loan Agreement;

D WHEREAS, 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 trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Loan Agreement).

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 "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);

(2) each trademark license, including, without limitation, each trademark license listed in Schedule 1 annexed hereto; and

(3) 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, Trademark Application and trademark license, including, without limitation, any trademark, Trademark Registration and trademark license 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.


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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the 22 day of November, 2011.

GRANTOR:

COLOGIX HOLDINGS, INC., a Delaware corporation

By:   
Name: Todd Coleman  
Title: COO

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA, as  
Administrative Agent, on behalf of the Secured  
Parties

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[COLOGIX - TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004664 FRAME: 0833

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the 22 day of November, 20 11


GRANTOR:

COLOGIX HOLDINGS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA, as  
Administrative Agent, on behalf of the Secured Parties

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[COLOGIX - TRADEMARK SECURITY AGREEMENT]

**Schedule 1**

to

**Trademark Security Agreement**

**FEDERAL TRADEMARKS**

<b>Owner of Record</b>	<b>Country of Registration</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date</b>
Cologix Holdings, Inc.	United States	Cologix	85/137,525	9/24/2010

ATI-2496413v2