

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.		12/15/2011	CORPORATION: 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: 1			
Property Type	Number	Word Mark	
Serial Number:	85195570	LATISPHERE	
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		
ATTORNEY DOCKET NUMBER:	004702-605004		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$40.00 85195570

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

NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	12/20/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 15, 2011, is made by LATISYS CORP., a Delaware corporation (the "Grantor"), in favor of ROYAL BANK OF CANADA, in its capacity as Administrative Agent for the Secured Parties (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit and Guaranty Agreement dated as of December 15, 2011, by and among the Grantor, Latisys-Denver, LLC, a Delaware limited liability company ("Denver"), Latisys-Chicago, LLC, a Delaware limited liability company ("Chicago"), Latisys-Irvine, LLC, a Delaware limited liability company ("Irvine") and Latisys-Ashburn, LLC, a Delaware limited liability company ("Ashburn"; Grantor, Denver, Chicago, Irvine 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 the Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Second Amended and Restated Security Agreement (Borrowers) dated as of the date hereof by and among the Borrowers and the Administrative Agent (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, the Grantor is 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, the 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. The Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of the 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 the 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. The Grantor 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.

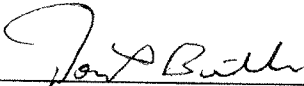
5. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL 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]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its Responsible Officer as of the date first set forth above.

GRANTOR:

LATISYS CORP.

By: 
Name: Douglas A. Butler
Title: Chief Financial Officer

[LATISYS - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004683 FRAME: 0311

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA

By: 

Name: Susan Khokher
Title: Manager, Agency

[LATISYS – TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004683 FRAME: 0312

Schedule I
to
Trademark Security Agreement

The following applications are held by Latisys Corp.:

Country	Mark	Appl. No./ Date	Reg. No./ Date	Status
U.S.	LATISPHERE	85-195570 December 10, 2010	N/A	pending