

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
TierPoint, LLC		06/04/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	Royal Bank of Canada Agency Services, 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: 6

Property Type	Number	Word Mark
Registration Number:	3479343	CONNECTED - SECURE - AVAILABLE
Registration Number:	3487431	TIERPOINT
Registration Number:	3165290	LLIX CLEANIP
Registration Number:	3165291	LLIX CLEANIP
Registration Number:	3165326	WEBBAND
Registration Number:	3168758	WEBINESS

CORRESPONDENCE DATA

Fax Number: 4045818330
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-581-8275
 Email: srbrown@jonesday.com
 Correspondent Name: Sidney R. Brown, Jones Day
 Address Line 1: 1420 Peachtree Street, NE

OP \$165.00 3479343

Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

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: 06/05/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT
(TIERPOINT, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between TIERPOINT, 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 Second Amended and Restated Loan Agreement dated as of May 21, 2012 (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 Second Amended and Restated Subsidiary Security Agreement, dated as of May 21, 2012 (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.


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, each Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the 4th day of June 2012.

GRANTOR:

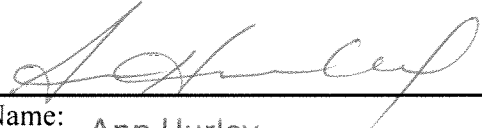
TIERPOINT, LLC, a Delaware limited liability company

By: 

Andrew M. Stewart
Vice President, Corporate Development

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA

By: 
Name: Ann Hurley
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
TierPoint, LLC	United States	CONNECT – SECURE – AVAILABLE	3,479,343	8/8/2007	8/5/2008	International Class 42 -- Computer colocation services; application service provider; computer service
TierPoint, LLC	United States	TierPoint	3,487,431	8/2/2007	8/19/2008	International Class 42— Application service provider; computer service
TierPoint, LLC	United States	LLIX CLEANIP	3,165,290	12/19/2005	10/31/2006	International Class 45— Monitoring of computer systems of security purposes
TierPoint, LLC	United States	LLIX CLEANIP	3,165,291	12/19/2005	10/31/2006	International Class 37— Installation of security system
TierPoint, LLC	United States	WEBBAND	3,165,326	2/9/2006	10/31/2006	International Class 38— Providing multiple dial-up and dedicated access to the internet; wireless broadband communications
TierPoint, LLC	United States	WEBINESS	3,168,758	2/9/2006	11/7/2006	International Class 42— Hosting the websites of other on a computer server for a global computer network

STATE TRADEMARKS

None.

[Schedules to Trademark Security Agreement – TierPoint, LLC]

ATI-2516909v2

RECORDED: 06/05/2012

**TRADEMARK
REEL: 004795 FRAME: 0051**