

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Cervalis LLC		02/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	Toronto Dominion (Texas) LLC, as Agent for First Lien Creditors			
Street Address:	77 King Street West, Royal Trust Tower			
Internal Address:	18th Floor, Attention: Annie Dorval			
City:	Toronto, Ontario			
State/Country:	CANADA			
Postal Code:	M5K 1A2			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	2546812	CERVALIS	
CORRESPONDENCE DATA				
Fax Number:	4045818330			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-581-8275			
Email:	srbrown@jonesday.com			
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:	927268-605012			
DOMESTIC REPRESENTATIVE				

OP \$40.00 2546812

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

NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	02/08/2013

Total Attachments: 5

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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT
(CERVALIS LLC)**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") is between CERVALIS LLC, a Delaware limited liability company (the "Grantor") and TORONTO DOMINION (TEXAS) LLC (the "Agent"), acting in its capacity as Agent pursuant to that certain First Lien Second Amended and Restated Credit Agreement dated as of February 8, 2013 (as the same may be further amended, restated, modified or supplemented from time to time, the "Credit Agreement") by and among Cervalis LLC, as the "Borrower", Cervalis Holdings LLC ("Holdings"), the Agent and the lenders party thereto (the "Lenders").

RECITALS:

WHEREAS, Grantor, certain of Grantor's affiliates, and CapitalSource Bank (the "Original Agent"), entered into that certain Security Agreement dated as of June 30, 2009 (as amended, restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Original Security Agreement"), pursuant to which the Grantor granted to the Original Agent a security interest in substantially all of the assets of Grantor including a security interest in all right, title, and interest of Grantor in, to, and under all then owned and thereafter acquired Trademarks (as defined in the Credit Agreement), together with the goodwill of the business symbolized thereby, and all products and proceeds thereof;

WHEREAS, pursuant to the Original Security Agreement, Grantor entered into that certain Trademark Security Agreement dated as of June 30, 2009 (as amended, restated, supplemented, or otherwise modified from time to time, the "Original Trademark Security Agreement"), in favor of the Original Agent;

WHEREAS, pursuant to the terms of that certain Amended, Restated and Consolidated Pledge and Security Agreement of even date herewith (the "Security Agreement"), by and among Grantor, Holdings and Agent, Grantor is required to execute and deliver this Agreement;

WHEREAS, Grantor has determined that its execution, delivery and performance of this Agreement directly benefits, and is within the corporate purposes and in the best interests of, Grantor; and

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities existing under the Original Trademark Security Agreement, which remain outstanding, or evidence repayment of any such obligations and liabilities, and that this Agreement amend and restate the Original Trademark Security Agreement and re-evidence the obligations of the Grantor outstanding thereunder as Obligations of the Grantor under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Agent on behalf of the Secured Parties and hereby reaffirms its prior grant pursuant to the Security Agreement of, 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 listed on Schedule 1 annexed hereto, together with any reissues, renewals or extensions thereof, and all of the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications); and

(2) 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 of any Trademark; or (b) injury to the goodwill associated with any Trademark.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Agent on behalf of the Secured Parties pursuant to the Security Agreement.

Grantor hereby acknowledges and affirms that the rights and remedies of the 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. All terms capitalized but not otherwise defined herein shall have the meanings set forth in the Security Agreement. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

The provisions of this Agreement shall be governed by, and shall be construed and interpreted, and all rights and obligations of the parties hereto determined, in accordance with the laws of the State of New York, without regard to conflicts of law principles that result in the application of the laws of a different jurisdiction

Upon the termination of the Security Agreement, the Lien and security interest granted hereunder shall automatically terminate and the Agent shall promptly take any actions (at the sole cost and expense of the Grantor) reasonably necessary to terminate and release the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

This Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement effective from and after the date hereof. Each of the parties hereto hereby acknowledges and agrees that the pledge and grant of the security interests in the Trademark Collateral pursuant to Section 2 of this Agreement is not intended to, nor shall it be construed to be, a release of any prior pledge or security interests granted by the Grantor in favor of the Original Agent under the Original Security Agreement or in favor of the Original Agent in or to any Collateral (as defined in the Original Security Agreement) or any other property of a Grantor, but is intended to constitute a restatement and reconfirmation of the prior pledge and security interests granted by the Grantor in favor of the Original Agent (for the benefit of the Secured Parties) in and to the Trademark Collateral (as defined in the Original Trademark Security Agreement).


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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:


CERVALIS LLC, a Delaware limited liability company

By: Cervalis Holdings, LLC, its sole member

By: 
Name: Michael Boccardi
Title: CEO

AGENT:

TORONTO DOMINION (TEXAS) LLC, as
Agent

By: 
Name: BEBI YASIN
Title: AUTHORIZED SIGNATORY

[CERVALIS -- AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004958 FRAME: 0816

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
CERVALIS	2546812	3/12/2002

TRADEMARK APPLICATIONS

None