

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
Cervalis LLC		02/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust Company, as Agent for Second Lien Creditors		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290, Attention: Renee Kuhl		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Bank: 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:	404-581-8542		
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		
NAME OF SUBMITTER:	Sidney R. Brown		

Signature:	/Sidney R. Brown/
Date:	02/08/2013
Total Attachments: 5 source=Cervalis Trademark Security (Second Lien)#page1.tif source=Cervalis Trademark Security (Second Lien)#page2.tif source=Cervalis Trademark Security (Second Lien)#page3.tif source=Cervalis Trademark Security (Second Lien)#page4.tif source=Cervalis Trademark Security (Second Lien)#page5.tif	

**TRADEMARK SECURITY AGREEMENT
(CERVALIS LLC)**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is between CERVALIS LLC, a Delaware limited liability company (the "Grantor") and WILMINGTON TRUST COMPANY (the "Agent"), acting in its capacity as Agent pursuant to that certain Second Lien 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, Holdings and the Agent on behalf of the Secured Parties have entered into that certain Pledge and Security Agreement, dated as of February 8, 2013 (as the same may be further 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);

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to the Agent on behalf of the Secured Parties a Lien and security interest in substantially all assets 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 trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement); and

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 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. 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.

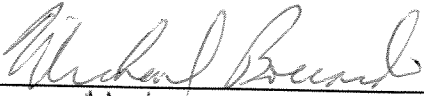
[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

[CERVALIS – TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

TRADEMARK
REEL: 004958 FRAME: 0832

AGENT:

WILMINGTON TRUST COMPANY, as
Agent

By: Sandra R. Ortiz
Name: Sandra R. Ortiz
Title: Administrative Vice President

[CERVALIS – TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

TRADEMARK
REEL: 004958 FRAME: 0833

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