TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Datapipe, Inc.		03/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	4173723	DATAPIPE
Registration Number:	3856337	DATAPIPE
Registration Number:	3856349	DATAPIPE
Registration Number:	4141475	DATAPIPE GREEN
Registration Number:	4123923	DATAPIPE
Registration Number:	3404027	DATAPIPE
Registration Number:	4141476	DATAPIPE MANAGED CLOUD
Registration Number:	4286502	DATAPIPE YOUR CLOUD MANAGED
Registration Number:	4286497	DATAPIPE THIS IS YOUR CLOUD
Registration Number:	3826385	DATAPIPE YOUR COMPETITIVE EDGE
Registration Number:	3809691	DATAPIPE YOUR COMPETITIVE EDGE
Registration Number:	3404034	OPERATIONAL EMPATHY
Registration Number:	4176001	STRATOSPHERE
Registration Number:	4176002	STRATOSPHERE

CH $915.00 4173723

Registration Number:	4179798	STRATOSPHERE REACH BEYOND THE CLOUD
Registration Number:	4176003	STRATOSPHERE REACH BEYOND THE CLOUD
Registration Number:	4115833	THIS IS YOUR CLOUD
Registration Number:	4115861	YOUR CLOUD MANAGED
Registration Number:	3826386	YOUR COMPETITIVE EDGE
Registration Number:	3854776	YOUR COMPETITIVE EDGE
Registration Number:	4185126	YOUR ENTERPRISE VIRTUALIZED
Serial Number:	85736639	DATAPIPE
Serial Number:	85128578	DATAPIPE HARMONY
Serial Number:	85257203	DATAPIPE ONE
Serial Number:	85746798	DATAPIPE STRATOSPHERE
Serial Number:	85746869	DATAPIPE STRATOSPHERE
Serial Number:	85746910	DATAPIPE STRATOSPHERE
Serial Number:	85746965	DATAPIPE STRATOSPHERE
Serial Number:	85173811	DATAPIPE YOUR CLOUD
Serial Number:	85545122	E STRATOSPHERE
Serial Number:	85128574	HARMONY
Serial Number:	85545169	V STRATOSPHERE
Serial Number:	85196374	WE ARE THE ONE
Serial Number:	85196366	WHO IS THE ONE
Serial Number:	85196385	WHO IS THE ONE?
Serial Number:	85173828	YOUR CLOUD

CORRESPONDENCE DATA

Fax Number: 9177777373

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

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: John Deming, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	391000/1435
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/

	04/01/2013

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)

This TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of March 15, 2013 ("***Trademark Security Agreement (Second Lien)***"), made by DATAPIPE, INC., a Delaware corporation located at 10 Exchange Place, 12th Floor, Jersey City, NJ 07302, (the "***Grantor***"), is in favor of MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation located at 1585 Broadway, New York, NY 10036, as collateral agent (in such capacity and together with its successors, the "***Collateral Agent***") for (i) the Lenders from time to time parties to the Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "***Second Lien Credit Agreement***"), among Topco (as defined therein), Holdings (as defined therein), the Borrower (as defined therein), the Lenders, the Collateral Agent, as administrative agent (in such capacity and together with its successors, the "***Administrative Agent***"), and the Collateral Agent, and (ii) the other Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor entered into that certain Second Lien Guarantee and Collateral Agreement, dated as of the date hereof (the "***Second Lien Guarantee and Collateral Agreement***") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement (Second Lien);

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Lien Guarantee and Collateral Agreement. For purposes of this Trademark Security Agreement (Second Lien), the term "***Trademarks***" shall mean (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) all indicia of origin of a like nature and (v) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in

all of the following assets and properties of the Grantor, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "***Trademark Collateral***"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) all Trademarks of the Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not otherwise included, all Proceeds of any of the foregoing;

provided that, notwithstanding any other provision set forth herein, this Trademark Security Agreement (Second Lien) (including without limitation, this Section 2) shall not, at any time, constitute a grant of a security interest in (i) any all applications to register a United States Trademark based on the Grantor's "intent to use" such Trademark, unless and until acceptable evidence of use of such Trademark is submitted to and accepted by to the United States Patent and Trademark Office but only if and to the extent that the granting of a security interest in such application would result in the invalidation, unenforceability of, or void, such application or resulting registration, provided, that, to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to, and the acceptance of such evidence by, the United States Patent and Trademark Office, such Trademark application shall automatically be included in the Collateral, without further action on any party's part or (ii) any other property that is, at such time, an Excluded Asset, and the term "Trademark Collateral" shall not include any Excluded Asset; provided, further, that if and when an asset shall cease to be an Excluded Asset, such asset shall be deemed at all times from and after the date hereof to constitute Trademark Collateral.

SECTION 3. Second Lien Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement (Second Lien) is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Second Lien Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement (Second Lien) is deemed to conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement (Second Lien).

SECTION 5. APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT (SECOND LIEN) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Trademark Security Agreement (Second Lien) may be executed by one or more of the parties to this Trademark Security Agreement (Second Lien) on any number of separate counterparts (including by facsimile and electronic PDF delivery), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 7. Intercreditor. Notwithstanding anything herein to the contrary, (i) it is the understanding of the parties that the Liens granted pursuant to Section 2 shall be subject and subordinate to the Liens granted to the First Lien Collateral Agent (as defined in the Second Lien Intercreditor Agreement) to secure the First Lien Secured Obligations (as defined in the Second Lien Intercreditor Agreement) pursuant to the Trademark Security Agreement (First Lien), dated the date hereof, by the Grantors in favor of the Collateral Agent and (ii) the Liens and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement (Second Lien) and the rights and obligations of the parties hereunder, including without limitation the right to exercise any right or remedy of the Collateral Agent or the Secured Parties hereunder, are subject to the provisions of the Second Lien Intercreditor Agreement. In the event of a conflict between the terms of the Second Lien Intercreditor Agreement and this Trademark Security Agreement (Second Lien), the terms of the Second Lien Intercreditor Agreement shall govern and control.

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TRADEMARK
REEL: 004995 FRAME: 0309

IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT (SECOND LIEN) to be duly executed and delivered as of the date first above written.

DATAPIPE, INC.

By: _____
Name: Robb Allen
Title: President

[Trademark Security Agreement (Second Lien)]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By: Reagan C. Philipp
Name: Reagan Philipp
Title: Authorized Signatory

Schedule 1

TRADEMARKS

Trademark Registrations and Applications

Trademark Registrations

Mark	Class	Registration Number/ Registration Date	Owner
DATAPIPE	39 & 42	4173723 07/12/2012	Datapipe, Inc.
DATAPIPE	38	3856337 10/05/2010	Datapipe, Inc.
DATAPIPE	42	3856349 10/05/2010	Datapipe, Inc.
DATAPIPE GREEN	39 & 42	4141475 05/15/2012	Datapipe, Inc.
DATAPIPE	39 & 42	4123923 04/10/2012	Datapipe, Inc.
DATAPIPE	38 & 42	3404027 04/01/2008	Datapipe, Inc.
DATAPIPE MANAGED CLOUD	39 & 42	4141476 05/15/2012	Datapipe, Inc.
DATAPIPE THIS IS YOUR CLOUD	39 & 42	4286502 02/05/2013	Datapipe, Inc.
DATAPIPE YOUR CLOUD MANAGED	39 & 42	4286497 02/05/2013	Datapipe, Inc.
DATAPIPE YOUR COMPETITIVE EDGE	38	3826385 07/27/2010	Datapipe, Inc.
DATAPIPE YOUR COMPETITIVE EDGE	42	3809691 06/29/2010	Datapipe, Inc.
OPERATIONAL EMPATHY	42	3404034 04/01/2008	Datapipe, Inc.
STRATOSPHERE	38	4176001 07/17/2012	Datapipe, Inc.
STRATOSPHERE	42	4176002 07/17/2012	Datapipe, Inc.
STRATOSPHERE REACH BEYOND THE CLOUD	38	4179798 07/24/2012	Datapipe, Inc.
STRATOSPHERE REACH BEYOND THE CLOUD	42	4176003 07/17/2012	Datapipe, Inc.
THIS IS YOUR CLOUD	39 & 42	4115833 03/20/2012	Datapipe, Inc.
YOUR CLOUD MANAGED	39 & 42	4115861	Datapipe, Inc.

Mark	Class	Registration Number/ Registration Date	Owner
		03/20/2012	
YOUR COMPETITIVE EDGE	38	3826386 07/27/2010	Datapipe, Inc.
YOUR COMPETITIVE EDGE	42	3854776 09/28/2010	Datapipe, Inc.
YOUR ENTERPRISE VIRTUALIZED	39 & 42	4185126 08/07/2012	Datapipe, Inc.

Trademark Applications

Mark	Class	Filing Date/ Basis/ Application Number	Owner
Datapipe	45	9/24/2012 National 85736639	Datapipe, Inc.
Datapipe Harmony	39 & 42	09/13/2010 National 85128578	Datapipe, Inc.
Datapipe One	39 & 42	3/3/2011 National ITU 85257203	Datapipe, Inc.
Datapipe Stratosphere	38	10/5/2012 National ITU 85746798	Datapipe, Inc.
Datapipe Stratosphere	39	10/5/2012 National ITU 85746869	Datapipe, Inc.
Datapipe Stratosphere	42	10/5/2012 National ITU 85746910	Datapipe, Inc.
Datapipe Stratosphere	45	10/5/2012 National ITU 85746965	Datapipe, Inc.
Datapipe Your Cloud	39 & 42	11/10/2010 National ITU 85173811	Datapipe, Inc.
E Stratosphere	38, 39,42 & 45	2/16/2012 National ITU 85545122	Datapipe, Inc.
Harmony	39 & 42	09/13/2010 National ITU 85128574	Datapipe, Inc.
V Stratosphere	38, 39, 42 & 45	2/16/2012 National ITU 85545169	Datapipe, Inc.
We Are The One	39 & 42	12/13/2010 National ITU 85196374	Datapipe, Inc.

Mark	Class	Filing Date/ Basis/ Application Number	Owner
Who Is The One	39 & 42	12/13/2010 National ITU 85196366	Datapipe, Inc.
Who Is the One?	39 & 42	12/13/2010 National ITU 85196385	Datapipe, Inc.
Your Cloud	38 & 42	11/10/2010 National ITU 85173828	Datapipe, Inc.