

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
Peer 1 Network Enterprises, Inc.		04/03/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Computershare Trust Company of Canada, as Trustee		
Street Address:	1500 University Street		
Internal Address:	Suite 700		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3A 3S8		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3980756	PEER 1 HOSTING	
Registration Number:	3306978	PEER 1 INTERNET INFRASTRUCTURE SOLUTIONS	
Registration Number:	3306975	PEER 1 INTERNET INFRASTRUCTURE SOLUTIONS	
Registration Number:	3306973	PEER 1 DEDICATED HOSTING	
Registration Number:	3213475	SERVERBEACH	
Registration Number:	3171103	LATENCY KILLS	
Registration Number:	3171102	LATENCY KILLS	
Registration Number:	3611117	SAAS3, POWERED BY PEER 1	
Registration Number:	3603229	PEER 1 WE GET IT	
Registration Number:	3603228	PEER 1 WE GET IT	
Registration Number:	3121070	PEER 1	
Registration Number:	3052944	PEER 1	
CORRESPONDENCE DATA			

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TRADEMARK
 REEL: 005002 FRAME: 0130

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Fax Number: 2124552502

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

Phone: (212) 455-2222

Email: ksolomon@stblaw.com

Correspondent Name: Marcela Robledo, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

001222/0001

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Marcela Robledo

Signature:

/mr/

Date:

04/09/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 3, 2013, between **PEER 1 NETWORK ENTERPRISES, INC.**, a corporation organized under the laws of British Columbia, Canada, located at Suite 1000 – 555 West Hastings Street, Vancouver, British Columbia, Canada (the "Grantor") and **COMPUTERSHARE TRUST COMPANY OF CANADA**, as Trustee (the "Trustee").

WITNESSETH

A. WHEREAS, pursuant to that certain Indenture dated as of November 14, 1996 (as amended, supplemented or otherwise modified from time to time, the "Indenture") among Cogeco Cable Inc. ("Cogeco") and the Trustee, the Trustee agreed to make certain financial accommodations to Cogeco; and

B. WHEREAS, in connection with the Indenture, the Grantor has executed and delivered that certain Collateral Agreement, dated as of the date hereof, to the Trustee (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

C. WHEREAS, as a condition precedent to the obligation of the Trustee to make certain financial accommodations to Cogeco, the Grantor is required to execute and deliver this Agreement and to further confirm the grant to the Trustee of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Trustee to make financial accommodations to Cogeco pursuant to the Indenture, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Collateral Agreement or in the Indenture, as applicable.

SECTION 2. Grant of Security Interest. As general and continuing security for the due payment and performance of the Secured Obligations, the Grantor mortgages, charges and assigns to the Trustee for the benefit of the Trustee and the Bondholders, and grants to the Trustee for the benefit of the Trustee and the Bondholders a security interest in all of its right, title or interest in or to its trademarks and trademark licenses, whether now owned or hereafter arising, created or acquired, including, without limitation, all trademark registrations and applications and exclusive trademark licenses identified on Schedule A attached hereto and made a part hereof (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Trustee in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Trustee under the Collateral Agreement as security for the discharge and performance of

the Secured Obligations. The Collateral Agreement (and all rights and remedies of the Trustee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

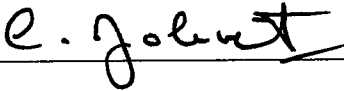
SECTION 6. Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(Remainder of the page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

PEER 1 NETWORK ENTERPRISES, INC.

By: 

Name: _____

Title: _____

TRUSTEE:

COMPUTERSHARE TRUST COMPANY OF
CANADA, as Trustee

By: *James Bedard*

Name: _____

Title: _____

By: *Amanda Cuke*

Name: _____

Title: _____

SCHEDULE A

Trademark Registrations and Applications

Owner/Credit Party	Jurisdiction	Registration Number	Description
Peer 1 Network Enterprises, Inc.	U.S.A.	85/117,215 3,980,756	PEER 1 HOSTING Registered: 2011-06-21 Renewal: 2021-06-21 Agents: Troutman Sanders, Atlanta
Peer 1 Network Enterprises, Inc.	U.S.A.	78/881,969 3,306,978	PEER 1 INTERNET INFRASTRUCTURE SOLUTIONS Design Registered: 2007-10-09 Renewal: 2017-10-09 Agents: Troutman Sanders, Atlanta
Peer 1 Network Enterprises, Inc.	U.S.A.	78/887,919 3,306,975	PEER 1 INTERNET INFRASTRUCTURE SOLUTIONS Design Registered: 2007-10-09 Renewal: 2017-10-09 Agents: Troutman Sanders, Atlanta
Peer 1 Network Enterprises, Inc.	U.S.A.	78/878,840 3,306,973	PEER 1 DEDICATED HOSTING Registered: 2007-10-09 Renewal: 2017-10-09 Agents: Troutman Sanders, Atlanta
Peer 1 Network Enterprises, Inc.	U.S.A.	78/878,811 3,213,475	SERVERBEACH Registered: 2007-02-27 Renewal: 2017-02-27 Agents: Troutman Sanders, Atlanta

Owner/Credit Party	Jurisdiction	Registration Number	Description
Peer 1 Network Enterprises, Inc.	U.S.A.	78/748,655 3,171,103	LATENCY KILLS Registered: 2006-11-14 Renewal: 2016-11-14 Agents: Troutman Sanders, Atlanta
Peer 1 Network Enterprises, Inc.	U.S.A.	78/748,641 3,171,102	LATENCY KILLS Registered: 2006-11-14 Renewal: 2016-11-14 Agents: Troutman Sanders, Atlanta
Peer 1 Network Enterprises, Inc.	U.S.A.	77/406,589 3,611,117	SaaS3, Powered by PEER 1 Registered: 2009-04-28 Renewal: 2019-04-28 Agents: Troutman Sanders, Atlanta
Peer 1 Network Enterprises, Inc.	U.S.A.	77/191,948 3,603,229	PEER 1 WE GET IT Registered: 2009-04-07 Renewal: 2019-04-07 Agents: Troutman Sanders, Atlanta
Peer 1 Network Enterprises, Inc.	U.S.A.	77/191,930 3,603,228	PEER 1 WE GET IT Registered: 2009-04-07 Renewal: 2019-04-07 Agents: Troutman Sanders, Atlanta
Peer 1 Network Enterprises, Inc.	U.S.A.	76/165,367 3,121,070	PEER 1 Registered: 2006-07-25 Renewal: 2016-07-25 Agents: Troutman Sanders, Atlanta
Peer 1 Network Enterprises, Inc.	U.S.A.	76/976,140 3,052,944	PEER 1 Registered: 2006-01-31 Renewal: 2016-01-31 Agents: Troutman Sanders, Atlanta