

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
GOGRID, LLC		06/11/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Partners for Growth III, L.P.
Street Address:	150 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3209759	10,000% GUARANTEED
Registration Number:	3860319	
Registration Number:	2992062	COLOSERVE
Registration Number:	3925528	COMPLEX INFRASTRUCTURE MADE EASY
Registration Number:	3564010	CONTROL IN THE CLOUD
Registration Number:	3360241	GOGRID
Registration Number:	2817090	SERVEPATH
Registration Number:	3842989	SKYSYS
Registration Number:	2886839	UNLIMITEL
Registration Number:	3305340	UPSTREAM NETWORKS
Registration Number:	3289522	UTILITY SERVE

CORRESPONDENCE DATA

Fax Number: 4157385371

OP \$290.00 3209759

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

Phone: 415-381-3283
Email: ben@greenspan-law.com
Correspondent Name: Benjamin Greenspan
Address Line 1: 620 Laguna Rd
Address Line 4: MILL VALLEY, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER:	PFG3-GOGRID
NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg2/
Date:	06/13/2013

Total Attachments: 3

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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of June 11, 2013, is between GoGrid, LLC, a Delaware limited liability company with its principal place of business at 2 Harrison Street, Suite 200, San Francisco, CA 94105 ("Assignor"), and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee"), pursuant to a Loan and Security Agreement of even date herewith by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement of even date with the Loan Documents (the "Security Agreement") in favor of the Assignee of even date herewith, by and between Assignor and Assignee;

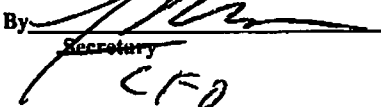
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

GoGrid, LLC

By 
Chief Executive Officer

By 
Secretary
CFD

Assignee:

PARTNERS FOR GROWTH III, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth III, LLC
Its General Partner

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Assignor:

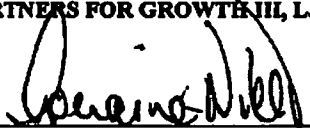
GoGrid, LLC

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By 
Name: Lorraine Nield

Title: Manager, Partners for Growth III, LLC
Its General Partner

**EXHIBIT 1
GoGrid, LLC**

Trademark Schedule

Serial Number - Registration Number	Date	Mark	Owner
3209759	2/13/2007	10,000% GUARANTEE	GoGrid, LLC
3860319	10/12/2010	Cloud Logo (see trademark summary)	GoGrid, LLC
2992062	09/06/2005	COLOSERVE	GoGrid, LLC
3925528	3/1/2011	COMPLEX INFRASTRUCTURE MADE EASY	GoGrid, LLC
3564010	1/20/2009	CONTROL IN THE CLOUD	GoGrid, LLC
3360241	12/25/2007	GoGrid	GoGrid, LLC
2817090	2/24/2004	SERVEPATH	GoGrid, LLC
3842989	8/31/2010	SkySys	GoGrid, LLC
2886839	9/21/2004	UNLIMITEL	GoGrid, LLC
3305340	10/9/2007	Upstream Networks	GoGrid, LLC
3289522	11/11/2007	UtilityServe	GoGrid, LLC