

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corelink Data Centers LLC		08/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Zayo Colocation, Inc.		
Street Address:	400 Centennial Parkway, Suite 200		
City:	Louisville		
State/Country:	COLORADO		
Postal Code:	80027		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4006984	BURSTABLE COLOCATION	
Registration Number:	4020166	BURSTABLE COLO	
CORRESPONDENCE DATA			
Fax Number:	3038630223		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	303-863-9700		
Email:	phirschman@sheridanross.com		
Correspondent Name:	Pamela N. Hirschman, Sheridan Ross P.C.		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	5778-56		
NAME OF SUBMITTER:	Pamela N. Hirschman		
Signature:	/Pamela N. Hirschman/		

CH \$65.00 4006984

Date:

09/10/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Trademark Assignment*"), dated as of August 16, 2013, is made by Corelink Data Centers LLC, a Delaware limited liability company (the "*Assignor*") to Zayo Colocation, Inc., a Delaware corporation (the "*Assignee*"). All capitalized terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of August 1, 2013 by and between Zayo Corelink Acquisition Sub, LLC, a Delaware limited liability ("*ZCAS*"), the Assignor and the other parties thereto (the "*Purchase Agreement*").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver to ZCAS the Acquired Assets, including the Assigned Intellectual Property Rights set forth on Exhibit A hereto (the "*Marks*").

WHEREAS, ZCAS has directed Assignor to, and Assignor has agreed to sell, transfer, convey, assign and deliver the Marks to Assignee.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ZCAS, Assignee and Assignor hereby agree as follows:

1. At the direction of ZCAS, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all right, title and interest in and to the Marks throughout the world, together with the goodwill of the business symbolized by the Marks and the right to recover for damages and profits for past infringements of the Marks.
2. Assignee hereby accepts assignment from Assignor of the Marks pursuant to the terms of the Purchase Agreement.
3. Assignor further agrees to execute and deliver all requested applications, assignments and other documents, and take such other measures as Assignee shall reasonably request in order to confirm, perfect or evidence more clearly Assignee's rights in the Marks, and hereby appoints the Assignee its attorney-in-fact to execute and deliver any such documents on Assignor's behalf in the event the Assignor fails or refuses to execute and deliver any such documents.
4. Nothing contained in this Trademark Assignment, express or implied, shall confer unto any Person, other than the parties hereto or their respective successors and assigns, any right, obligation, remedy or benefit hereunder.
5. Nothing contained in this Trademark Assignment shall, or shall be construed to, supersede, limit or qualify any provision of the Purchase Agreement or alter any liability or obligation of the Company or the Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Acquired Assets, including the Marks. To the extent there is a conflict between the terms and provisions of this Trademark Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

6. This Trademark Assignment shall be subject to all applicable provisions of the Purchase Agreement, including but not limited to, provisions relating to notices, severability and counterparts.

7. This Trademark Assignment and each provision hereof shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns all and singular.

8. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the laws of any other jurisdiction that might be applied because of the conflicts of law principles of the State of New York.

9. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures on this Trademark Assignment shall be deemed to be original signatures for all purposes.

10. This Trademark Assignment shall be deemed to have been delivered, and shall be effective, as of the Closing.

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IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed as of the date first written above.

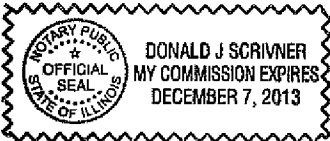
ASSIGNOR

CORELINK DATA CENTERS LLC

By: J. Sinder
Name: Jay Sinder
Title: Chief Executive Officer


STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Subscribed and sworn to before me
this 1st day of August, 2013.
Donald J. Scrivner
Notary Public



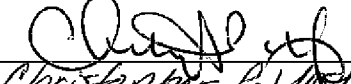
ASSIGNEE

ZAYO COLOCATION, INC.

By: 
Name: *Christopher P. Yost*
Title: *General Counsel*

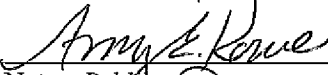
ZCAS

ZAYO CORELINK ACQUISITION SUB, LLC

By: 
Name: *Christopher P. Yost*
Title: *General Counsel*

STATE OF *Colorado*)
)
COUNTY OF *Boulder*) ss.

Subscribed and sworn to before me
this *27th* day of August, 2013.


Notary Public
Amy E. Rowe

**My Commission Expires
08/24/2014**

Schedule A

Marks

BURSTABLE COLOCATION (U.S. Reg. No. 4006984)

BURSTABLE COLO (U.S. Reg. No. 4020166)

CORELINK

