

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATAPIPE, INC.		04/16/2014	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: 10			
Property Type	Number	Word Mark	
Serial Number:	86031892	CLOUD DOMINION	
Serial Number:	86031615	CLOUDARITY	
Serial Number:	86122942	DATAPIPE	
Serial Number:	86136347	HARMONY	
Serial Number:	86136141	STRATOSPHERE	
Serial Number:	85964051	WE OPTIMIZE IT	
Serial Number:	85964136	WE OPTIMIZE IT	
Serial Number:	85964200	WE OPTIMIZE IT	
Serial Number:	85964261	WE OPTIMIZE IT	
Serial Number:	86136379	WE OPTIMIZE IT	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith, Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		

CH \$265.00 86031892

ATTORNEY DOCKET NUMBER:	35173-284 (HS)
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	04/21/2014
Total Attachments: 5 source=Datapipe EXECUTED - Trademark Security Agreement (second lien)#page1.tif source=Datapipe EXECUTED - Trademark Security Agreement (second lien)#page2.tif source=Datapipe EXECUTED - Trademark Security Agreement (second lien)#page3.tif source=Datapipe EXECUTED - Trademark Security Agreement (second lien)#page4.tif source=Datapipe EXECUTED - Trademark Security Agreement (second lien)#page5.tif	

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of April 16, 2014 (“**Supplement to 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.

WITNESSETH:

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 each Grantor is required to execute and deliver this Supplement to 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 Supplement to 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 Supplement to 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 and all applications to register a United States Trademark based on a Grantor’s “intent to use” such Trademark, unless and until acceptable evidence of use of such Trademark is submitted to and accepted by 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 Supplement to Trademark Security Agreement (Second Lien) is granted in conjunction with the 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 Supplement to 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 Supplement to Trademark Security Agreement (Second Lien).

Section 5. APPLICABLE LAW. THIS SUPPLEMENT TO 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 Supplement to Trademark Security Agreement (Second Lien) may be executed by one or more of the parties to this Supplement to 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.

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

DATAPIR, INC.

By: 

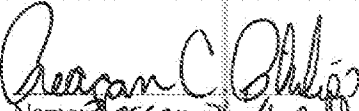
Name: Michael Bross

Title: Senior Vice President

[Second Lien Trademark Security Agreement]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By: 
Name: Morgan C. Phillips
Title: Authorized Signatory

[Second Lien Trademark Security Agreement]

SCHEDULE I
TRADEMARKS

Trademark Registrations and Applications

A. Trademark Registrations

None.

B. Trademark Applications

Mark	Class	Filing Date/ Basis/ Application Number	Owner
CLOUD DOMINION	42	08/07/2013 National ITU 86031892	Datapipe, Inc.
CLOUDARITY	42	08/07/2013 National ITU 86031615	Datapipe, Inc.
DATAPIPE	42	08/07/2013 National 86122942	Datapipe, Inc.
HARMONY	42	12/05/2013 National ITU 86136347	Datapipe, Inc.
STRATOSPHERE	42	12/05/2013 National ITU 86136141	Datapipe, Inc.
WE OPTIMIZE IT	38	06/19/2013 National ITU 85964051	Datapipe, Inc.
WE OPTIMIZE IT	39	06/19/2013 National ITU 85964136	Datapipe, Inc.
WE OPTIMIZE IT	42	06/19/2013 National ITU 85964200	Datapipe, Inc.
WE OPTIMIZE IT	45	06/19/2013 National ITU 85964261	Datapipe, Inc.
WE OPTIMIZE IT	42	12/05/2013 National ITU 86136379	Datapipe, Inc.