

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309627

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TierPoint Pennsylvania One, LLC	FORMERLY Philadelphia Technology Park, LLC	06/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Administrative Agent		
<b>Street Address:</b>	RBC Capital Markets, 20 King Street West		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85901448	PHILADELPHIA TECHNOLOGY PARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045818330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	404-581-8275		
<b>Email:</b>	srbrown@jonesday.com		
<b>Correspondent Name:</b>	Sidney R. Brown, Jones Day		
<b>Address Line 1:</b>	1420 Peachtree Street, NE		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	004702-600004		
<b>NAME OF SUBMITTER:</b>	Sidney R. Brown		
<b>SIGNATURE:</b>	/Sidney R. Brown/		
<b>DATE SIGNED:</b>	07/03/2014		
<b>Total Attachments: 5</b>			
source=TierPoint Trademark Security Agreement#page1.tif			
source=TierPoint Trademark Security Agreement#page2.tif			
source=TierPoint Trademark Security Agreement#page3.tif			

OP \$40.00 85901448

TRADEMARK

source=TierPoint Trademark Security Agreement#page4.tif

source=TierPoint Trademark Security Agreement#page5.tif

**TRADEMARK SECURITY AGREEMENT**  
**(TIERPOINT PENNSYLVANIA ONE, LLC)**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of June 20, 2014 by and between TIERPOINT PENNSYLVANIA ONE, LLC, a Delaware limited liability company (f/k/a Philadelphia Technology Park, LLC, a Pennsylvania limited liability company) ("Grantor"), and ROYAL BANK OF CANADA (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Third Amended and Restated Loan Agreement dated as of June 26, 2013, as amended by that certain First Amendment to Third Amended and Restated Loan Agreement dated as of April 11, 2014, and that certain Second Amendment to Third Amended and Restated Loan Agreement dated as of June 19, 2014 (as the same may be further amended, restated, modified or supplemented from time to time, the "Loan Agreement") by and among, TierPoint, LLC (f/k/a Cequel Data Centers III, LLC), as the Borrower, Cequel Data Centers II, LLC, as the Parent, the Lenders party thereto and the Administrative Agent.

**RECITALS:**

A. Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Third Amended and Restated Subsidiary Security Agreement, dated as of June 26, 2013 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of Grantor, including, without limitation, all of Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and Proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any trademark, and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the first day written above.

GRANTOR:

TIERPOINT PENNSYLVANIA ONE, LLC, a  
Delaware limited liability company

By:   
Paul R. Estes  
Chief Executive Officer



Schedule 1

to

Trademark Security Agreement

**FEDERAL TRADEMARKS**

Owner of Record	Country of Registration	Trademark	Serial Number	Filing Date	Registration Date	Goods
Philadelphia Technology Park, LLC	United States	PHILADELPHIA TECHNOLOGY PARK	85901448	April 11, 2013	Pending Office Action	Service mark

**STATE TRADEMARKS**

None.

---

<sup>1</sup> To be updated to reflect name change to TierPoint Pennsylvania One, LLC.