

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM315304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Layered Technologies, Inc.		08/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1 Pierrepont Plaza, 7th Floor		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3144394	LAYERED TECHNOLOGIES	
Registration Number:	3590647		
Registration Number:	3641443	THE VIRTUALIZATION SPECIALIST	
Registration Number:	3284932	LAYERED TECH	
Registration Number:	2997267	FASTSERVERS.NET	
Registration Number:	3738942	SERVERHEROES	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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>			
Phone:	2127353000		
Email:	justin.selle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	391000/1435		
NAME OF SUBMITTER:	Ken Kumayama		
SIGNATURE:	/Ken Kumayama/		
DATE SIGNED:	08/27/2014		
Total Attachments: 6			

TRADEMARK

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TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)

This TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of August 18, 2014 (“**Trademark Security Agreement (Second Lien)**”), made by LAYERED TECHNOLOGIES, INC., a Delaware corporation located at 5068 W. Plano Parkway, Suite #290, Plano, Texas 75093 (the “**Grantor**”), is in favor of MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation located at 1 Pierrepont Plaza, 7th Floor, Brooklyn, NY 11201, 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 March 15, 2013 (as amended by Amendment No. 1 to Second Lien Credit Agreement, dated as of April 16, 2014, and as further amended, restated, amended and 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.

W I T N E S S E T H:

WHEREAS, the Grantor entered into that certain Assumption Agreement (Second Lien), dated as of the date hereof, made by the Grantor and the other parties thereto, by which the Grantor became a party to that certain Second Lien Guarantee and Collateral Agreement, dated as of March 15, 2013 (as amended to date, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Guarantee and Collateral Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement (Second Lien); and

NOW, THEREFORE, 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 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 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 all applications to register a United States Trademark based on the Grantor's "intent to use" such Trademark, unless and until acceptable evidence of use of such Trademark is submitted to and accepted by to 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 Trademark Security Agreement (Second Lien) is granted in conjunction with 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 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 Trademark Security Agreement.

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

SECTION 7. Intercreditor. Notwithstanding anything herein to the contrary, (i) it is the understanding of the parties that the Liens granted pursuant to Section 2 shall be subject and subordinate to the Liens granted to the First Lien Collateral Agent (as defined in the Second Lien Intercreditor Agreement) to secure the First Lien Secured Obligations (as defined in the Second Lien Intercreditor Agreement) pursuant to the Trademark Security Agreement (First Lien), dated the date hereof, by the Grantor in favor of the Collateral Agent and (ii) the Liens and security interest granted to

the Collateral Agent pursuant to this Trademark Security Agreement (Second Lien) and the rights and obligations of the parties hereunder, including without limitation the right to exercise any right or remedy of the Collateral Agent or the Secured Parties hereunder, are subject to the provisions of the Second Lien Intercreditor Agreement. In the event of a conflict between the terms of the Second Lien Intercreditor Agreement and this Trademark Security Agreement (Second Lien), the terms of the Second Lien Intercreditor Agreement shall govern and control.

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

LAYERED TECHNOLOGIES, INC.

By: 

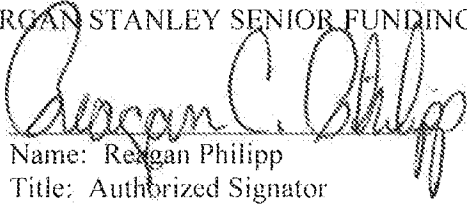
Name: Michael Bross

Title: Senior Vice President

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By:


Name: Reagan Philipp
Title: Authorized Signator

TRADEMARKSTrademark Registrations and Applications

Owner	Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)
Layered Technologies, Inc.	LAYERED TECHNOLOGIES	US	3144394	9/19/2006
Layered Technologies, Inc.	quadrilateral design	US	3590647	3/17/2009
Layered Technologies, Inc.	THE VIRTUALIZATION SPECIALIST	US	3641443	6/16/2009
Layered Technologies, Inc.	LAYERED TECH	US	3284932	8/28/2007
Layered Technologies, Inc.	2009 Miscellaneous Design	US	3590647	3/17/2009
Layered Technologies, Inc. (formerly known as Fastservers, Inc.)	FASTSERVERS.NET	US	2997267	9/20/2005
Layered Technologies, Inc. (formerly known as Greensoft Solutions, Inc.,)	SERVERHEROES	US	3738942	1/19/2010
Layered Technologies, Inc. (formerly known as Fastservers, Inc.)	FS FASTSERVERS.NET & Design	Canada	TMA69231 7	7/18/2007
Layered Technologies, Inc. (formerly known as Fastservers, Inc.)	FASTSERVERS.NET	Canada	TMA69210 2	7/16/2007