

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317524

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MASERGY COMMUNICATIONS, INC.		09/19/2014	CORPORATION: DELAWARE
MASERGY CLOUD UC CORPORATION	FORMERLY BROADCORE COMMUNICATIONS CORPORATION	09/19/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4051930	
Serial Number:	77696056	ETHERNET NATION
Registration Number:	4051929	MASERGY
Registration Number:	2735575	MASERGY
Registration Number:	3410367	BROADCORE
Registration Number:	3711364	SIMPLY CONNECT
Serial Number:	85950538	DOPPLER INFRASTRUCTURE MANAGEMENT
Serial Number:	86189549	360° LIVING SECURITY AUDIT
Registration Number:	2715129	GLOBAL DATAGUARD

CORRESPONDENCE DATA

Fax Number: 4045725100

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.

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

TRADEMARK

Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER: MASERGY - 09636.015073

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 09/19/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 19, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MASERGY COMMUNICATIONS, INC.,
as Grantor

By: 
Name: Robert Bodnar
Title: Chief Financial Officer, Executive
Vice President and Secretary

MASERGY CLOUD UC CORPORATION (F/K/A
BROADCORE COMMUNICATIONS
CORPORATION),
as Grantor

By: 
Name: Robert Bodnar
Title: Chief Financial Officer, Executive
Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

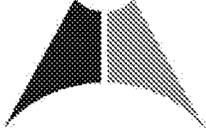
GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: Matthew Kane

Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Database	Status	App. No. App. Date	Reg. No. Reg. Date	Owner
Design Only 	U.S. Federal	Registered		4,051,930 8-Nov-2011	Masergy Communications, Inc.
Design Only 	Community Trademarks	Registered		9916164 27-Sept-2011	Masergy Communications, Inc.
ETHERNET NATION	U.S. Federal	Registered		77/696,056 08-DEC-2009	Masergy Communications, Inc.
MASERGY & Design 	U.S. Federal	Registered		4,051,929 8-Nov-2011	Masergy Communications, Inc.
MASERGY & Design 	UK	Registered		2579421 21-April-2011	Masergy Communications, Inc.
MASERGY	U.S. Federal	Registered	78/039854 19-DEC-2000	2735575 08-JUL-2003	Masergy Communications, Inc.
MASERGY	UK	Registered		8236887 23-April-2009	Masergy Communications, Inc.
BROADCORE	U.S. Federal	Registered		3410367 08-April-2008	Masergy Cloud UC Corporation
SIMPLY CONNECT	U.S. Federal	Registered		3711364 17-Nov-2009	Masergy Cloud UC Corporation
DOPPLER INFRASTRUCTURE MANAGEMENT	U.S. Federal	Registered		85/950,538 04-June-2013	Masergy Communications, Inc.
360° Living Security Audit	U.S. Federal	Registered		86189549 10-Feb-2014	Masergy Communications, Inc.
GLOBAL DATAGUARD	U.S. Federal	Registered	76/296,626	2715129 13-May-2013	Masergy Communications, Inc.