

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement (Second Lien) recorded at Reel 4995/Frame 0304		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		01/14/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC, as Administrative Agent and Collateral Agent		
Street Address:	77 King Street West		
Internal Address:	TN North Tower 25th Floor		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	4173723	DATAPIPE	
Registration Number:	3856337	DATAPIPE	
Registration Number:	3856349	DATAPIPE	
Registration Number:	4141475	DATAPIPE GREEN	
Registration Number:	4123923	DATAPIPE	
Registration Number:	3404027	DATAPIPE	
Registration Number:	4141476	DATAPIPE MANAGED CLOUD	
Registration Number:	4286502	DATAPIPE YOUR CLOUD MANAGED	
Registration Number:	4286497	DATAPIPE THIS IS YOUR CLOUD	
Registration Number:	3826385	DATAPIPE YOUR COMPETITIVE EDGE	
Registration Number:	3809691	DATAPIPE YOUR COMPETITIVE EDGE	
Registration Number:	3404034	OPERATIONAL EMPATHY	
Registration Number:	4176001	STRATOSPHERE	
Registration Number:	4176002	STRATOSPHERE	
Registration Number:	4179798	STRATOSPHERE REACH BEYOND THE CLOUD	
Registration Number:	4176003	STRATOSPHERE REACH BEYOND THE CLOUD	
Registration Number:	4115833	THIS IS YOUR CLOUD	

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Property Type	Number	Word Mark
Registration Number:	4115861	YOUR CLOUD MANAGED
Registration Number:	3826386	YOUR COMPETITIVE EDGE
Registration Number:	3854776	YOUR COMPETITIVE EDGE
Registration Number:	4185126	YOUR ENTERPRISE VIRTUALIZED
Serial Number:	85736639	DATAPIPE
Serial Number:	85128578	DATAPIPE HARMONY
Serial Number:	85257203	DATAPIPE ONE
Serial Number:	85746798	DATAPIPE STRATOSPHERE
Serial Number:	85746869	DATAPIPE STRATOSPHERE
Serial Number:	85746910	DATAPIPE STRATOSPHERE
Serial Number:	85746965	DATAPIPE STRATOSPHERE
Serial Number:	85173811	DATAPIPE YOUR CLOUD
Serial Number:	85545122	E STRATOSPHERE
Serial Number:	85128574	HARMONY
Serial Number:	85545169	V STRATOSPHERE
Serial Number:	85196374	WE ARE THE ONE
Serial Number:	85196366	WHO IS THE ONE
Serial Number:	85196385	WHO IS THE ONE?
Serial Number:	85173828	YOUR CLOUD

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	927268-605016
NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	01/16/2015

Total Attachments: 6

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**ASSIGNMENT OF SECURITY INTERESTS
IN TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of January 14, 2015 ("Effective Date") by MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation (the "Assignor") in favor of TORONTO DOMINION (TEXAS) LLC ("Assignee").

WHEREAS, among others, Assignor and DATAPIPE, INC. ("Borrower") are parties to that certain Second Lien Credit Agreement, dated March 15, 2013, as amended by that certain Amendment No. 1 to Second Lien Credit Agreement, dated as of April 16, 2014 (as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Second Lien Credit Agreement"), pursuant to which Borrower granted Assignor a security interest in and lien on certain assets of Borrower;

WHEREAS, in connection with the Second Lien Credit Agreement, Borrower executed that certain Trademark Security Agreement (Second Lien) in favor of Assignor, dated March 15, 2013, (the "Trademark Security Agreement"), as supplemented by that certain Supplement Trademark Security Agreement (as defined below), and that certain Copyright Security Agreement (Second Lien) in favor of Assignor, dated March 15, 2013 (the "Copyright Security Agreement"), pursuant to which Borrower granted the Secured Party a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement and the Supplement Trademark Security Agreement) and Copyright Collateral (as defined in the Copyright Security Agreement), respectively, including the trademark and copyright registrations and applications set forth on Schedule A hereto (collectively, the "Trademark and Copyright Collateral");

WHEREAS, the Trademark Security Agreement (prior to modification by the Supplement Trademark Security Agreement), was recorded with the United States Patent and Trademark Office on April 1, 2013, at Reel 4995, Frame 0304;

WHEREAS, Borrower subsequently executed that certain Supplement to Trademark Agreement (the "Supplement Trademark Security Agreement") in favor of Assignor pursuant to which, among other things, it supplemented the schedules to the Trademark Security Agreement, and such agreement was recorded with the United States Patent and Trademark Office on April 21, 2014, at Reel 5265, Frame 0093;

WHEREAS, the Copyright Security Agreement was recorded with the United States Copyright Office on March 29, 2013, at Volume 3627, Document 177;

WHEREAS, in connection with the Second Lien Credit Agreement, Layered Technologies, Inc. ("LTI") executed that certain Trademark Security Agreement (Second Lien) in favor of Assignor, dated August 18, 2014, (the "LTI Trademark");

Security Agreement”), and that certain Copyright Security Agreement (Second Lien) in favor of Assignor, dated August 18, 2014 (the “LTI Copyright Security Agreement”), pursuant to which LTI granted the Secured Party a security interest in the Trademark Collateral (as defined in the LTI Trademark Security Agreement) and Copyright Collateral (as defined in the LTI Copyright Security Agreement), including the trademark and copyright registrations and applications set forth on Schedule A hereto (collectively, the “LTI Trademark and Copyright Collateral”);

WHEREAS, the LTI Trademark Security Agreement, was recorded with the United States Patent and Trademark Office on August 27, 2014, at Reel 5352, Frame 0351;

WHEREAS, the LTI Copyright Security Agreement was recorded with the United States Copyright Office on [], at Volume [], Document [];

WHEREAS, pursuant to that certain Resignation of Agent and Appointment of Agent Agreement of even date herewith, Assignor assigned to Assignee all rights and interests in and to the Loan and the Loan Documents (as such terms are defined in the Second Lien Credit Agreement), including, without limitation, all security interests or liens in the Trademark and Copyright Collateral and the LTI Trademark and Copyright Collateral; and

WHEREAS, Assignor and Assignee wish to record the assignment of the security interests granted by the Trademark Security Agreement (as amended by the Supplement Security Agreement), the LTI Trademark Security Agreement, the Copyright Security Agreement and the LTI Copyright Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, respectively.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and grants to Assignee any and all security interests it has in the Trademark and Copyright Collateral and the LTI Trademark and Copyright Collateral.

This Assignment shall be construed in accordance with and governed by the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

MORGAN STANLEY SENIOR FUNDING, INC.

By: [Signature]

Name: SESPITEN B. KING

Title: VP

SCHEDULE A

Trademark Registrations

Mark	Class	Registration Number/Date	Owner
DATAPIPE	39 & 42	4173723 07/12/2012	Datapipe, Inc.
DATAPIPE	38	3856337 10/05/2010	Datapipe, Inc.
DATAPIPE	42	3856349 10/05/2010	Datapipe, Inc.
DATAPIPE GREEN	39 & 42	4141475 05/15/2012	Datapipe, Inc.
DATAPIPE	39 & 42	4123923 04/10/2012	Datapipe, Inc.
DATAPIPE	38 & 42	3404027 04/01/2008	Datapipe, Inc.
DATAPIPE MANAGED CLOUD	39 & 42	4141476 05/15/2012	Datapipe, Inc.
DATAPIPE THIS IS YOUR CLOUD	39 & 42	4286502 02/05/2013	Datapipe, Inc.
DATAPIPE YOUR CLOUD MANAGED	39 & 42	4286497 02/05/2013	Datapipe, Inc.
DATAPIPE YOUR COMPETITIVE EDGE	38	3826385 07/27/2010	Datapipe, Inc.
DATAPIPE YOUR COMPETITIVE EDGE	42	3809691 06/29/2010	Datapipe, Inc.
OPERATIONAL EMPATHY	42	3404034 04/01/2008	Datapipe, Inc.
STRATOSPHERE	38	4176001 07/17/2012	Datapipe, Inc.
STRATOSPHERE	42	4176002 07/17/2012	Datapipe, Inc.
STRATOSPHERE REACH BEYOND THE CLOUD	38	4179798 07/24/2012	Datapipe, Inc.
STRATOSPHERE REACH BEYOND THE CLOUD	42	4176003 07/17/2012	Datapipe, Inc.
THIS IS YOUR CLOUD	39 & 42	4115833 03/20/2012	Datapipe, Inc.

YOUR CLOUD MANAGED	39 & 42	4115861 03/20/2012	Datapipe, Inc.
YOUR COMPETITIVE EDGE	38	3826386 07/27/2010	Datapipe, Inc.
YOUR COMPETITIVE EDGE	42	3854776 09/28/2010	Datapipe, Inc.
YOUR ENTERPRISE VIRTUALIZED	39 & 42	4185126 08/07/2012	Datapipe, Inc.

Trademark Applications

Mark	Class	Filing Date/ Basis/ Application Number	Owner
Datapipe	45	9/24/2012 National 85736639	Datapipe, Inc.
Datapipe Harmony	39 & 42	09/13/2010 National 85128578	Datapipe, Inc.
Datapipe One	39 & 42	3/3/2011 National ITU 85257203	Datapipe, Inc.
Datapipe Stratosphere	38	10/5/2012 National ITU 85746798	Datapipe, Inc.
Datapipe Stratosphere	39	10/5/2012 National ITU 85746869	Datapipe, Inc.
Datapipe Stratosphere	42	10/5/2012 National ITU 85746910	Datapipe, Inc.
Datapipe Stratosphere	45	10/5/2012 National ITU 85746965	Datapipe, Inc.
Datapipe Your Cloud	39 & 42	11/10/2010 National ITU 85173811	Datapipe, Inc.
E Stratosphere	38, 39,42 & 45	2/16/2012 National ITU 85545122	Datapipe, Inc.
Harmony	39 & 42	09/13/2010 National ITU 85128574	Datapipe, Inc.
V Stratosphere	38, 39, 42 & 45	2/16/2012 National ITU 85545169	Datapipe, Inc.

We Are The One	39 & 42	12/13/2010 National ITU 85196374	Datapipe, Inc.
Who Is The One	39 & 42	12/13/2010 National ITU 85196366	Datapipe, Inc.
Who Is the One?	39 & 42	12/13/2010 National ITU 85196385	Datapipe, Inc.
Your Cloud	38 & 42	11/10/2010 National ITU 85173828	Datapipe, Inc.