

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM329267

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment of Security Agreement - Second Lien recorded at Reel 5265/Frame 0093 | | |
| 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: | TD North Tower 25th Floor | | |
| City: | Toronto, ON | | |
| State/Country: | CANADA | | |
| Postal Code: | M5K 1A2 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: 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: | 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> | | | |
| Phone: | 404-581-8275 | | |
| Email: | srbrown@jonesday.com | | |
| Correspondent Name: | Sidney R. Brown, Jones Day | | |

CH \$265.00 86031892

| | |
|------------------------|---------------------------|
| 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: 4

source=Datapipe Assignment of Security Agreement -Second Lien - Reel 5265 Frame 0093#page1.tif
source=Datapipe Assignment of Security Agreement -Second Lien - Reel 5265 Frame 0093#page2.tif
source=Datapipe Assignment of Security Agreement -Second Lien - Reel 5265 Frame 0093#page3.tif
source=Datapipe Assignment of Security Agreement -Second Lien - Reel 5265 Frame 0093#page4.tif

**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: SEPTEN B. KING

Title: VP

Assignment of Security Interests in Trademarks and Copyrights

TRADEMARK
REEL: 005442 FRAME: 0600

SCHEDULE A
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. |