

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331478

<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>
EDGECONNEX, INC.		11/14/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SQUARE 1 BANK		
<b>Street Address:</b>	406 Blackwell Street		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85099612	EDGECONNEX	
<b>Serial Number:</b>	85491342	MEET YOU POINT	
<b>Serial Number:</b>	85888386	EDGE COLO	
<b>Serial Number:</b>	85841989	EDGE DATA CENTERS	
<b>Serial Number:</b>	85888410	EDGE POP	
<b>Serial Number:</b>	86082158	EC EDGECONNEX	
<b>Serial Number:</b>	86406057	EDGEOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>	9193143086		
<b>Email:</b>	loandocsdept@square1bank.com		
<b>Correspondent Name:</b>	SQUARE 1 BANK		
<b>Address Line 1:</b>	406 Blackwell Street		
<b>Address Line 2:</b>	Suite 240		
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	Lee Conner		
<b>SIGNATURE:</b>	/leeconner-tkf/		

CH \$190.00 85099612

<b>DATE SIGNED:</b>	02/08/2015
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**Total Attachments: 7**

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- source=Intellectual Property Security Agreement 11-14-14#page5.tif
- source=Intellectual Property Security Agreement 11-14-14#page6.tif
- source=Intellectual Property Security Agreement 11-14-14#page7.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 14, 2014 by and between SQUARE 1 BANK ("Agent") and EDGECONNEX, INC., a Delaware corporation ("Grantor").

**RECITALS**

A. The Banks have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between the Banks, Agent, Grantor and certain Subsidiaries of Grantor, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. The Banks are willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, as agent for the Banks, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, as agent for the Banks, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between the Banks and Grantor, Grantor grants and pledges to Agent, as agent for the Banks, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Agent, as agent for the Banks, under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to

Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

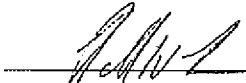
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**EDGECONNEX, INC.**

2201 Cooperative Way  
Suite 200  
Herndon, VA 20171

By:   
Name: RANDALL BROUCKMAN  
Title: CEO

**AGENT:**

Address of Agent:

**SQUARE 1 BANK**

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**EDGECONNEX, INC.**

Address of Grantor:

2201 Cooperative Way  
Suite 200  
Herndon, VA 20171

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENT:**

**SQUARE 1 BANK**

Address of Agent:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: *Elizabeth P. Orsinger*

Name: ELIZABETH P. ORSINGER

Title: VICE PRESIDENT

EXHIBIT A  
COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
None		



EXHIBIT C  
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
EdgeConneX	85099612	11/8/2011
Meet Your Point	85491342	3/12/2013
EDGE COLO	85888386	9/17/2013
EDGE DATA CENTERS	85841989	10/1/2013
EDGE POP	85888410	9/17/2013
EC EDGECONNEX	86082158	10/21/2014
EDGEOS	86406057	9/25/2014