

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EARTHLINK MANAGED SERVICES, LLC		02/01/2016	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	ZB, N.A.		
Doing Business As:	ZIONS FIRST NATIONAL BANK		
Street Address:	Zions First National Bank		
Internal Address:	1 South Main Street, 15th Floor		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2721727	CENTERBEAM	
Registration Number:	3774309	CENTERBEAM	
Registration Number:	3526532		
CORRESPONDENCE DATA			
Fax Number:	4156597455		
<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:	415-836-2551		
Email:	nancy.chow@dlapiper.com		
Correspondent Name:	Nancy Chow		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	406728-000006		
NAME OF SUBMITTER:	Nancy Chow		
SIGNATURE:	/s/ Nancy Chow		

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DATE SIGNED:	02/01/2016
Total Attachments: 4 source=Trademark Security Agreement (Executed)#page1.tif source=Trademark Security Agreement (Executed)#page2.tif source=Trademark Security Agreement (Executed)#page3.tif source=Trademark Security Agreement (Executed)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (as amended, novated, supplemented and/or restated from time to time, this "Agreement") dated as of February 1, 2016, is made by EARTHLINK MANAGED SERVICES, LLC, a South Carolina limited liability company ("Grantor"), in favor of ZB, N.A., DBA ZIONS FIRST NATIONAL BANK, a national banking association, in its capacity as Administrative Agent (in such capacity, and including any successor thereto, "Administrative Agent"), for the benefit of the Lender Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

A. Pursuant to that certain Credit Agreement dated as of October 30, 2015, as amended by that certain First Amendment to Credit Agreement dated as of February 1, 2016 (collectively, as may be further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Synoptek Holdco, LLC, a Delaware limited liability company, as a guarantor thereunder, Synoptek, LLC, a California limited liability company, and Grantor, each as borrowers thereunder, the Lender Parties, as defined therein (collectively, "Lender Parties"), Administrative Agent and Issuing Bank as defined therein, the Lender Parties have agreed to make loans and certain other financial accommodations to Grantor.

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered a Security Agreement of even date herewith in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the other Lender Parties a continuing security interest in, among other assets, all of its Trademarks (as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing Lien in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the other Lenders Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of Lien herein with the Trademark Division of the United States Patent and Trademark Office. The Lien granted hereby has been granted to the Administrative Agent for the benefit of the Lender Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Lender Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the Lien in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Signature page follows

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its authorized officer on the date hereof.

EARTHLINK MANAGED SERVICES, LLC

By: 
Name: Timothy Britt
Title: Chief Executive Officer

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Trademark	Registration No.
Earthlink Managed Services, LLC	CENTERBEAM	TMA775,873 (Canada)
Earthlink Managed Services, LLC	CENTERBEAM LOGO	TMA783,336 (Canada)
Earthlink Managed Services, LLC	CENTERBEAM	2,721,727 (US)
Earthlink Managed Services, LLC	CENTERBEAM	3,774,309 (US)
Earthlink Managed Services, LLC	CENTERBEAM	3,526,532 (US)