

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IO Data Centers, LLC		10/19/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	9062 Old Annapolis Road		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21045		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3925870	DIGITRICITY	
Registration Number:	3839304	SCALE MATTERS	
Registration Number:	3844294	I/O ON DEMAND	
Registration Number:	3827956	I/O	
Registration Number:	3912429	I/O ANYWHERE	
Registration Number:	3963695	I/O PORTAL	
Registration Number:	3959965	I/O OS	
Registration Number:	4146410	IO	
Registration Number:	4150185	IO OS	
Registration Number:	4522449	IO.CLOUD	
Registration Number:	4231563	POWERED BY IO	
Registration Number:	4293496	IO FINANCIAL	
Registration Number:	4264672	IO NOTIFY	
Registration Number:	4304649	IO ANYWHERE	
Registration Number:	4869157	IO	
Registration Number:	4660599	IO.ANALYTICS	
Registration Number:	4574442	IO	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 3925870

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	44441-00905
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	10/24/2016
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Total Attachments: 5

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Confirmatory Grant”), is effective as of October 19, 2016 by and from IO Data Centers, LLC, a Delaware limited liability company, having an address at 1475 N. Scottsdale Road, Suite 120, Scottsdale, Arizona 85257 (the “Grantor”), to and in favor of Wells Fargo Bank, N.A., a national banking association, having an address at 9062 Old Annapolis Road, Columbia, Maryland 21045 (the “Grantee”).

WHEREAS, Grantor, IO Data Centers Holdings, LLC, a Delaware limited liability company, IO.CLOUD, LLC, a Delaware limited liability company, IO Data Centers USA, LLC, a Delaware limited liability company, IO Capital Princess, LLC, a Delaware limited liability company, IO Phoenix One, LLC, a Delaware limited liability company, IO New Jersey ONE, LLC, a Delaware limited liability company, IO Ohio One, LLC, a Delaware limited liability company, 4802 E Van Buren, LLC, a Delaware limited liability company, IO Data Centers Government Services, LLC, a Delaware limited liability company and IO International Holdings, LLC, a Delaware limited liability company (together with their permitted successors and assigns, collectively, the “Borrowers”), IO Europe Limited, a company incorporated in England and Wales, IO UK One Limited, a company incorporated in England and Wales, IO Singapore DcaaS Pte. Ltd., a company with limited liability incorporated under the laws of Singapore, and IO Singapore Management Pte. Ltd., a company with limited liability incorporated under the laws of Singapore (together with their permitted successors and assigns), Grantor, in its capacity as agent for the Borrowers, Grantee, as Administrative Agent and the Lenders party thereto have entered into a Loan Agreement dated as of October 19, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Borrowers, the other Borrowers from time to time party thereto, and Grantee, as Administrative Agent, have entered into a Security Agreement dated as of October 19, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor is the owner of all right, title and interest in and to the United States trademarks and associated United States trademark registrations and applications for registration set forth in Schedule A attached hereto, provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15. U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein) (collectively, the “Trademarks”); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of

Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the Grantor and Grantee agree as follows:

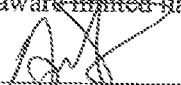
- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement and the Security Agreement.
- 2) The Security Interest.
 - a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), this Confirmatory Grant shall automatically terminate and be of no further force and effect. Grantee shall promptly, upon such termination, execute, acknowledge and deliver to Grantor all instruments reasonably requested by Grantor in writing, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.
 - b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Schedule A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of such Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.
- 3) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed, enforced and interpreted in accordance with, the law of the State of New York.
- 4) Exculpation. The provisions of Section 10.1 of the Credit Agreement are hereby incorporated by reference into this Confirmatory Grant to the same extent and with the same force as if fully set forth herein, and, in the event of any conflict, the provisions of Section 10.1 of the Credit Agreement shall control and be binding.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:



IO DATA CENTERS, LLC,
a Delaware ~~limited liability~~ company


By: 
Name: Anthony L. Wajel
Title: President

ACTIVE 217640763

TRADEMARK
REEL: 005906 FRAME: 0814

SCHEDULE A
TRADEMARKS

Country	Owner	Trademark	Application Date	Serial No.	Registration Date	Registration No.	Status
United States	IO DATA CENTERS, LLC	DIGITRICITY	11/21/2007	77335138	3/1/2011	3925870	Registered
United States	IO DATA CENTERS, LLC	SCALE MATTERS	11/30/2009	77882496	8/24/2010	3839304	Registered
United States	IO DATA CENTERS, LLC	ON DEMAND	12/07/2009	77887886	9/7/2010	3844294	Registered
United States	IO DATA CENTERS, LLC		12/29/2009	77902242	8/3/2010	3827956	Registered
United States	IO DATA CENTERS, LLC	ANYWHERE	4/15/2010	85015337	1/25/2011	3912429	Registered
United States	IO DATA CENTERS, LLC	IO PORTAL	08/12/2010	85106044	5/17/2011	3963695	Registered
United States	IO DATA CENTERS, LLC	OS	08/27/2010	85117976	5/10/2011	3959965	Registered
United States	IO DATA CENTERS, LLC		09/26/2011	85432396	5/22/2012	4146410	Registered
United States	IO DATA CENTERS, LLC	OS	10/11/2011	85444337	5/29/2012	4150185	Registered

United States	IO DATA CENTERS, LLC	IO. CLOUD	02/07/2012	85535967	4/29/2014	4522449	Registered
United States	IO DATA CENTERS, LLC	POWERED BY IO	04/25/2012	85608454	10/23/2012	4231563	Registered
United States	IO DATA CENTERS, LLC	IO FINANCIAL	06/04/2012	85642842	2/19/2013	4293496	Registered
United States	IO DATA CENTERS, LLC	IO NOTIFY	06/05/2012	85643493	12/25/2012	4264672	Registered
United States	IO DATA CENTERS, LLC	IO ANYWHERE	07/06/2012	85670536	3/19/2013	4304649	Registered
United States	IO DATA CENTERS, LLC		06/17/2014	86311986	12/15/2015	4869157	Registered
United States	IO DATA CENTERS, LLC	IO ANALYTICS	08/26/2013	86048375	12/23/2014	4660599	Registered
United States	IO DATA CENTERS, LLC	IO	05/10/2013	85929069	6/29/2014	4574442	Registered