

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Masergy Communications, Inc.		12/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85157526		
Serial Number:	85157522	MASERGY	
Serial Number:	77647831	SIMPLY CONNECT	
Serial Number:	76296626	GLOBAL DATAGUARD	
Serial Number:	78039854	MASERGY	
Serial Number:	86736789	360° LIVING SECURITY AUDIT	
Serial Number:	86845290	MANAGED NETWORK F(N)	
Serial Number:	86845313	VIRTUAL F(N)	
Serial Number:	86845325	CLOUD F(N)	
Serial Number:	86845303	PREMISE F(N)	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6463667120		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Daniel Gold/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	NEW YORK, NEW YORK 10036		

CH \$265.00 85157526

ATTORNEY DOCKET NUMBER:	1155735-0167-N997
NAME OF SUBMITTER:	Daniel Gold
SIGNATURE:	/Daniel Gold/
DATE SIGNED:	12/16/2016
Total Attachments: 4 source=Masergy - Second Lien Trademark Security Agreement [EXECUTED] (2)#page1.tif source=Masergy - Second Lien Trademark Security Agreement [EXECUTED] (2)#page2.tif source=Masergy - Second Lien Trademark Security Agreement [EXECUTED] (2)#page3.tif source=Masergy - Second Lien Trademark Security Agreement [EXECUTED] (2)#page4.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of December 15, 2016, by MASERGY COMMUNICATIONS, INC., a Delaware corporation (the “**Grantor**”), in favor of ANTARES CAPITAL LP, in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (as defined in the Second Lien Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as December 15, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement and the Second Lien Credit Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral.** The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. **The Second Lien Security Agreement.** The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Second Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. **Termination.** Upon the termination of the Second Lien Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. **Counterparts.** This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

MASERGY COMMUNICATIONS, INC.

By: 

Name: Robert Bodnar

Title: Executive Vice President,
Chief Financial Officer
and Secretary

[Second Lien Trademark Security Agreement]



TRADEMARK
REEL: 005938 FRAME: 0658

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005938 FRAME: 0659

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
Masergy Communications, Inc.		85157526	10/20/2010	4051930	11/8/2011
Masergy Communications, Inc.	 MASERGY	85157522	10/20/2010	4051929	11/8/2011
Masergy Communications, Inc.	SIMPLY CONNECT	77647831	1/12/2009	3711364	11/17/2009
Masergy Communications, Inc.	GLOBAL DATAGUARD	76296626	8/8/2001	2715129	5/13/2003
Masergy Communications, Inc.	MASERGY	78039854	12/19/2000	2735575	7/8/2003
Masergy Communications, Inc.	360° LIVING SECURITY AUDIT	86736789	8/25/2015	5062089	10/18/2016

Applications:

Owner	Mark/Name	Appl. No.	Filing Date	Reg. No.	Reg. Date
Masergy Communications, Inc.	MANAGED NETWORK F(N)	86845290	12/10/2015	Pending	Pending
Masergy Communications, Inc.	VIRTUAL F(N)	86845313	12/10/2015	Pending	Pending
Masergy Communications, Inc.	CLOUD F(N)	86845325	12/10/2015	Pending	Pending
Masergy Communications, Inc.	PREMISE F(N)	86845303	12/10/2015	Pending	Pending