

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410383

<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 EDC NORTH AMERICA, LLC		08/02/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association, as Agent		
<b>Street Address:</b>	145 Bank Street		
<b>City:</b>	Waterbury		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06702		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</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>Serial Number:</b>	86652741	EDGECONNEX INTERNET OF EVERYWHERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Daniel L. Scales		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2004945-0035		
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales		

OP \$215.00 85099612

<b>SIGNATURE:</b>	/daniel l. scales/
<b>DATE SIGNED:</b>	12/28/2016
<b>Total Attachments: 7</b> source=09. Trademark Security Agreement (Executed)#page1.tif source=09. Trademark Security Agreement (Executed)#page2.tif source=09. Trademark Security Agreement (Executed)#page3.tif source=09. Trademark Security Agreement (Executed)#page4.tif source=09. Trademark Security Agreement (Executed)#page5.tif source=09. Trademark Security Agreement (Executed)#page6.tif source=09. Trademark Security Agreement (Executed)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Webster Bank, National Association ("Webster Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 2, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and Webster Bank, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty, Pledge and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty, Pledge and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit and other financial accommodations to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty, Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Property) (the "Trademark Collateral"):

(a) all of its registered and applied for Trademarks (other than Trademarks that are Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty, Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty, Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty, Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademark and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty, Pledge and Security Agreement.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EDGECONNEX EDC NORTH AMERICA, LLC,  
as Grantor

By:   
Name: Joseph H. Harar  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005952 FRAME: 0669**

ACCEPTED AND AGREED  
as of the date first above written;

WEBSTER BANK, NATIONAL ASSOCIATION  
as Agent

By:   
Name: Annie P. Fisher  
Title: Director


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005952 FRAME: 0670**

**SCHEDULE I**  
**Trademark Registrations**

**1. Registered Trademarks**

<b>Trademark</b>	<b>Owner</b>	<b>App. Date</b>	<b>Reg. Date</b>	<b>Status</b>	<b>Registration /Application No.</b>	<b>Owned/Licensed</b>	<b>Jurisdiction</b>
EdgeConneX	EdgeConneX EDC North America, LLC	8/4/2010	11/8/2011	Registered	85099612	Owned	US
Meet You Point	EdgeConneX EDC North America, LLC	12/9/2011	3/12/2013	Registered	85491342	Owned	US
EDGE COLO	EdgeConneX EDC North America, LLC	3/27/2013	9/17/2013	Registered	85888386	Owned	US
EDGE DATA CENTERS	EdgeConneX EDC North America, LLC	2/6/2013	10/1/2013	Registered	85841989	Owned	US
EDGE POP	EdgeConneX EDC North America, LLC	3/27/2013	9/17/2013	Registered	85888410	Owned	US
EC EDGECONNEX	EdgeConneX EDC North America, LLC	3/10/2013	10/21/2014	Registered	86082158	Owned	US
EDGEOS	EdgeConneX EDC North America, LLC	9/25/2014	5/19/2015	Registered	86406057	Owned	US

 (StratITsphere service mark)	EdgeConneX EDC North America, LLC	1/13/2010	8/17/2010	Registered	3834556	Owned	US
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2. TRADEMARK APPLICATIONS

Trademark	Owner	App. Date	Reg. Date	Status	Registration / Application No.	Owned/Licensed	Jurisdiction
EDGECONNEX INTERNET OF EVERYWHERE	EdgeConneX EDC North America, LLC	6/5/2015	-	Pending	86652741	Owned	US
SV COLO	EdgeConneX EDC North America, LLC	8/31/2015	-	Pending	86742368	Owned	US