

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM420864

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | FIRST LIEN TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| COLOGIX HOLDINGS, INC. | | 03/20/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BARCLAYS BANK PLC, AS AGENT | | |
| Street Address: | 745 SEVENTH AVENUE | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | BANK: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4380510 | COLOGIX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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> | | | |
| Email: | IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM | | |
| Correspondent Name: | LATHAM & WATKINS LLP | | |
| Address Line 1: | 650 Town Center Drive, Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 039269-0477 | | |
| NAME OF SUBMITTER: | KRISTIN J AZCONA | | |
| SIGNATURE: | /KJA/ | | |
| DATE SIGNED: | 03/23/2017 | | |
| Total Attachments: 6 | | | |
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OP \$40.00 4380510

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2017, is made by Cologix Holdings, Inc. ("Grantor"), in favor of Barclays Bank PLC (in its individual capacity, "Barclays"), as Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers and each other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of March 20, 2017, (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Stonepeak Claremont Merger Sub, Inc., a Delaware Corporation, which upon consummation of the Merger on the Closing Date will be merged with and into Cologix Holdings, Inc. (the "U.S. Borrower"), Cologix Canada, Inc., a company amalgamated under the laws of the Province of Nova Scotia (the "Canadian Borrower" and together with the U.S. Borrower, the "Borrowers"), Stonepeak Claremont MidCo, Inc., a Delaware corporation and direct or indirect parent of the Borrowers, Barclays Bank PLC (in its individual capacity, "Barclays"), as Agent for the several financial institutions from time to time party thereto (collectively, the "Lenders" and individually each a "Lender") and other Secured Parties and for itself as a Lender (including as Swingline Lender) and as an L/C Issuer and the other Lenders and L/C Issuers from time to time party thereto have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantors executed the First Lien Guaranty and Security Agreement, dated as of March 20, 2017 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), pursuant to which Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder and to induce the Cash Management Banks and Secured Swap Providers to perform their obligations under Secured Cash Management Agreements and Secured Rate Contracts, respectively, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby pledges, hypothecates, 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 Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill associated with the foregoing; and
- (d) all income, royalties and proceeds at any time due or payable to Grantor with respect to the foregoing, including all rights to use or otherwise recover at law or in equity for any past, present or future infringement, dilution, violation or other impairment thereof, and in each case, all rights to obtain any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (d) above, the security interest created by this First Lien Trademark Security Agreement shall not extend to any "intent-to-use" Trademark application prior to the filing of a "statement of use" or "amendment to allege use" with respect thereto and to the extent, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such "intent-to-use" Trademark application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and 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 and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this First Lien Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Counterparts. This First Lien 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 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this First Lien Trademark Security Agreement, including, without limitation, its validity, interpretation,

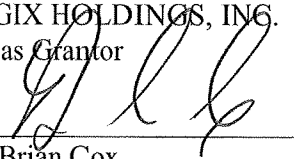
construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

COLOGIX HOLDINGS, INC.
as Grantor

By: 
Name: Brian Cox
Title: Treasurer and Chief Financial Officer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006017 FRAME: 0060

ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC.

as Agent

By: 

Name: Ritam Bhalla

Title: Director

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006017 FRAME: 0061

SCHEDULE I
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

| Owner | Trademark | Serial Number | Registration Number | Date Registered |
|------------------------|------------------|--------------------------|--------------------------------|----------------------------|
| Cologix Holdings, Inc. | COLOGIX | 85137525 | 4380510 | 08/06/2013 |

2. TRADEMARK APPLICATIONS

None.