

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426719

<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>
365 Operating Company, LLC		04/14/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crestline Direct Finance, L.P.		
<b>Street Address:</b>	c/o Crestline Investors, Inc.		
<b>Internal Address:</b>	201 Main Street, Suite 1900		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5161442	365 DATA CENTERS	
<b>Registration Number:</b>	5161441	365 DATA CENTERS	
<b>Registration Number:</b>	4574700	365 MAIN	
<b>Registration Number:</b>	4574699	365 MAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441111		
<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>Phone:</b>	704-444-1124		
<b>Email:</b>	elaine.hunt@alston.com		
<b>Correspondent Name:</b>	Michele M. Glessner		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	101 South Tryon St., Suite 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000		
<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt		
<b>SIGNATURE:</b>	/Elaine B. Hunt/		
<b>DATE SIGNED:</b>	05/08/2017		
<b>Total Attachments: 6</b>			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 14<sup>th</sup> day of April, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and CRESTLINE DIRECT FINANCE, L.P., in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among 365 DATA CENTERS ACQUISITION, LLC, a Delaware limited liability company (“Holdings”), as the initial Borrower, 365 OPERATING COMPANY LLC, a Delaware limited liability company (“Company”, which, by execution of the Credit Agreement, assumes, on the Closing Date, immediately following the consummation of the Closing Date Acquisition and the Closing Date Assignment and Assumption (each as defined in the Credit Agreement), all the rights and obligations of Holdings as the Borrower, including with respect to the Loans borrowed by Holdings on the Closing Date) and CERTAIN SUBSIDIARIES OF COMPANY, as Guarantors, the Lenders party thereto from time to time (collectively, the “Lenders”), the Collateral Agent and CRESTLINE DIRECT FINANCE, L.P., as Administrative Agent and Sole Lead Arranger, the Secured Parties have agreed to make certain financial accommodations available to Company from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Company as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of April 14, 2017 by and among the Grantors, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing

first priority (subject to Permitted Liens which are prior as a matter of law) security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, Trademark Licenses, Trade Secrets, and Trade Secret Licenses, including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Trademark License, Trade Secret or Trade Secret License or (ii) injury to the goodwill associated with any Trademark, Trademark License, Trade Secret or Trade Secret License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the filing of a petition in bankruptcy with respect to any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark, Trademark Licenses, Trade Secret or Trade Secret Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile or other electronic method of transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof”, “herein”, “hereby”, “hereunder” and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, Schedule, and Exhibit references herein are to this Trademark Security Agreement unless otherwise specified.

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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.

**GRANTOR:**

**365 OPERATING COMPANY LLC**, a Delaware limited liability company

By: **365 DATA CENTERS ACQUISITION, LLC**,  
its sole member


By: **365 DATA CENTERS HOLDINGS, LLC**,  
its sole member

  
By: Robert J. DeSantis  
Title: Manager

**CRESTLINE DIRECT FINANCE, L.P.**, as  
Collateral Agent



By: Crestline Direct Finance (GP), L.L.C., its  
general partner

By: Crestline Investors, Inc., its managing member

By:   
Name: John Cochran  
Title: Vice President

**SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
365 Operating Company LLC	USA	365 Data Centers 	5,161,442	March 14, 2017
365 Operating Company LLC	USA	365 Data Centers	5,161,441	March 14, 2017
365 Operating Company LLC	USA	365 Main	4,574,700	July 29, 2014
365 Operating Company LLC	USA	365 Main and Design 	4,574,699	July 29, 2014

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

Trade Name Licenses

None.