

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430856

<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>
Contegix, LLC		06/12/2017	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB Private Credit Investors LLC, as Administrative Agent		
<b>Street Address:</b>	1345 AVENUE OF THE AMERICAS		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87307358	CONTEGIX DESIGN · HOST · MANAGE	
<b>Serial Number:</b>	87210307	CONTEGIX	
<b>Serial Number:</b>	85490860	X	
<b>Serial Number:</b>	85469315	MIRACLOUD	
<b>Serial Number:</b>	85469292	TECHNOLOGY TO EMPOWER IDEAS	
<b>Serial Number:</b>	85469196	CONTEGIX	
<b>Serial Number:</b>	78702680	CONTEGIX	
<b>Serial Number:</b>	78702682	BEYOND MANAGED HOSTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2139963305		
<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>	2136836305		
<b>Email:</b>	williamwolff@paulhastings.com		
<b>Correspondent Name:</b>	William Wolff c/o Paul Hastings LLP		
<b>Address Line 1:</b>	515 South Flower Street, 25th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	92225.0081		
<b>NAME OF SUBMITTER:</b>	William Wolff		

OP \$215.00 87307358

<b>SIGNATURE:</b>	/William Wolff/
<b>DATE SIGNED:</b>	06/12/2017
<b>Total Attachments: 8</b> source=ABStratus_Contegix - Fully-Executed Intellectual Property Security Agreement#page1.tif source=ABStratus_Contegix - Fully-Executed Intellectual Property Security Agreement#page2.tif source=ABStratus_Contegix - Fully-Executed Intellectual Property Security Agreement#page3.tif source=ABStratus_Contegix - Fully-Executed Intellectual Property Security Agreement#page4.tif source=ABStratus_Contegix - Fully-Executed Intellectual Property Security Agreement#page5.tif source=ABStratus_Contegix - Fully-Executed Intellectual Property Security Agreement#page6.tif source=ABStratus_Contegix - Fully-Executed Intellectual Property Security Agreement#page7.tif source=ABStratus_Contegix - Fully-Executed Intellectual Property Security Agreement#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated as of June 12, 2017, is made by and between CONTEGIX, LLC, a Missouri corporation (“Grantor”), and AB PRIVATE CREDIT INVESTORS LLC, as administrative agent (“Administrative Agent”), and as lead arranger for the lenders under the Credit Agreement referenced below (the “Secured Parties”).

### RECITALS

A. WHEREAS, pursuant to the Credit Agreement, dated as of June 12, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among STRATUS HOLDINGS, INC., a Delaware corporation (the “Borrower” or “Holdings”), STRATUS MIDCO, INC., a Delaware corporation (“Intermediate Holdings”), the several financial institutions or entities from time to time parties thereto (each a “Lender” and collectively, the “Lenders”), and Administrative Agent, the Lenders have severally agreed to make financial accommodations to Borrower upon the terms and conditions set forth therein;

B. WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of Grantor have executed and delivered the Guarantee and Collateral Agreement, dated as of June 12, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), in favor of Administrative Agent;

C. WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property as set forth herein;

D. WHEREAS, pursuant to the terms of the Collateral Agreement and in furtherance thereof, Grantor has duly authorized and agreed to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Administrative Agent as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement, the Collateral Agreement, and the terms and provisions thereof are hereby incorporated in their entirety by this reference thereto. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the IP Collateral (as defined below) are as provided by the Credit Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used herein which are not defined herein, but are defined in the Credit Agreement, shall have the meanings given to them in the Credit Agreement.

2. **Grant of Security Interest.** To secure the complete and timely satisfaction of the Secured Obligations, Grantor hereby pledges and grants to Administrative Agent, for the benefit of Lenders, a security interest in and to all of Grantor's right, title and interest in, to and under the following, whether now existing or hereafter arising (the "IP Collateral"):

(a) patents and patent applications, including, without limitation, those set forth in Schedule 1, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (collectively, the "Patents");

(b) trademark registrations and applications, including, without limitation, those set forth in Schedule 2, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (collectively, the "Trademarks");

(c) copyrights, copyright registrations, and copyright applications, including, without limitation, those set forth in Schedule 3, and all extensions and renewals thereof (collectively, the "Copyrights");

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; provided that nothing in this Agreement shall constitute an assignment of an "intent to use" application of a trademark, to the extent such assignment would render the application void.

3. **After-Acquired Intellectual Property.** Grantor agrees should it obtain an ownership interest in any item of the type set forth in Section 2 that is not on the date hereof a part of the IP Collateral ("After-Acquired Intellectual Property") (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of trademarks, the goodwill symbolized thereby, shall automatically become part of the IP Collateral subject to the terms and conditions of this Agreement with respect thereto. Grantor hereby authorizes Administrative Agent to modify this Agreement by noting any After-Acquired Intellectual Property constituting IP Collateral on Schedule 1, 2, or 3, as applicable; provided, however, that the failure of Administrative Agent to make any such notation shall not limit or affect the obligations of Grantor or rights of Administrative Agent

hereunder, and provided further that Administrative Agent shall provide Grantor with a copy of such modification.

4. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Administrative Agent.

5. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

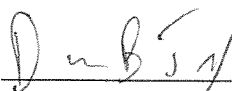
6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

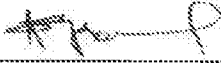
**CONTEGIX, LLC,**  
a Missouri limited liability company

By:   
Name: David Turner  
Title: President, Chief Executive Officer,  
Secretary and Treasurer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

AGREED TO AND ACCEPTED:

AB PRIVATE CREDIT INVESTORS LLC,  
as Administrative Agent

By:  \_\_\_\_\_

Name: Shishir Agrawal

Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006081 FRAME: 0917**

**SCHEDULE 1**

None



**SCHEDULE 2**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>CONTEGIX</b> DESIGN • HOST • MANAGE	87/307,358	01/19/2017	5214275	05/30/2017
<b>CONTEGIX</b>	87/210,307	10/20/2016	5213493	05/30/2017
	85/490,860	12/08/2011	4,171,776	07/10/2012
<b>MIRACLOUD</b>	85/469,315	11/10/2011	4,171,230	07/10/2012
TECHNOLOGY TO EMPOWER IDEAS	85/469,292	11/10/2011	4,171,227	07/10/2012
<b>CONTEGIX</b>	85/469,196	11/10/2011	4,171,216	07/10/2012
<b>CONTEGIX</b>	78/702,680	08/29/2005	3,126,716	08/08/2006
BEYOND MANAGED HOSTING	78/702,682	08/29/2005	3,144,990	09/19/2006

**SCHEDULE 3**

None