

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING)		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIERPOINT, LLC		05/05/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as first lien collateral agent		
Street Address:	20 KING STREET WEST, 4TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	H5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5054651	WEBINESS	
Registration Number:	4895107	WEBBAND	
Registration Number:	4739670	TIERPOINT	
Serial Number:	87261195	TIERPOINT CLEANIP	
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>			
Phone:	714-540-1235		
Email:	ipdocket@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:	045777-0030		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	06/14/2017		

OP \$115.00 5054651

Total Attachments: 6

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**FIRST LIEN TRADEMARK SECURITY AGREEMENT
FIRST SUPPLEMENTAL FILING**

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2017, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Trademark Security Agreement”), made by each of the Grantors (as defined below) in favor of ROYAL BANK OF CANADA, as first lien collateral agent (in such capacity, the “First Lien Collateral Agent”) (in such capacity, together with its successors and assigns, the “Assignee”), as defined in the First Lien Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, TIERPOINT, LLC, a Delaware limited liability company (“Borrower”), the Subsidiaries of the Borrower from time to time party hereto (Borrower, the Subsidiaries of Borrower, together with any other entity that is or may become a party hereto, collectively, the “Grantors”), the Lenders and other financial institutions party thereto, and ROYAL BANK OF CANADA, as administrative agent (in such capacity, the “Administrative Agent”), are party to that certain First Lien Credit Agreement dated as of December 2, 2014 (the “First Lien Credit Agreement”, and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including by Amendment No. 5 to First Lien Credit Agreement, dated as of the date hereof, the “Amended and Restated First Lien Credit Agreement”); and

WHEREAS, in connection with the First Lien Credit Agreement, the Grantors (including any entity that becomes a party thereto by executing and delivering a joinder thereto) entered into that certain First Lien Pledge and Security Agreement dated as of December 2, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Pledge and Security Agreement”), pursuant to which, and pursuant to the Amended and Restated First Lien Credit Agreement, the Grantors are required to execute and deliver this First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the First Lien Collateral Agent and the Lenders to enter into the Amended and Restated First Lien Credit Agreement, to induce Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, to induce the counterparties to provide Banking Services in connection with the Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms: Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement and (to the extent not defined therein) the Amended and Restated First Lien Credit Agreement. For purposes of this First Lien Trademark Security Agreement, the term “Trademarks” shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade styles, designs, trade dress, logos, slogans and other source or business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations, and applications filed in connection therewith, including registrations and applications in the PTO (or any successor or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing; provided, that in no event shall the Security Interest attach to, or the term "Trademark Collateral" include, any Excluded Assets.

SECTION 3. First Lien Pledge 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 the Assignee pursuant to the First Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. (a) This First Lien Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than contingent indemnification and reimbursement obligations which are not yet due and payable or for which no claim has been made) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the Issuing Bank or back-stopped by a letter of credit in form and substance reasonably satisfactory to the Issuing Bank) and the Issuing Bank has no further obligation to issue or amend Letters of Credit under the Amended and Restated First Lien Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 6.13 of the First Lien Pledge and Security Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the First Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents and take such further actions that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the First Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the First Lien Collateral Agent.

SECTION 6. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN TORT, CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This First Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this First Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this First Lien Trademark Security Agreement.

SECTION 8. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE FIRST LIEN COLLATERAL AGENT PURSUANT TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE FIRST LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, AND, IF AND WHEN EFFECTIVE, THE PARI PASSU INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT OR THE PARI PASSU INTERCREDITOR AGREEMENT AND THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE FIRST LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT OR THE PARI PASSU INTERCREDITOR AGREEMENT, AS APPLICABLE, SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, each Grantor has caused this FIRST LIEN TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

TIERPOINT HOSTED SOLUTIONS, LLC
TIERPOINT, LLC

By: Mary E. Meduski

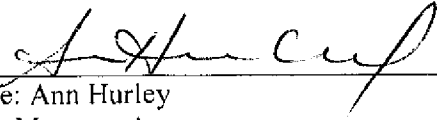
Name: Mary E. Meduski

Title: President and Chief Financial Officer

[Signature Page to First Lien Supplemental Trademark Security Agreement]

TRADEMARK
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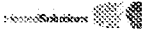


Accepted and Agreed:
ROYAL BANK OF CANADA, as Assignee

By: 
Name: Ann Hurley

Title: Manager Agency

TRADEMARKS

Trademark Registrations and Applications

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
HOSTED SOLUTIONS 	77932001 09-FEB-2010	4000365 26-JUL-2011	Registered Partial Section 2(F)	Tierpoint Hosted Solutions, LLC
HOSTED SOLUTIONS	77787059 22-JUL-2009	3979961 21-JUN-2011	Registered Section 2(F)	Tierpoint Hosted Solutions, LLC
TIERPOINT CLEANIP	87261195 07-DEC-2016		Pending	Tierpoint, LLC
TierPoint Interconnect Express	87267542 13-DEC-2016		Pending Intent to Use	Tierpoint, LLC
T 	85968301 24-JUN-2013		Pending Intent to Use	Tierpoint, LLC
T TIERPOINT  tierpoint	85968313 24-JUN-2013		Pending Intent to Use	Tierpoint, LLC
WEBINESS	86924890 01-MAR-2016	5054651 04-OCT- 2016	Registered	Tierpoint, LLC
WEBBAND Cross References: WEB BAND	86672973 24-JUN-2015	4895107 02-FEB-2016	Registered	Tierpoint, LLC
TIERPOINT tierpoint	85968310 24-JUN-2013	4739670 19-MAY- 2015	Registered	Tierpoint, LLC