

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peak 10, Inc.		08/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as First lien Collateral Agent		
Street Address:	10 South Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4745887	PEAK	
Registration Number:	4395887	PEAK	
Registration Number:	4789998	PEAK 10	
Registration Number:	4680526	PEAK 10	
Registration Number:	4055938	PEAKCOLO	
Registration Number:	4395876	PEAKCOLO	
Registration Number:	4745885	PEAKCOLO	
Registration Number:	4745889	POWERED BY PEAK	
Registration Number:	4745888	PEAK POWERED	
Registration Number:	4970423	PROPELLING YOUR SUCCESS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		

CH \$265.00 4745887

TRADEMARK

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	045494-0202
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	08/01/2017
Total Attachments: 8 source=Orange - 1L Trademark Security Agreement executed#page1.tif source=Orange - 1L Trademark Security Agreement executed#page2.tif source=Orange - 1L Trademark Security Agreement executed#page3.tif source=Orange - 1L Trademark Security Agreement executed#page4.tif source=Orange - 1L Trademark Security Agreement executed#page5.tif source=Orange - 1L Trademark Security Agreement executed#page6.tif source=Orange - 1L Trademark Security Agreement executed#page7.tif source=Orange - 1L Trademark Security Agreement executed#page8.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 1, 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 JPMORGAN CHASE BANK, N.A., as first lien collateral agent (in such capacity, the “First Lien Collateral Agent”) (in such capacity, the “Assignee”), as defined in the First Lien Credit Agreement (as defined below). Capitalized terms used but not defined herein shall have the meanings set forth in the First Lien Credit Agreement.

W I T N E S S E T H:

WHEREAS, PEAK 10 PARENT CORPORATION, a Delaware corporation (“Parent”), PEAK 10 HOLDING CORPORATION, a Delaware corporation (“Holdings”), PEAK 10, INC., a Delaware corporation (“Peak 10”), VIAWEST, INC., a Colorado corporation (“ViaWest”, and, together with Parent, Holdings, Peak 10 and any other entity that may become a party hereto, collectively, the “Grantors”), the subsidiaries of the Borrowers from time to time party thereto, the financial institutions party thereto, and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “Administrative Agent”), are party to that certain First Lien Credit Agreement dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “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) have entered into that certain First Lien Pledge and Security Agreement dated as of August 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Pledge and Security Agreement”), pursuant to which 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 First Lien Credit Agreement, to induce Lenders and the Issuing Banks to make their respective extensions of credit to the Borrowers 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 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, corporate names, company names, business names, trade styles, designs, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations, recordings 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) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof; all Proceeds of any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto; and all other rights accruing thereunder or pertaining thereto throughout the world;

provided, that in no event shall the Security Interest attach to, or the term "Trademark Collateral" include, any Excluded Assets (including any intent-to-use application for the registration of a trademark or service mark unless and until a statement of use or amendment to allege use is filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d)).

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. Upon the payment in full of the Obligations and termination of the First Lien Pledge and Security Agreement, the First Lien Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this First Lien Trademark Security Agreement, in accordance with Section 6.13 of the First Lien Pledge and Security Agreement.

SECTION 5. 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 SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. 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 7. 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. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE 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 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.

VIAWEST, INC.

By: Brian Noonan
Name: Brian Noonan
Title: Chief Financial Officer

PEAK 10, INC.

By: Brian Noonan
Name: Brian Noonan
Title: Chief Financial Officer

INETU INC.

By: Brian Noonan
Name: Brian Noonan
Title: Chief Financial Officer

APPLIED TRUST ENGINEERING, INC.

By: Brian Noonan
Name: Brian Noonan
Title: Chief Financial Officer

Accepted and Agreed:







JPMORGAN CHASE BANK, N.A., as Assignee

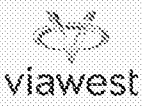







By: Blakely Engel
Name: Blakely Engel
Title: Vice President




Schedule 1

TRADEMARKS

Trademark Registrations and Applications

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	CENTERED AROUND YOU	85978227 5/23/2011	4286959 2/5/2013	Registered	ViaWest, Inc.
2.	KINECTED BACKUP	85978216 10/18/2011	4284100 1/29/2013	Registered	ViaWest, Inc.
3.	KINECTED BACKUP	85449484 10/18/2011	4354740 6/18/2013	Registered	ViaWest, Inc.
4.	KINECTED CLOUD	85275498 2/24/2011	4354413 6/18/2013	Registered	ViaWest, Inc.
5.	KINECTED STORAGE	85449486 10/18/2011	4212834 9/25/2012	Registered	ViaWest, Inc.
6.	V 	85978358 5/23/2011	4296586 2/26/2013	Registered	ViaWest, Inc.
7.	V 	85978357 5/23/2011	4296585 2/26/2013	Registered	ViaWest, Inc.
8.	V 	85978356 5/23/2011	4293531 2/19/2013	Registered	ViaWest, Inc.
9.	V 	85978355 5/23/2011	4293530 2/19/2013	Registered	ViaWest, Inc.
10.	V 	85978228 5/23/2011	4284102 1/29/2013	Registered	ViaWest, Inc.
11.	V VIAWEST 	85978218 5/23/2011	4286958 2/5/2013	Registered	ViaWest, Inc.
12.	V VIAWEST	85978217 5/23/2011	4286957 2/5/2013	Registered	ViaWest, Inc.

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
					
13.	V VIAWEST 	78886515 5/18/2006	3352203 12/11/2007	Registered	ViaWest, Inc.
14.	VIAWEST	77908231 1/8/2010	3831627 8/10/2010	Registered	ViaWest, Inc.
15.	Peak 	85832946 1/25/2013	4745887 6/2/2015	Registered	Peak 10, Inc.
16.	PEAK	85832953 1/25/2013	4395887 9/3/2013	Registered	Peak 10, Inc.
17.	PEAK 10 	86486640 12/19/2014	4789998 8/11/2015	Registered	Peak 10, Inc.
18.	PEAK10	85944989 5/29/2013	4680526 2/3/2015	Registered	Peak 10, Inc.
19.	PEAKCOLO 	85280484 3/29/2011	4055938 11/15/2011	Registered	Peak 10, Inc.
20.	PEAKCOLO	85832814 1/25/2013	4395876 9/3/2013	Registered	Peak 10, Inc.
21.	PEAKCOLO 	85832840 1/25/2013	4745885 6/2/2015	Registered	Peak 10, Inc.
22.	POWERED BY PEAK 	85833002 1/25/2013	4745889 6/2/2015	Registered	Peak 10, Inc.
23.	POWERED BY PEAK 	85832986 1/25/2013	4745888 6/2/2015	Registered	Peak 10, Inc.
24.	PROPELLING YOUR SUCCESS	86645484 5/29/2015	4970423 5/31/2016	Registered	Peak 10, Inc.

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
25.	<i>I</i> 	85426683 9/20/2011	4142311 5/15/2012	Registered	INetU, Inc.
26.	INETU	85458613 10/28/2011	4146741 5/22/2012	Registered	INetU, Inc.
27.	INETU INTERNET CONSULTING 	75550735 9/10/1998	2292608 11/16/1999	Registered	INetU, Inc.
28.	INETU MANAGED HOSTING	78822985 2/24/2006	3227300 4/10/2007	Registered	INetU, Inc.
29.	SERVER HEALTH MONITORING	77005662 9/22/2006	3226058 4/3/2007	Registered	INetU, Inc.
30.	VERAXIOM	85747933 10/8/2012	4353297 6/18/2013	Registered	INetU, Inc.
31.	OPSBOT	86271960 5/5/2014	4652860 12/9/2014	Registered	Applied Trust Engineering, Inc.
32.	APPLIED TRUST	78479645 9/7/2004	3011291 11/1/2005	Registered	Applied Trust Engineering, Inc.
33.	APPLIEDTRUST	85384511 7/29/2011	4125165 4/10/2012	Registered	Applied Trust Engineering, Inc.
34.	APPLIEDTRUST  AppliedTrust	85206910 12/28/2010	4079209 1/3/2012	Registered	Applied Trust Engineering, Inc.
35.	ATREK	78730333 10/10/2005	3157658 10/17/2006	Registered	Applied Trust Engineering, Inc.