

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SINGLEHOP LLC		02/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3343380	SINGLEHOP	
Registration Number:	5308671	SOFTWARE DEFINED MANAGED CLOUD	
Registration Number:	5096964	AI	
Registration Number:	3378294	QUICKREACTION	
Serial Number:	87630390	CLOUD EXPERTS WHEN YOU NEED THEM. AUTOMA	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216.586.7021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	DANIEL PULJIC / JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	NORTH POINT		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	175274-635110		
NAME OF SUBMITTER:	KRISTA MANCINI		
SIGNATURE:	/Krista Mancini/		
DATE SIGNED:	03/01/2018		

CH \$140.00 3343380

Total Attachments: 7

source=INAP - Trademark Security Agreement (Executed)#page1.tif

source=INAP - Trademark Security Agreement (Executed)#page2.tif

source=INAP - Trademark Security Agreement (Executed)#page3.tif

source=INAP - Trademark Security Agreement (Executed)#page4.tif

source=INAP - Trademark Security Agreement (Executed)#page5.tif

source=INAP - Trademark Security Agreement (Executed)#page6.tif

source=INAP - Trademark Security Agreement (Executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”), dated as of February 28, 2018, by SingleHop LLC, a Delaware limited liability company (the “Pledgor”) in favor of Jefferies Finance LLC, in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”) pursuant to the Credit Agreement, dated as of April 6, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

W I T N E S S E T H:

WHEREAS, in connection with the Incremental and Third Amendment to Credit Agreement dated as of the date hereof, the Pledgor joined that certain Security Agreement, dated as of April 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges, hypothecates and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under the following Collateral of the Pledgor (collectively, the “Trademark Collateral”):

- (a) Trademarks of the Pledgor listed on Schedule 2 attached hereto (provided that no security interest shall be granted in intent-to-use trademark or service mark applications);
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien on and 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. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.


SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

[Signature Page Follows]

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

SINGLEHOP LLC, as Pledgor

By: 
Name: Robert Dennerlein
Title: President

[Signature Page to Trademark Security Agreement]

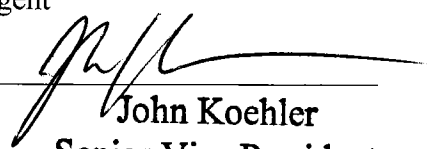
Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:

Name:

Title:

A handwritten signature in black ink, appearing to read 'JK', is written over a horizontal line. The signature is fluid and cursive.

John Koehler

Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

PLEDGOR


NAME	ADDRESS
SingleHop LLC	125 S. Clark Street, 19 th Floor Chicago, IL 60603

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Active Trademarks and Trademark Applications

	Mark	Owner	Country	Status	Application No.	Application Date	Registration No.	Registration Date
1.	word mark “Singlehop”	SingleHop LLC	USA	Registered	77128873	3/12/07	3343380	11/27/07
2.	word mark “Software Defined Managed Cloud”	SingleHop LLC	USA	Registered	87438432	5/5/17	5308671	10/10/17
3.	AI 	SingleHop LLC	USA	Registered	86816134	11/11/15	5096964	12/6/16
4.	CLOUD EXPERTS WHEN YOU NEED THEM. AUTOMATION WHEN YOU DON'T.	SingleHop LLC	USA	Pending	87630390	10/2/17	N/A	N/A
5.	QUICKREACTION	SingleHop LLC	USA	Registered	77203265	6/11/07	3378294	2/5/08

OTHER TRADEMARKS:

Active Trademarks and Trademark Applications

None.