

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM478649

<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>
Two-Twenty Records Management LLC		06/15/2018	Limited Liability Company: DELAWARE
Infostore Records Management, LLC		06/15/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association		
<b>Street Address:</b>	281 Tresser Blvd., Two Stamford Plaza		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4240800	CITYSIDE ARCHIVES	
<b>Registration Number:</b>	4149656	SMARTWEB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>	617-248-5000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Daniel L. Scales		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2004945-0054		
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales		
<b>SIGNATURE:</b>	/daniel l. scales/		
<b>DATE SIGNED:</b>	06/20/2018		

OP \$65.00 4240800

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of June 15, 2018, by each of the entities listed on the signature pages hereof (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of WEBSTER BANK, NATIONAL ASSOCIATION, as administrative agent (the “**Administrative Agent**”) for itself and the other lending institutions (collectively, the “**Lenders**”) which are or may become parties to the Credit Agreement referred to below.

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among DGVAULT, LLC, a Delaware limited liability company (“**DGVAULT**”); InfoStore Records Management, LLC, a Delaware limited liability company (“**Lead Borrower**”); Arizona Records Storage Center, LLC, a Delaware limited liability company (“**AZ Records**”); Storetrieve, LLC, a Delaware limited liability company (“**Storetrieve**”); Certified Records Management, L.L.C., a Delaware limited liability company (“**CRM**”); and CRM Dome, LLC, a Delaware limited liability company (“**CRM Dome**” and jointly and severally with DGVAULT, InfoStore, AZ Records, Storetrieve and CRM, collectively, jointly and severally, the “**Borrowers**”, and each a “**Borrower**”), Two-Twenty Records Management, LLC, a Delaware limited liability company (“**Holdings**”), the Lenders, the Administrative Agent and Webster Bank, National Association, as letter of credit issuer, the Lenders have agreed to make loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, the obligation of each of the Lenders to make such loans and extend such other financial accommodations is subject to the condition, among others, that each Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Secured Parties as hereinafter described;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Obligations, each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the “**Trademark Collateral**”):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to on Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or

political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) all reissues, extensions or renewals of the foregoing (each, a “**Trademark**”), excluding only any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law;

(b) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark;

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

(d) 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

(e) 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, 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.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the other Collateral Documents. Such other Collateral Documents (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Each Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Financing Document. This Agreement is a Loan Document and a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

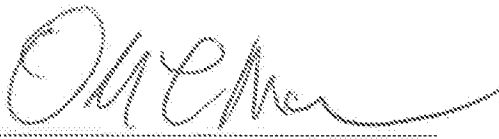
SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTORS:

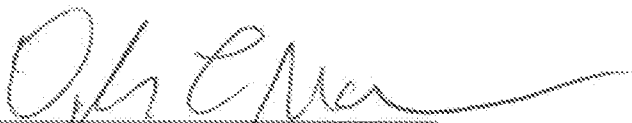
**TWO-TWENTY RECORDS MANAGEMENT LLC**

By: 

Name: Doug Mann

Title: Chief Executive Officer

**INFOSTORE RECORDS MANAGEMENT, LLC**

By: 

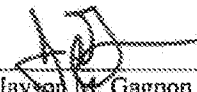
Name: Doug Mann

Title: Chief Executive Officer

Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

WEBSTER BANK, NATIONAL ASSOCIATION

By:   
Name: Jaysen M. Gagnon  
Title: Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**

*US Trademarks*

OWNER	COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
InfoStore Records Management, LLC	USA	CITYSIDE ARCHIVES (and design)	85501456	December 21, 2011	4240800	November 13, 2012	Registered
Two-Twenty Records Management, LLC	USA	SMARTWEB	85434692	September 28, 2011	4149656	May 29, 2012	Registered