

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
365 OPERATING COMPANY LLC		03/13/2019	Limited Liability Company: DELAWARE
BROADBANDONE, LLC		03/13/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as Administrative Agent		
Street Address:	280 Park Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5161441	365 DATA CENTERS	
Registration Number:	5161442	365 DATA CENTERS	
Registration Number:	4574699	365 MAIN	
Registration Number:	4574700	365 MAIN	
Registration Number:	5133566	TECHNOLOGY HUMANIZED	
Registration Number:	4595563	4CNXGN	
Registration Number:	4595569	KEEPING YOU AND YOUR DATA CONNECTED AND	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Conor O'Muiri		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New york, NEW YORK 10153		

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ATTORNEY DOCKET NUMBER:	C. Muiri-15570.0148
NAME OF SUBMITTER:	Conor O'Muiri
SIGNATURE:	/Conor O'Muiri/
DATE SIGNED:	03/13/2019

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

March 13, 2019

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between 365 OPERATING COMPANY LLC, a Delaware limited liability company (the "Borrower"), BROADBANDONE, LLC, a Delaware limited liability company (together with the Borrower, each a "Grantor" and collectively, the "Grantors"), and ANTARES CAPITAL LP (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Borrower, 365 Data Centers Acquisition, LLC, as the Parent, the Lenders party thereto from time to time and the Administrative Agent.

RECITALS:

A. Each of the Grantors and the Administrative Agent on behalf of the Lender Parties have entered into that certain Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, each Grantor has granted to the Administrative Agent on behalf of the Lender Parties a Lien and security interest in all General Intangibles of such Grantor, including, without limitation, all of such Grantor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by such Grantor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent on behalf of the Lender Parties a Lien and continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration ("Trademark Registration") and Trademark application ("Trademark Application"), including, without limitation, each Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such Trademark invalid under Applicable Laws in the United States);

(2) each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with, and not in limitation of, the Security Interest granted to the Administrative Agent on behalf of the Lender Parties pursuant to the Security Agreement.

Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Lender Parties with respect to the Liens and security interests 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the indefeasible payment in full in cash of the Obligations and cancellation of the Commitments under the Loan Agreement, the Lien and security interest granted hereunder shall automatically terminate and the Agent shall promptly take any actions reasonably necessary to terminate and release the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the U.S. Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

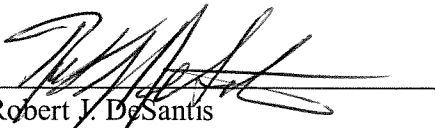
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument, and each of the parties hereto may execute this Agreement by signing any such counterpart.

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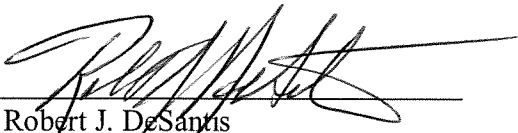
IN WITNESS WHEREOF, each of the Grantors and the Administrative Agent have caused this Agreement to be duly executed by its duly authorized representative as of the day and year written above.

GRANTORS:

365 OPERATING COMPANY LLC, a Delaware limited liability company

By: 
Name: Robert J. DeSantis
Title: Authorized Signatory

BROADBANDONE, LLC,
a Delaware limited liability company

By: 
Name: Robert J. DeSantis
Title: Authorized Signatory

Schedule 1

U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Registration Date
365 Operating Company LLC	United States	365 DATA CENTERS	5161441	3/14/2017
365 Operating Company LLC	United States		5161442	3/14/2017
365 Operating Company LLC	United States		4574699	7/29/2014
365 Operating Company LLC	United States	365 MAIN	4574700	7/29/2014
BroadbandOne, LLC DBA Host.Net	United States	TECHNOLOGY HUMANIZED	5133566	1/31/2017
BroadbandOne, LLC	United States		4595563	9/2/2014
BroadbandOne, LLC	United States	KEEPING YOU AND YOUR DATA CONNECTED AND PROTECTED	4595569	9/2/2014