

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HRS Internet, LLC		01/30/2020	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	LightBound, LLC		
Street Address:	c/o DataBank Holdings Ltd.		
Internal Address:	400 S. Akard Street, Suite 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3149432	LIGHTBOUND	
Registration Number:	2729285	LIGHTBOUND	
Registration Number:	4967730		
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	227969-630017		
NAME OF SUBMITTER:	Debbie Wu		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	01/31/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 30, 2020, is made and entered into by and between HRS Internet, LLC, an Indiana limited liability company ("Assignor"), and LightBound, LLC, an Indiana limited liability company ("Assignee") (collectively, the "Parties").

WHEREAS, Assignee and Assignor have entered into an Assignment and Assumption and Distribution Agreement, dated as of the date hereof (the "Reorganization Agreement"), pursuant to which, among other things, Assignor has agreed to sell, transfer, assign, and deliver to Assignee, and Assignee has agreed to purchase, acquire, and assume from Assignor, all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A hereto (together referred to as the "Trademarks");

WHEREAS, in connection with that certain First Lien Credit Agreement, dated as of October 3, 2017 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time), by and among DB DataCenter Holdings Inc., a Delaware corporation ("Borrower"), DataBridge Parent, Inc., a Delaware corporation ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including Truist Bank (successor by merger to SunTrust Bank), in its capacity as collateral agent for the secured parties (in such capacity, "First Lien Collateral Agent"), Assignor has pledged and granted to First Lien Collateral Agent for the benefit of the secured parties a lien on and security interest in and to, among other things, all of its right, title and interest in, to and under all of the Trademarks (the "First Lien Security Interest") pursuant to that certain First Lien Trademark Security Agreement, dated as of September 30, 2019 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "First Lien Trademark Security Agreement"), by and among Assignor and First Lien Collateral Agent; and

WHEREAS, in connection with that certain Second Lien Credit Agreement, dated as of October 3, 2017 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time), by and among Borrower, Holdings, certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including AB Private Credit Investors LLC, in its capacity as collateral agent for the secured parties (in such capacity, "Second Lien Collateral Agent"), Assignor has pledged and granted to Second Lien Collateral Agent for the benefit of the secured parties a lien on and security interest in and to, among other things, all of its right, title and interest in, to and under all of the Trademarks (the "Second Lien Security Interest" and together with the First Lien Security Interest, collectively, the "Security Interests" and each, a "Security Interest") pursuant to that certain Second Lien Trademark Security Agreement, dated as of September 30, 2019 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Second Lien Trademark Security Agreement" and together with the First Lien Trademark Security Agreement, collectively, the "Trademark Security Agreements" and each, a "Trademark Security Agreement"), by and among Assignor and Second Lien Collateral Agent; and

WHEREAS, in connection with the Reorganization Agreement and pursuant to this Assignment, Assignor agrees to assign all of Assignor's right, title and interest in and to the Trademarks to Assignee subject to the Security Interests created pursuant to the Trademark Security Agreements.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Reorganization Agreement, the Parties hereby agree as follows:

1. **Definitions.** Any capitalized terms not defined herein will have the meanings set forth in the Reorganization Agreement.

2. **Trademark Assignment.** In accordance with and subject to the terms and conditions of the Reorganization Agreement, on the day immediately preceding the Closing Date, Assignor hereby irrevocably assigns, transfers and contributes to Assignee, subject to the Security Interests created pursuant to the Trademark Security Agreements, all of Assignor's right, title and interest in and to the Trademarks, together with any and all goodwill associated with the Trademarks and including the right to enforce and collect damages for all past, present and future infringements, misappropriations, or other violations of any such Trademarks.

3. **Agreement and Acknowledgment.** Assignee hereby agrees and acknowledges that all of Assignor's right, title and interest in and to the Trademarks being purchased, acquired, and assumed from Assignor under this Assignment, are being so purchased, acquired, and assumed from Assignor subject to the Security Interests created pursuant to the Trademark Security Agreements.

4. **Additional Actions.** At any time after the date of this Assignment, at Assignee's request and expense, Assignor will execute and deliver to Assignee such other instruments and documents, and take such other actions as Assignee may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

5. **Successors and Assigns.** This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

6. **Entire Agreement.** This Assignment and the Reorganization Agreement, together with the documents referenced herein and therein, and the attached Schedule A, constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Trademarks. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Reorganization Agreement, the terms and conditions of the Reorganization Agreement shall govern, supersede and prevail. An executed copy of this Assignment may be delivered by means of a facsimile machine or other electronic transmission (including .pdf., .tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNEE:

LightBound, LLC

By: 

Name: Raul Martyněk

Title: Chief Executive Officer

ASSIGNOR:

HRS Internet, LLC

By: 

Name: Raul Martyněk

Title: Chief Executive Officer

Schedule A

List of Trademarks

<i>Mark</i>	<i>Country</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Goods</i>
LIGHTBOUND	United States	3149432	9/26/2006	Telephone communication services
LIGHTBOUND	United States	2729285	6/24/2003	Telephone communication services
Circle with 6 diagonal lines that crisscross inside giving the appearance of a net or webbing	United States	4967730	5/31/2016	Telephone communication services.