

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559987

<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>
LightBound, LLC		01/31/2020	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB PRIVATE CREDIT INVESTORS LLC		
<b>Street Address:</b>	500 West 5th Street, Suite 1100		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3149432	LIGHTBOUND	
<b>Registration Number:</b>	2729285	LIGHTBOUND	
<b>Registration Number:</b>	4967730		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7146686355		
<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>	7146686255		
<b>Email:</b>	SUNNYLEE@PAULHASTINGS.COM		
<b>Correspondent Name:</b>	SUNNY E. LEE		
<b>Address Line 1:</b>	695 TOWN CENTER DRIVE, 17TH FLOOR		
<b>Address Line 2:</b>	PAUL HASTINGS LLP		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	92225-44 Hardtke/Khan		
<b>NAME OF SUBMITTER:</b>	Sunny E. Lee		
<b>SIGNATURE:</b>	/s/ Sunny E. Lee		
<b>DATE SIGNED:</b>	01/31/2020		
<b>Total Attachments: 7</b>			
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AMENDED AND RESTATED SECOND LIEN  
TRADEMARK SECURITY AGREEMENT

This Amended and Restated Second Lien Trademark Security Agreement, dated as of January 31, 2020 (this "Amended and Restated Trademark Security Agreement"), is made by LightBound, LLC, an Indiana limited liability company (the "New Pledgor"), in favor of AB Private Credit Investors LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to 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, the "Credit Agreement"), by and among DB DataCenter Holdings Inc., a Delaware corporation (the "Company"), 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 the Collateral Agent, and acknowledged by HRS Internet, LLC, an Indiana limited liability company (the "Existing Pledgor").

WITNESSETH:

WHEREAS, the Existing Pledgor and the Collateral Agent are parties 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 "Existing Trademark Security Agreement") which has been recorded with the United States Patent and Trademark Office on September 30, 2019 at Reel 6758/Frame 0540;

WHEREAS, in connection with that certain Assignment and Assumption and Distribution Agreement, dated January 30, 2020, by and among the Existing Pledgor and the New Pledgor, the Existing Pledgor and the New Pledgor have entered into a Trademark Assignment Agreement, dated as of January 30, 2020, pursuant to which, the Existing Pledgor has sold and assigned all of Existing Pledgor's right, title and interest in and to the trademarks set forth on Schedule 1 attached hereto, together with any and all goodwill associated with such trademarks, to the New Pledgor, subject to the security interest granted to the Collateral Agent pursuant to the Existing Trademark Security Agreement;

WHEREAS, the New Pledgor is a party to that certain Second Lien Security Agreement, dated as of October 3, 2017 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the New Pledgor is required to execute and deliver this Amended and Restated Trademark Security Agreement;

AND WHEREAS, the New Pledgor and the Collateral Agent desire to enter into this Amended and Restated Trademark Security Agreement to amend and restate the Existing Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Pledgor and the Collateral Agent agree to amend and restate the Existing Trademark Security Agreement, which is superseded in its entirety by this Amended and Restated Trademark Security Agreement, and the New Pledgor hereby covenants and 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The New Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the New Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the New Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the New Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the 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 Amended and Restated Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The Collateral Agent shall, as and when required by Section 10.4 of the Security Agreement, promptly execute, acknowledge, and deliver to the New Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Amended and Restated Trademark Security Agreement.

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

SECTION 6. Counterparts. This Amended and Restated Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Amended and Restated Trademark Security Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Amended and Restated Trademark Security Agreement.

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

[Remainder of this page intentionally left blank.]

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

**LIGHTBOUND, LLC**

By: Kevin Ooley  
Name: Kevin Ooley  
Title: President and Chief Financial Officer

Accepted and Agreed:

**AB PRIVATE CREDIT INVESTORS LLC,**  
as Collateral Agent

By:   
Name: Shishir Agrawal  
Title: Managing Director

Acknowledged and Agreed:

**HRS INTERNET, LLC**

By: Kevin Ooley  
Name: Kevin Ooley  
Title: President and Chief Financial Officer



SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
LIGHTBOUND	3149432	09/26/2006
LIGHTBOUND	2729285	06/24/2003
Circle with 6 diagonal lines that crisscross inside giving the appearance of a net or webbing	4967730	05/31/2016

United States Trademark Applications:

None.