

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572839

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|---|--|--------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Credit Suisse AG, Cayman Islands Branch, as Second Lien Collateral Agent | | 04/14/2020 | National Banking Association: SWITZERLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Tierpoint, LLC | | |
| Street Address: | 12444 Powerscourt Drive | | |
| Internal Address: | Suite 450 | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63131 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3479343 | CONNECTED - SECURE - AVAILABLE | |
| Registration Number: | 3487431 | TIERPOINT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 2129061209 | | |
| Email: | jessica.bajada-silva@lw.com | | |
| Correspondent Name: | LATHAM & WATKINS LLP,C/O J. Bajada-Silva | | |
| Address Line 1: | 885 Third Ave | | |
| Address Line 4: | New York City, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 045777-0044 | | |
| NAME OF SUBMITTER: | Jessica Bajada-Silva | | |
| SIGNATURE: | /s/ Jessica Bajada-Silva | | |
| DATE SIGNED: | 04/21/2020 | | |
| Total Attachments: 4 | | | |
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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS, dated as of April 14, 2020 (this “Release”) is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Second Lien collateral agent (in such capacity, the “Second Lien Collateral Agent”) in favor of TIERPOINT TEXAS, LLC, a Delaware limited liability company with offices at 12444 Powerscourt Drive, Suite 450, St. Louis, MO 63131, TIERPOINT OKLAHOMA, LLC, a Delaware limited liability company with offices at 12444 Powerscourt Drive, Suite 450, St. Louis, MO 63131, TIERPOINT, LLC, a Delaware limited liability company with offices at 12444 Powerscourt Drive, Suite 450, St. Louis, MO 63131 (itself, and as successor TierPoint Spokane, LLC), TIERPOINT MARYLAND ONE, LLC, a Delaware limited liability company with offices at 12444 Powerscourt Drive, Suite 450, St. Louis, MO 63131, and TIERPOINT PENNSYLVANIA ONE, LLC, a Delaware limited liability company with offices at 12444 Powerscourt Drive, Suite 450, St. Louis, MO 63131 (each a “Grantor,” and collectively the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them, directly or by reference, in the Second Lien Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, in connection with the Second Lien Credit Agreement, dated as of December 2, 2014 among the Administrative Agent and the Grantors and the other parties thereto (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), the Grantors entered into that certain Second Lien Pledge and Security Agreement dated as of December 2, 2014 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Pledge and Security Agreement”) with Royal Bank of Canada, as collateral agent (the “Original Second Lien Collateral Agent”);

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement, the Grantors executed and delivered that certain Second Lien Trademark Security Agreement, dated as of December 2, 2014 (the “Second Lien Trademark Security Agreement”) in favor of the Original Second Lien Collateral Agent;

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, and as security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor granted to the Original Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor's right, title and interest in, to and under any and all of the following assets then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter may have acquired any right, title or interest, but excluding any Excluded Assets (collectively, the “Trademark Collateral”): (a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto, and (b) all Proceeds of any of the foregoing;

WHEREAS, the Second Lien Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 4, 2014 at Reel/Frame 5413/0601 (with respect to TierPoint Texas, LLC), at Reel/Frame 5413/0640 (with respect to TierPoint Oklahoma, LLC) at Reel/Frame 5413/0658 and 5413/0691 (with respect to TierPoint, LLC); at Reel/Frame 5413/0730 (with respect to TierPoint Maryland One, LLC), and at Reel/Frame 5413/0751 (with respect to TierPoint Pennsylvania One, LLC);

WHEREAS the Original Second Lien Collateral Agent assigned all of its rights, title and interest in and to the Second Lien Pledge and Security Agreement and the Second Lien Trademark Security Agreement to the Second Lien Collateral Agent on May 5, 2017;

WHEREAS, the Grantors have requested that the Second Lien Collateral Agent now terminate and release its Security Interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Second Lien Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates and releases the Security Interest in the Trademark Collateral, without representation or warranty of any kind, and without recourse to the First Lien Collateral Agent.


Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office with respect to the Trademark Collateral of such Grantor, at such Grantor's expense.

[Signature Page Follows]



IN WITNESS WHEREOF, the Second Lien Collateral Agent has caused this Release to be executed and delivered by its duly authorized representatives as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Second Lien Collateral Agent

By: jsmith
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Brady Bingham
Title: Authorized Signatory

TRADEMARKS

| Owner of Record | Trademark/Title | Filing Date | Registration Date | Status | Application/Registration No. |
|--|--|-------------|-------------------|-----------|------------------------------|
| TierPoint Texas, LLC |  COLO DALLAS unrivaled support | 2/15/08 | 10/14/08 | Cancelled | 3,515,443 |
| TierPoint Texas, LLC | UNRIVALED SUPPORT | 2/15/08 | 10/21/08 | Cancelled | 3,519,572 |
| TierPoint Texas, LLC |  COLO unrivaled support | 1/26/11 | 8/16/11 | Cancelled | 4,012,524 |
| TierPoint Texas, LLC | COLO4 | 1/26/11 | 8/16/11 | Cancelled | 4,012,522 |
| TierPoint Oklahoma, LLC |  PERIMETER TECHNOLOGY | 10/28/10 | 6/28/11 | Cancelled | 3,985,071 |
| TierPoint, LLC | CONNECTED - SECURE - AVAILABLE | 8/8/2007 | 8/5/2008 | Cancelled | 3,479,343 |
| TierPoint Spokane, LLC (f/k/a TierPoint Spokane, LLC) | TIERPOINT | 8/2/2007 | 8/19/2008 | Cancelled | 3,487,431 |
| TierPoint Maryland One, LLC | BALTIMORE TECHNOLOGY PARK | 8/29/2005 | 8/21/2007 | Cancelled | 3,283,691 |
| TierPoint Maryland One, LLC |  BTP Baltimore Technology Park | 12/28/2005 | 5/1/2007 | Cancelled | 3,236,433 |
| TierPoint Pennsylvania One, LLC |  PTP | 4/11/2013 | 4/1/2014 | Alive | 4,504,306 |
| TierPoint Pennsylvania One, LLC | PHILADELPHIA TECHNOLOGY PARK | 04/11/2013 | 12/9/2017 | Alive | 4,654,442 |