

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T5 Data Centers, LLC		09/17/2020	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	245 Peachtree Center Ave., NE		
Internal Address:	17th Floor, Mail code: GA-ATLANTA 3707		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90009102	FOREVER ON	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	09/21/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of September 17, 2020, is made by T5 Data Centers, LLC, a Georgia limited liability company ("Grantor"), with an address at 3344 Peachtree Road NE, Suite 2550, Atlanta, GA 30326, in favor of Truist Bank, formerly known as Branch Banking and Trust Company and successor by merger to SunTrust Bank ("Lender").

Grantor has executed and delivered a Security Agreement, dated as of September 19, 2019, with and in favor of Lender (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"). Grantor has pledged and granted to Lender a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Lender, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby pledges and grants to Lender a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF GEORGIA.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

T5 DATA CENTERS, LLC, as Grantor

By: Peter S. Marin
Name: Peter S. Marin
Title: President and CEO

TRUIST BANK, formerly known as Branch Banking and Trust Company and successor by merger to SunTrust Bank, as Lender

By: _____
Name: Danny Stover
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

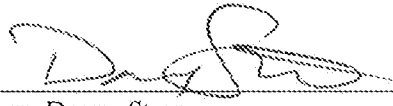
T5 DATA CENTERS, LLC, as Grantor

By: _____

Name: Peter S. Marin

Title: President and CEO

TRUIST BANK, formerly known as Branch
Banking and Trust Company and successor by
merger to SunTrust Bank, as Lender

By:  _____

Name: Danny Stover

Title: Senior Vice President

Trademark Security Agreement

TRADEMARK
REEL: 007057 FRAME: 0151

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial/Registration No.</u>	<u>Application/Registration Date</u>
Forever On	90/009,102	June 18, 2020

3. TRADEMARK LICENSES

None.