

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM629202

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SUPPLEMENTAL FIRST LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tierpoint, LLC		03/02/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as First Lien Collateral Agent		
<b>Street Address:</b>	20 King Street West		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87864088	BRAVEIT	
<b>Serial Number:</b>	85968301	T	
<b>Serial Number:</b>	85968313	T TIERPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2129061209		
<b>Email:</b>	silvajess97@gmail.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
<b>Address Line 1:</b>	114 East Carmans Road		
<b>Address Line 4:</b>	FARMINGDALE, NEW YORK 11735		
<b>ATTORNEY DOCKET NUMBER:</b>	045777-0044		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva		
<b>DATE SIGNED:</b>	03/02/2021		
<b>Total Attachments: 6</b>			
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SUPPLEMENTAL FIRST LIEN TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Supplemental First Lien Trademark Security Agreement”), made by TIERPOINT, LLC, a Delaware limited liability company (the “Grantor”) in favor of ROYAL BANK OF CANADA, as first lien collateral agent (in such capacity, the “First Lien Collateral Agent”) (in such capacity, together with its successors and assigns, the “Assignee”), as defined in the First Lien Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Grantor, Cequel Data Centers II, LLC (“Parent”), the Subsidiaries of the Grantor from time to time party thereto, the Lenders and other financial institutions party thereto, and ROYAL BANK OF CANADA, as administrative agent (in such capacity, the “Administrative Agent”) are party to that certain Amended and Restated First Lien Credit Agreement dated as of May 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”); and

WHEREAS, in connection with the First Lien Credit Agreement, the Parent, the Grantor and Subsidiaries of the Grantor from time to time party thereto (including any entity that becomes a party thereto by executing and delivering a joinder thereto) have entered into that certain Amended and Restated First Lien Pledge and Security Agreement dated as of May 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Pledge and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Supplemental First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement and (to the extent not defined therein) the First Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following (collectively, the “Trademark Collateral”):

(a) the Trademarks listed on Schedule 1 attached hereto, all extensions or renewals thereof, and all goodwill associated therewith or symbolized thereby; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that in no event shall the Security Interest attach to, or the term "Trademark Collateral" include, any Excluded Assets.

SECTION 3. First Lien Pledge and Security Agreement. The security interest granted pursuant to this Supplemental First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the First Lien Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. In the event that any provision of this Supplemental First Lien Trademark Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall govern and control.

SECTION 4. Termination. (a) This Supplemental First Lien Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than contingent indemnification and reimbursement obligations which are not yet due and payable or for which no claim has been made) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the Issuing Bank or back-stopped by a letter of credit in form and substance reasonably satisfactory to the Issuing Bank) and the Issuing Bank has no further obligation to issue or amend Letters of Credit under the First Lien Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 6.13 of the First Lien Pledge and Security Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the First Lien Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents and take such further actions that the Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the First Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the First Lien Collateral Agent.

**SECTION 6. GOVERNING LAW. THIS SUPPLEMENTAL FIRST LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL FIRST LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN TORT, CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**


SECTION 7. Counterparts. This Supplemental First Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Supplemental First Lien Trademark Security Agreement by facsimile or other electronic transmission shall be

effective as delivery of a manually signed counterpart of this Supplemental First Lien Trademark Security Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this FIRST LIEN TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

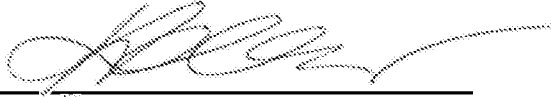
TIERPOINT, LLC

By:    
 DocuSigned by:  
 710918D816B84E8...  
 Name: Mary E. Meduski  
 Title: President and Chief Financial Officer

Accepted and Agreed:



ROYAL BANK OF CANADA, as Assignee

By:



Name: **Helena Sadowski**  
Title: **Manager, Agency**

**TRADEMARKS**Trademark Registrations

Trademark	App. No. and App. Date	Reg. No. and Reg. Date	Owner
BRAVEIT	87864088 April 5, 2018	5777001 June 11, 2019	TIERPOINT, LLC
T and Design 	85968301 June 24, 2013	5317310 October 24, 2017	TIERPOINT, LLC
T TIERPOINT and Design  tierpoint	85968313 June 24, 2013	5317311 October 24, 2017	TIERPOINT, LLC