

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPASS DATACENTERS, LLC		11/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	747 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6214811	COMPASS DATACENTERS	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	17514.615023		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	11/15/2021		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 15, 2021, between COMPASS DATACENTERS, LLC, a Delaware limited liability company (the “**Grantor**”), and BARCLAYS BANK PLC, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Compass Datacenters, LLC (the “**Borrower**”), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent and the Collateral Agent for the Lenders, are parties to a Credit Agreement dated as of the date hereof (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) Section 10.01 of the Credit Agreement, and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations by granting to the Barclays Bank PLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”) for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Credit Agreement (or whose definitions are incorporated by reference therein) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Credit Agreement, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

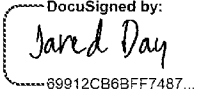
(i) each trademark owned by the Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark; provided that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by the Grantor (including, without limitation, any Trademark listed on Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Credit Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall prevail.

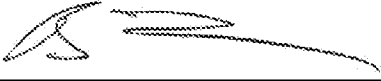
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

COMPASS DATACENTERS, LLC

By:  DocuSigned by:
89912CB6BFF7487...
Name: Jared Day
Title: President and Chief Financial Officer

Acknowledged:

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: Benjamin Fernandez
Title: Managing Director

Schedule 1
to Trademark Security Agreement

TRADEMARKS

COUNTRY	MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
United States	COMPASS DATACENTERS	Serial Number 88796417	02/17/2020	6214811	12/8/2020
Canada	COMPASS DATACENTERS	2044558	8/7/2020	N/A	N/A
Canada	 COMPASS DATACENTERS	2017679	3/16/2020	N/A	N/A
Norway	COMPASS DATACENTERS	202009916	8/7/2020	N/A	N/A
United Kingdom	COMPASS DATACENTERS		08/07/2020	3520567	12/25/2020
United Kingdom	COMPASS DATACENTERS		08/07/2020	918286171	12/30/2020
European Union	COMPASS DATACENTERS		08/07/2020	018286171	1/7/2021
Israel	COMPASS DATACENTERS	330455	8/12/2020	N/A	N/A