

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM692974

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
365 OPERATING COMPANY LLC		12/06/2021	Limited Liability Company: DELAWARE
ATLANTIC METRO COMMUNICATIONS II, INC.		12/06/2021	Corporation: NEW JERSEY
BROADBANDONE, LLC		12/06/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Toronto Dominion (Texas) LLC, as Administrative Agent		
<b>Street Address:</b>	TD North Tower, 26th Floor, 77 King Street West		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5161441	365 DATA CENTERS	
<b>Registration Number:</b>	5161442	365 DATA CENTERS	
<b>Registration Number:</b>	5133566	TECHNOLOGY HUMANIZED	
<b>Registration Number:</b>	4346184	CLOUDDIRECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	JEFFREYNEGRON@PAULHASTINGS.COM		
<b>Correspondent Name:</b>	JEFFREY M. NEGRON		
<b>Address Line 1:</b>	200 PARK AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	JEFFREY NEGRON		
<b>SIGNATURE:</b>	/JEFFREY NEGRON/		
<b>DATE SIGNED:</b>	12/07/2021		

OP \$115.00 5161441

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of this 6th day of December, 2021, by and among 365 OPERATING COMPANY LLC, a Delaware limited liability company, ATLANTIC METRO COMMUNICATIONS II, INC., a New Jersey corporation and BROADBANDONE, LLC, a Delaware limited liability company (collectively, the "Grantors"), and TORONTO DOMINION (TEXAS) LLC (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement dated as of December 6, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among 365 Operating Company LLC (the "Borrower"), 365 Data Centers Acquisition, LLC, as the Parent, the Lenders party thereto from time to time and the Administrative Agent.

### RECITALS:

A. The Grantors and the Administrative Agent on behalf of the Lender Parties have entered into that certain Security Agreement, dated as of December 6, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Grantors have granted to the Administrative Agent on behalf of the Lender Parties a Lien and security interest in all General Intangibles of the Grantors, including, without limitation, all of the Grantors' rights, titles, and interests in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by the Grantors' Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant to the Administrative Agent on behalf of the Lender Parties a Lien and continuing security interest in all of the Grantors' rights, titles, and interests 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 presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration ("Trademark Registration") and Trademark application ("Trademark Application"), including, without limitation, each Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such Trademark invalid under Applicable Laws in the United States);

(2) each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future

(a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with, and not in limitation of, the Security Interest granted to the Administrative Agent on behalf of the Lender Parties pursuant to the Security Agreement.

The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent on behalf of the Lender Parties with respect to the Liens and security interests 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the indefeasible payment in full in cash of the Obligations and cancellation of the Commitments under the Loan Agreement, the Lien and security interest granted hereunder shall automatically terminate and the Agent shall promptly take any actions reasonably necessary to terminate and release the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the U.S. Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

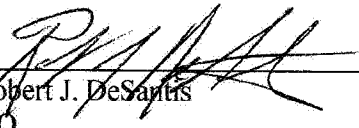
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument, and each of the parties hereto may execute this Agreement by signing any such counterpart.

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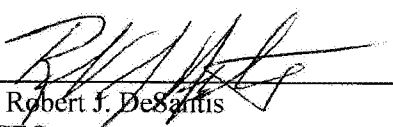
IN WITNESS WHEREOF, each of the Grantors and the Administrative Agent have caused this Agreement to be duly executed by its duly authorized representative as of the day and year first written above.

**GRANTORS:**

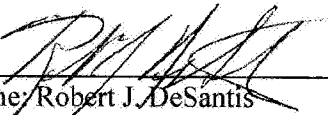
**365 OPERATING COMPANY LLC**, a Delaware limited liability company

By:   
Name: Robert J. DeSantis  
Title: CEO

**ATLANTIC METRO COMMUNICATIONS II, INC.**, a New Jersey corporation


By:   
Name: Robert J. DeSantis  
Title: CEO

**BROADBANDONE, LLC**, a Delaware limited liability company

By:   
Name: Robert J. DeSantis  
Title: CEO

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS) LLC, as  
Administrative Agent


By:   
Name: Hughroy Enniss  
Title: Authorized Signatory

Schedule 1

to

Trademark Security Agreement

U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Registration Date
365 Operating Company LLC	United States	365 DATA CENTERS	5161441	3/14/2017
365 Operating Company LLC	United States		5161442	3/14/2017
BroadbandOne, LLC DBA Host.Net	United States	TECHNOLOGY HUMANIZED	5133566	1/31/2017
Atlantic Metro Communications II, Inc.	United States	CloudDirect	4346184	6/4/2013