## CH \$265.00 612985

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM828444

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Internap Holding LLC		07/31/2023	Limited Liability Company: DELAWARE
SingleHop LLC		07/31/2023	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Wilmington Trust, National Association, as Collateral Agent			
Street Address:	50 South 6th Street, Suite 1290			
City:	Minneapolis			
State/Country:	MINNESOTA			
Postal Code:	55402			
Entity Type:	National Banking Association: UNITED STATES			

### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark			
Registration Number:	6129859				
Registration Number:	5111242	CLOUDOPTION			
Registration Number:	5413797	INAP			
Registration Number:	6064948	INAP INBLUE			
Registration Number:	5413818	INAP			
Registration Number:	6129861	INAP			
Registration Number:	6642108	THE HYBRID INFRASTRUCTURE COMPANY			
Registration Number:	5459029	CLOUD EXPERTS WHEN YOU NEED THEM. AUTOMA			
Registration Number:	5308671	SOFTWARE DEFINED MANAGED CLOUD			
Registration Number:	3343380	SINGLEHOP			

### CORRESPONDENCE DATA

**Fax Number:** 6179799301

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.

**Phone:** 6179799376

Email: christine.slattery@whitecase.com
Correspondent Name: Christine Slattery, Sr. Legal Assistant

TRADEMARK
REEL: 008151 FRAME: 0130

900789954

Address Line 1: 75 State Street

Address Line 2: White & Case LLP

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	1183337.0041
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	08/01/2023

### **Total Attachments: 7**

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### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>"), dated as of July 31, 2023, is made by each signatory listed under "Pledgors" (each a "<u>Pledgor</u>" and collectively, the "<u>Pledgors</u>"), in favor of Wilmington Trust, National Association, solely in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns, the "<u>Collateral Agent</u>") pursuant to that certain Credit Agreement, dated as of July 31, 2023 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among, among others, Internap Holding LLC, a Delaware limited liability company (the "<u>Borrower</u>"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and the several agents party thereto, including the Collateral Agent.

### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the Pledgors are party to a Security Agreement dated as of July 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. As collateral security for the prompt and complete payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges, hypothecates and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under the following Collateral of such Pledgor (collectively, the "Trademark Collateral"):
  - (a) Trademarks of such Pledgor listed on Schedule 1 attached hereto (provided that no security interest shall be granted in intent-to-use trademark or service mark applications);
  - (b) all goodwill associated with such Trademarks; and
  - (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest 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. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

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- SECTION 4. <u>Termination</u>. Upon the full payment and performance of the Secured Obligations, upon written request of Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Recordation</u>. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.
- SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

### INTERNAP HOLDING LLC

Name: Lisa Mayr

Title: Executive Vice President and Chief

Financial Officer

### SINGLEHOP LLC

By:

Name: Elizabeth Shenai

Title: Secretary

(Trademark Security Agreement)

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

By:

### INTERNAP HOLDING LLC

By: \_\_\_\_\_

Name: Lisa Mayr

Title: Executive Vice President and Chief

Financial Officer

SINGLEHOP LLC

Name: Elizabeth Shenai

Title: Secretary

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

Name: Marie Nicolosi

Title: Vice President

### SCHEDULE 1

to

# TRADEMARK SECURITY AGREEMENT

## **Trademark Registrations:**

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CLOUD EXPERTS WHEN YOU NEED THEM. AUTOMATION WHEN YOU DON'T.	THE HYBRID INFRASTRUCTURE COMPANY	INAP with Box Logo  (1) INAP	INAP Logo	INAP INBLUE	INAP	CLOUDOPTION	Box Logo	Mark
SingleHop LLC	Internap Holding LLC	Internap Holding LLC	Internap Holding LLC	Internap Holding LLC	Internap Holding LLC	Internap Holding LLC	Internap Holding LLC	Owner / Pledgor
United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Country
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status
87630390	90209722	88782903	87198416	88088333	87178732	86915559	88782888	Application No.
Oct-2-2017	Sep-25-2020	Feb-3-2020	Oct-10-2016	Aug-22-2018	Sep-21-2016	Feb-22-2016	Feb-3-2020	Application Date
5459029	6642108	6129861	5413818	6064948	5413797	5111242	6129859	Registration No.
May-1-2018	Feb-15-2022	Aug-18-2020	Feb-27-2018	May-26-2020	Feb-27-2018	Dec-27-2016	Aug-18-2020	Registration Date

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10.			9.	
10. SINGLEHOP	MANAGED CLOUD	DEFINED	SOFTWARE	Mark
SingleHop LLC			SingleHop LLC	Owner / Pledgor
United States Registered of America		of America	United States	Country
			Registered	Status
77128873			87438432	Application No.
Mar-12-2007 3343380			May-5-2017	Application Date
3343380			5308671	Registration No.
Nov-27-2007			Oct-10-2017	Registration Date

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**RECORDED: 08/01/2023**