# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM870420

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cyxtera Technologies, Inc.		01/12/2024	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Phoenix Infrastructure LLC
Street Address:	250 Vesey Street, 15th Floor
Internal Address:	c/o Brookfield Asset Management
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	6348277	CYXTERA
Registration Number:	6348285	C CYXTERA
Registration Number:	6348284	C CYXTERA
Registration Number:	6283356	С
Registration Number:	6356183	CYXTERA TECHNOLOGIES

## CORRESPONDENCE DATA

900830238

Fax Number: 2124920071

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: 212-373-3071

Email: jflorio@paulweiss.com, kshmorhun@paulweiss.com,

mmcquire@paulweiss.com

**Correspondent Name:** Jenna Florio

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	018310-00016
NAME OF SUBMITTER:	Jenna Florio
SIGNATURE:	/Jenna Florio/

DATE SIGNED:	01/23/2024
Total Attachments: 15	
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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is made as of January 12, 2024 (the "<u>Effective Date</u>") by and between Cyxtera Technologies, Inc., a Delaware corporation ("Assignor"), and Phoenix Infrastructure LLC, a Delaware <u>limited liability</u> company ("Assignee"). Each of Assignor and Assignee are referred to as a "<u>Party</u>" and together as the "Parties".

WHEREAS, Phoenix Data Center Holdings LLC ("<u>Purchaser</u>"), Cyxtera Technologies, Inc. and certain other parties (collectively, "<u>Sellers</u>") have entered a certain Asset Purchase Agreement, dated as of January 12, 2024 (the "<u>APA</u>"), pursuant to which Purchaser has acquired certain assets of Seller and certain other affiliates (as set forth in the APA), including without limitation the Assigned Trademark Rights (defined below) and the Parties desire to memorialize and record such assignment as set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the APA, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Assignor hereby irrevocably sell, transfer, assign, convey and deliver to Assignee, and Assignee hereby assumes and accepts, all of Assignor's rights, title, and interest in and to: (a) all trademarks and trademark applications, whether registered or unregistered, throughout the world, owned by Assignor, including the trademark registrations and trademark applications listed on Annex 1 hereto; and all statutory and common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all the goodwill of the business connected with the use of and symbolized by the foregoing; (d) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (e) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case (a) - (e), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the "Assigned Trademark Rights").

Notwithstanding anything to the contrary contained herein, the Assigned Trademark Rights shall not include any application for registration of a trademark that would be invalidated, canceled, voided or abandoned due to the conveyance, assignment and/or transfer of the Assigned Trademark Rights hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC 1051(c) or (d), unless and until such time that the conveyance, assignment and/or transfer of the Assigned Trademark Rights hereunder will not cause such trademark to be invalidated, canceled, voided or abandoned.

2. Assignor hereby authorize and request the competent authorities including without limitation an official of the United States Patent and Trademark Office or any non-U.S.

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governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

- 3. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, in each case at Assignee's sole cost and expense. Assignor hereby irrevocably appoint Assignee as the Assignor's attorney-in-fact, authorizing Assignee as such attorney-in-fact to execute and deliver, or cause to be executed and delivered, all such documents and instruments and to take, or cause to be taken, all such further or other actions in connection with the foregoing on behalf of Assignor in the event that Assignor do not take any such actions reasonably promptly following receipt of Assignee's request, in each case at Assignee's sole cost and expense.
- 4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

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Doc#: US1:18580089v5

The parties, by their authorized representatives, have executed this Trademark Assignment Agreement effective as of the Effective Date:

# **ASSIGNOR:**

# CYXTERA TECHNOLOGIES, INC.

Name: Victor Semah

Title: Executive Vice President, Chief Legal

Officer, Chief Compliance Officer, and

Secretary

Date: 1/9/2024

[Signature Page to Trademark Assignment Agreement]

ASSIGNEE:	PHOENIX INFRASTRUCTURE LLO

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

Title: Vice President

Date:

[Signature Page to Trademark Assignment Agreement]

Annex 1

# Registered Trademarks and Trademark Applications

Cyxtera Technologies, Inc.	Cyxtera ; Technologies, Inc.	Cyxtera ; Technologies, Inc.	Cyxtera (Cyxtera Technologies, Inc.	C/yxtera (Compared Inc.)	Assignor				
CYXTERA	CYXTERA	CYXTERA	C CYXTERA	C CYXTERA	SMARTCABS *	SMARTCAB *	CYXTERA SMARTCABS *	CYXTERA SMARTCAB *1	Mark
Brazil	Brazil	Australia	Colombia	Colombia	United States of America	United States of America	United States of America	United States of America	Country
8/22/2017	8/22/2017	8/21/2017	08/24/2017	08/24/2017	11/14/2021	11/14/2021	11/14/2021	11/14/2021	Filed Date
913262293	913262250	A0069316	SD20190058440	SD20170100692	97/123,931	97/123,929	97/123,928	97/123,926	Appl. No.
11/21/2018	11/21/2018	8/21/2017	12/05/2019	06/22/2018					Reg. Date
913262293	913262250	1380337	638525	599833	;	:	;	:	Reg. No.
Registered	Registered	Registered	Registered	Registered	Pending	Pending	Pending	Pending	Status

<sup>&</sup>lt;sup>1</sup> Trademarks with a "\*" are intent-to-use trademark applications and will not be assigned unless and until such time that the conveyance, assignment and/or Effective Date. Cybersecurity, Inc. due to a clerical error. Assignor shall use commercially reasonable best efforts to transfer these to Assignee in a timely manner following the transfer of the mark will not cause such trademark to be invalidated, canceled, voided or abandoned. Further, all such marks were registered under Cyxtera

Assignor	Mark	Country	Filed Date	Appl. No.	Reg. Date	Reg. No.	Status
Cyxtera Technologies, Inc.	CYXTERA	Brazil	8/22/2017	913262323	11/21/2018	913262323	Registered
Cyxtera Technologies, Inc.	CYXTERA	Brazil	8/22/2017	913262331	11/21/2018	913262331	Registered
Cyxtera Technologies, Inc.	CYXTERA	Brazil	8/22/2017	913262340	11/21/2018	913262340	Registered
Cyxtera Technologies, Inc.	CYXTERA	Brazil	8/22/2017	913262366	11/21/2018	913262366	Registered
Cyxtera Technologies, Inc.	CYXTERA	Canada	8/21/2017	1853446	10/14/2021	1111559	Registered
Cyxtera Technologies, Inc.	CYXTERA	Chile	8/24/2017	1.265.029	7/31/2018	1279134	Registered
Cyxtera Technologies, Inc.	CYXTERA	China	8/21/2017	A0069316	8/21/2017	1380337	Registered
Cyxtera Technologies, Inc.	CYXTERA	Colombia	8/21/2017	A0069316	8/21/2017	1380337	Registered
Cyxtera Technologies, Inc.	CYXTERA	European Union	8/21/2017	A0069316	8/21/2017	1380337	Registered
Cyxtera Technologies, Inc.	CYXTERA	Germany (Federal Republic of)	8/21/2017	A0069316	8/21/2017	1380337	Registered
Cyxtera Technologies, Inc.	CYXTERA	Hong Kong	8/24/2017	304250051	8/24/2017	304250051	Registered

Registered	1476105	8/24/2017	A0069446	8/24/2017	International	CYXTERA (STYLIZED 2)	Cyxtera Technologies, Inc.
Registered	304254219	8/28/2017	304254219	8/28/2017	Hong Kong	CYXTERA (STYLIZED 2)	Cyxtera Technologies, Inc.
Registered	1476105	8/24/2017	A0069446	8/24/2017	Germany (Federal Republic of)	(STYLIZED 2)	Cyxtera Technologies, Inc.
Registered	1476105	8/24/2017	A0069446	8/24/2017	European Union	CYXTERA (STYLIZED 2)	Cyxtera Technologies, Inc.
Registered	1476105	8/24/2017	A0069446	8/24/2017	Colombia	(STYLIZED 2)	Cyxtera Technologies, Inc.
Registered	1476105	8/24/2017	A0069446	8/24/2017	China	(STYLIZED 2)	Cyxtera Technologies, Inc.
Registered	1279136	7/31/2018	1.265.185	8/25/2017	Chile	(STYLIZED 2)	Cyxtera Technologies, Inc.
Registered	1,111,557	10/14/2021	1853698	8/22/2017	Canada	CYXTERA (STYLIZED 2)	Cyxtera Technologies, Inc.
Registered	913304654	12/4/2018	913304654	8/29/2017	Brazil	(STYLIZED 2)	Cyxtera Technologies, Inc.
Registered	913304611	12/4/2018	913304611	8/29/2017	Brazil	(STYLIZED 2)	Cyxtera Technologies, Inc.
Registered	913304590	12/4/2018	913304590	8/29/2017	Brazil	CYXTERA (STYLIZED 2)	Cyxtera Technologies, Inc.
Status	Reg. No.	Reg. Date	Appl. No.	Filed Date	Country	Mark	Assignor

Assignor	Mark	Country	Filed Date	Appl. No.	Reg. Date	Reg. No.	Status
Cyxtera Technologies, Inc.	CYXTERA (stylized/design)	Singapore	8/24/2017	40201725494T	8/24/2017	1381351	Published
Cyxtera Technologies, Inc.	CYXTERA (stylized/design)	Sweden	8/24/2017	A0069448	8/24/2017	1381351	Registered
Cyxtera Technologies, Inc.	CYXTERA (stylized/design)	United Kingdom	8/24/2017	UK00800069448	8/24/2017	UK0080138 1351	Registered
Cyxtera Technologies, Inc.	CYXTERA (stylized/design)	United Kingdom	8/24/2017	A0069448	8/24/2017	1381351	Registered
Cyxtera Technologies, Inc.	CYXTERA (stylized/design)	United States of America	3/16/2017	87/373,229	5/11/2021	6348284	Registered
Cyxtera Technologies, Inc.	CYXTERA C LOGO	Australia	8/24/2017	A0069447	8/24/2017	1382331	Registered
Cyxtera Technologies, Inc.	CYXTERA C LOGO	Brazil	8/29/2017	913304131	12/4/2018	913304131	Registered
Cyxtera Technologies, Inc.	CYXTERA C LOGO	Brazil	8/29/2017	913304182	12/4/2018	913304182	Registered
Cyxtera Technologies, Inc.	CYXTERA C LOGO	Brazil	8/29/2017	913304255	12/4/2018	913304255	Registered
Cyxtera Technologies, Inc.	CYXTERA C LOGO	Brazil	8/29/2017	913304301	12/4/2018	913304301	Registered
Cyxtera Technologies, Inc.	CYXTERA C LOGO	Brazil	8/29/2017	913304336	12/4/2018	913304336	Registered

Registered	1382331	8/24/2017	40201725917V	8/24/2017	Singapore	CYXTERA C LOGO	Cyxtera Technologies, Inc.
Registered	1382331	8/24/2017	A0069447	8/24/2017	Japan	CYXTERA C LOGO	Cyxtera Technologies, Inc.
Registered	1382331	8/24/2017	A0069447	8/24/2017	International	CYXTERA C LOGO	Cyxtera Technologies, Inc.
Registered	304254237	8/28/2017	304254237	8/28/2017	Hong Kong	CYXTERA C LOGO	Cyxtera Technologies, Inc.
Registered	1382331	8/24/2017	A0069447	8/24/2017	Germany (Federal Republic of)	CYXTERA C LOGO	Cyxtera Technologies, Inc.
Registered	1382331	8/24/2017	A0069447	8/24/2017	European Union	CYXTERA C LOGO	Cyxtera Technologies, Inc.
Registered	1382331	8/24/2017	A0069447	8/24/2017	Colombia	CYXTERA C LOGO	Cyxtera Technologies, Inc.
Registered	1382331	8/24/2017	A0069447	8/24/2017	China	CYXTERA C LOGO	Cyxtera Technologies, Inc.
Registered	1.280.683	8/27/2018	1.265.184	8/25/2017	Chile	CYXTERA C LOGO	Cyxtera Technologies, Inc.
Registered	1,111,556	10/14/2021	1853700	8/22/2017	Canada	CYXTERA C LOGO	Cyxtera Technologies, Inc.
Registered	913304352	12/4/2018	913304352	8/29/2017	Brazil	CYXTERA C LOGO	Cyxtera Technologies, Inc.
Status	Reg. No.	Reg. Date	Appl. No.	Filed Date	Country	Mark	Assignor

Assimon	Mark	Country	Filed Date	Annl No	Reg Date	Reg No	Ctatus
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Cyxtera Technologies, Inc.	CYXTERA C LOGO	Sweden	8/24/2017	A0069447	8/24/2017	1382331	Registered
Cyxtera Technologies, Inc.	CYXTERA C LOGO	United Kingdom	8/24/2017	UK00800069447	8/24/2017	UK0080138 2331	Registered
Cyxtera Technologies, Inc.	CYXTERA C LOGO	United Kingdom	8/24/2017	A0069447	8/24/2017	1382331	Registered
Cyxtera Technologies, Inc.	CYXTERA C LOGO	United States of America	3/16/2017	87/373,224	3/2/2021	6,283,356	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Australia	8/21/2017	A0069318	8/21/2017	1384518	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Brazil	8/22/2017	913262412	11/21/2018	913262412	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Brazil	8/22/2017	913262439	11/21/2018	913262439	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Brazil	8/22/2017	913262463	11/21/2018	913262463	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Brazil	8/22/2017	913262498	11/21/2018	913262498	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Brazil	8/22/2017	913262501	11/21/2018	913262501	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Brazil	8/22/2017	913262528	11/21/2018	913262528	Registered

Assignor	Mark	Country	Filed Date	Appl. No.	Reg. Date	Reg. No.	Status
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Canada	8/21/2017	1853447	10/14/2021	1,111,558	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Chile	8/24/2017	1.265.031	7/31/2018	1279135	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	China	8/21/2017	A0069318	8/21/2017	1384518	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Colombia	8/21/2017	A0069318	8/21/2017	1384518	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Colombia	08/24/2017	SD20180002025	08/06/2018	603448	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	European Union	8/21/2017	A0069318	8/21/2017	1384518	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Germany (Federal Republic of)	8/21/2017	A0069318	8/21/2017	1384518	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Hong Kong	8/24/2017	304250060	8/28/2017	304250060	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	International	8/21/2017	A0069318	8/21/2017	1384518	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Japan	8/21/2017	A0069318	8/21/2017	1384518	Registered
Cyxtera Technologies, Inc.	CYXTERA TECHNOLOGIE S	Singapore	8/21/2017	40201800815X	8/21/2017	1384518	Published

**RECORDED: 01/23/2024** 

Assignor	Mark	Country	Filed Date	Appl. No.	Reg. Date	Reg. No.	Status
Cyxtera	CYXTERA	Sweden	8/21/2017	A0069318	8/21/2017	1384518	Registered
Technologies, Inc.	TECHNOLOGIE S						
Cyxtera	CYXTERA	United	8/21/2017	UK00800069318	8/21/2017	UK0080138   Registered	Registered
Technologies, Inc.	TECHNOLOGIE S	Kingdom				4518	
Cyxtera	CYXTERA	United	8/21/2017	A0069318	8/21/2017	1384518	Registered
Technologies, Inc.	TECHNOLOGIE S	Kingdom					
Cyxtera	CYXTERA	United States	2/24/2017	87/349,085	5/18/2021	6356183	Registered
Technologies, Inc.	TECHNOLOGIE	of America					
	S						