

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM329256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement (First Lien) recorded at Reel 5352/Frame 0344		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		01/14/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC, as Administrative Agent and Collateral Agent		
Street Address:	77 King Street West		
Internal Address:	TN North Tower 25th Floor		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3144394	LAYERED TECHNOLOGIES	
Registration Number:	3590647		
Registration Number:	3641443	THE VIRTUALIZATION SPECIALIST	
Registration Number:	3284932	LAYERED TECH	
Registration Number:	2997267	FASTSERVERS.NET	
Registration Number:	3738942	SERVERHEROES	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	927268-605016		

CH \$165.00 3144394

NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	01/16/2015
Total Attachments: 4 source=Datapipe - LTI Assignment of Trademark Security Agreement (First Lien) Reel 5352 Frame 0344#page1.tif source=Datapipe - LTI Assignment of Trademark Security Agreement (First Lien) Reel 5352 Frame 0344#page2.tif source=Datapipe - LTI Assignment of Trademark Security Agreement (First Lien) Reel 5352 Frame 0344#page3.tif source=Datapipe - LTI Assignment of Trademark Security Agreement (First Lien) Reel 5352 Frame 0344#page4.tif	

**ASSIGNMENT OF SECURITY INTERESTS
IN TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of January 14, 2015 ("Effective Date") by MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation (the "Assignor") in favor of TORONTO DOMINION (TEXAS) LLC ("Assignee").

WHEREAS, among others, Assignor and DATAPIPE, INC. ("Borrower") are parties to that certain First Lien Credit Agreement, dated March 15, 2013, as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated as of April 16, 2014 (as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "First Lien Credit Agreement"), pursuant to which Borrower granted Assignor a security interest in and lien on certain assets of Borrower;

WHEREAS, in connection with the First Lien Credit Agreement, Borrower executed that certain Trademark Security Agreement (First Lien) in favor of Assignor, dated March 15, 2013, (the "Trademark Security Agreement"), as supplemented by that certain Supplement Trademark Security Agreement (as defined below), and that certain Copyright Security Agreement (First Lien) in favor of Assignor, dated March 15, 2013 (the "Copyright Security Agreement"), pursuant to which Borrower granted the Secured Party a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement and the Supplement Trademark Security Agreement) and Copyright Collateral (as defined in the Copyright Security Agreement), respectively, including the trademark and copyright registrations and applications set forth on Schedule A hereto (collectively, the "Trademark and Copyright Collateral");

WHEREAS, the Trademark Security Agreement (prior to modification by the Supplement Trademark Security Agreement), was recorded with the United States Patent and Trademark Office on April 1, 2013, at Reel 4995, Frame 0334;

WHEREAS, Borrower subsequently executed that certain Supplement to Trademark Agreement (the "Supplement Trademark Security Agreement") in favor of Assignor pursuant to which, among other things, it supplemented the schedules to the Trademark Security Agreement, and such agreement was recorded with the United States Patent and Trademark Office on April 21, 2014, at Reel 5265, Frame 0086;

WHEREAS, the Copyright Security Agreement was recorded with the United States Copyright Office on March 29, 2013, at Volume 3627, Document 176;

WHEREAS, in connection with the First Lien Credit Agreement, Layered Technologies, Inc. ("LTI") executed that certain Trademark Security Agreement (First Lien) in favor of Assignor, dated August 18, 2014, (the "LTI Trademark Security Agreement"), and that certain Copyright Security Agreement (First Lien) in favor of

Assignor, dated August 18, 2014 (the "LTI Copyright Security Agreement"), pursuant to which LTI granted the Secured Party a security interest in the Trademark Collateral (as defined in the LTI Trademark Security Agreement) and Copyright Collateral (as defined in the LTI Copyright Security Agreement), including the trademark and copyright registrations and applications set forth on Schedule A hereto (collectively, the "LTI Trademark and Copyright Collateral");

WHEREAS, the LTI Trademark Security Agreement, was recorded with the United States Patent and Trademark Office on August 27, 2014, at Reel 5352, Frame 0344;

WHEREAS, the LTI Copyright Security Agreement was recorded with the United States Copyright Office on [], at Volume [], Document [];

WHEREAS, pursuant to that certain Resignation of Agent and Appointment of Agent Agreement of even date herewith, Assignor assigned to Assignee all rights and interests in and to the Loan and the Loan Documents (as such terms are defined in the First Lien Credit Agreement), including, without limitation, all security interests or liens in the Trademark and Copyright Collateral and the LTI Trademark and Copyright Collateral; and

WHEREAS, Assignor and Assignee wish to record the assignment of the security interests granted by the Trademark Security Agreement (as amended by the Supplement Security Agreement), the LTI Trademark Security Agreement, the Copyright Security Agreement and the LTI Copyright Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, respectively.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and grants to Assignee any and all security interests it has in the Trademark and Copyright Collateral and the LTI Trademark and Copyright Collateral.

This Assignment shall be construed in accordance with and governed by the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

MORGAN STANLEY SENIOR FUNDING, INC.

By: 

Name: STEPHEN B. KIM

Title: VP

Assignment of Security Interests in Trademarks and Copyrights

TRADEMARK
REEL: 005442 FRAME: 0550

SCHEDULE A**Trademark Registrations**

Owner	Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)
Layered Technologies, Inc.	LAYERED TECHNOLOGIES	US	3144394	9/19/2006
Layered Technologies, Inc.	quadrilateral design	US	3590647	3/17/2009
Layered Technologies, Inc.	THE VIRTUALIZATION SPECIALIST	US	3641443	6/16/2009
Layered Technologies, Inc.	LAYERED TECH	US	3284932	8/28/2007
Layered Technologies, Inc.	2009 Miscellaneous Design	US	3590647	3/17/2009
Layered Technologies, Inc. (formerly known as Fastservers, Inc.)	FASTSERVERS.NET	US	2997267	9/20/2005
Layered Technologies, Inc. (formerly known as Greensoft Solutions, Inc.,)	SERVERHEROES	US	3738942	1/19/2010