

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		10/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THE TELX GROUP, INC.		
Street Address:	1 State Street, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2653237	TELX	
Registration Number:	4444207	TELX C3 (CLOUD CONNECTION CENTERS)	
Serial Number:	85477849	C3	
Serial Number:	85478081	C3 TELX	
Registration Number:	3669168	TELX VISION	
Registration Number:	3669167	TELXVAULT	
Registration Number:	3743918	TELX VIRTUAL XCHANGE	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	391000/1466		
NAME OF SUBMITTER:	Monique L. Ribando		
SIGNATURE:	/Monique L. Ribando/		

CH \$190.00 2653237

DATE SIGNED:	10/09/2015
Total Attachments: 6 source=Telx_-_2015_Trademark_Release_Second_Lien#page1.tif source=Telx_-_2015_Trademark_Release_Second_Lien#page2.tif source=Telx_-_2015_Trademark_Release_Second_Lien#page3.tif source=Telx_-_2015_Trademark_Release_Second_Lien#page4.tif source=Telx_-_2015_Trademark_Release_Second_Lien#page5.tif source=Telx_-_2015_Trademark_Release_Second_Lien#page6.tif	

Trademark Security Release (Second Lien)

This **Trademark Security Release (Second Lien)**, dated as of October 9, 2015 (this "Trademark Security Release"), is made by MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation located at 1585 Broadway, New York, NY 10036, in its capacity as collateral agent pursuant to that certain Second Lien Credit Agreement, dated as of April 9, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Assignee"), in favor of THE TELX GROUP, INC., a Delaware corporation, located at 1 State Street, 21st Floor, New York, NY 10004 ("Assignor").

W I T N E S S E T H:

WHEREAS, the Assignor executed and delivered that certain Trademark Security Agreement (Second Lien), dated as of April 9, 2014 (as amended, restated, amended and restated, supplemented or other modified from time to time prior to the date hereof, the "Original TSA"), in favor of the Assignee, which granted the Assignee a lien on and security interest in all of the right, title and interest of the Assignor in, to and under the Trademark Collateral, which such Original TSA was recorded with the United States Patent and Trademark Office at Reel 5259 / Frame 0304 on April 12, 2014.

WHEREAS, the Assignor is party to a Payoff Letter, dated as of October 9, 2015 (the "Payoff Letter"), among Assignor and Assignee, pursuant to which Assignee has agreed to terminate, release, extinguish and discharge fully the lien on and security interest in all of Assignor's right, title and interest in, to and under the Trademark Collateral;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Original TSA and used herein have the meaning given to them in the Original TSA.

SECTION 2. Release of Security Interest in Trademark Collateral. The Assignee hereby terminates, releases, extinguishes and discharges fully the lien on and security interest in each Assignor's right, title and interest in, to and under the all of the Trademark Collateral, including the Trademark Collateral listed on Schedule I attached hereto, and the goodwill associated therewith, and reassigns and transfers any and all interest that Assignee may have in such Trademark Collateral, along with the goodwill associated therewith, to the Assignor.

SECTION 3. Counterparts. This Trademark Security Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Release by telecopier or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Trademark Security Release.

SECTION 4. Further Assurances. The Assignee hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby.

SECTION 5. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial.

(a) Governing Law. This Trademark Security Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

(b) Submission to Jurisdiction. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Trademark Security Release, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Trademark Security Release shall affect any right that the Assignee or any Secured Party may otherwise have to bring any action or proceeding relating to this Trademark Security Release against the Assignor or its properties in the courts of any jurisdiction.

(c) Venue. Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Requirements of Law (as defined in the Second Lien Credit Agreement) any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Trademark Security Release in any court referred to in Section 5(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Requirements of Law (as defined in the Second Lien Credit Agreement), the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each of the parties hereto irrevocably consents to service of process in any action or proceeding arising out of or relating to Trademark Security Release, in the manner provided for notices (other than telecopier or e-mail) in Section 9.01 of the Second Lien Credit Agreement. Nothing in this Trademark Security Release will affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law (as defined in the Second Lien Credit Agreement).

(e) Waiver of Jury Trial. Each of the parties hereto hereby waives, to the fullest extent permitted by applicable Requirements of Law (as defined in the Second Lien Credit Agreement), any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Trademark Security Release or the transactions contemplated hereby (whether based on contract,

tort or any other theory). Each of the parties hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section.

[SIGNATURE PAGE FOLLOWS]

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

MORGAN STANLEY SENIOR FUNDING,
INC.,
as Collateral Agent and Assignee

By: 

Name: STEPHEN B. KELLY

Title: VP

SIGNATURE PAGE TO TRADEMARK SECURITY RELEASE

TRADEMARK
REEL: 005642 FRAME: 0419

Accepted and Agreed:

THE TELX GROUP, INC., as Assignor

By: 

Name: Christopher W. Downie

Title: Chief Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY RELEASE

UNITED STATES TRADEMARKS:

Registrations:

Owner	Status	App/Registration Number	Trademark
The Telx Group, Inc.	Registered	2,653,237	TELX (Stylized)
The Telx Group, Inc.	Registered	4,444,207	TELX C3 (CLOUD CONNECTION CENTERS)
The Telx Group, Inc.	Pending	85477849	C3
The Telx Group, Inc.	Pending	85478081	C3 TELX AND DESIGN
The Telx Group, Inc.	Registered	3669168	TELXIVISION
The Telx Group, Inc.	Registered	3669167	TELXVAULT
The Telx Group, Inc.	Registered	3743918	TELX VIRTUAL XCHANGE

Applications:

None.