

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EdgeConneX Houston Holdings, LLC		01/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EdgeConneX EDC North America, LLC		
Street Address:	2201 Cooperative Way		
Internal Address:	Suite 200		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3834556		
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023451905		
Email:	ba@bsalegalgroup.com		
Correspondent Name:	Brian Alperstein		
Address Line 1:	1250 Connecticut Av NW		
Address Line 2:	Suite 200		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Brian Alperstein		
SIGNATURE:	/Brian Alperstein/		
DATE SIGNED:	01/06/2017		
Total Attachments: 4			
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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This Assignment and Assumption of Intellectual Property (this "*Assignment*"), is made and entered into as of January 6th, 2017 (the "Effective Date") by and between **EdgeConneX Houston Holdings, LLC**, a Delaware limited liability company ("*Assignor*"), and **EdgeConneX EDC North America, LLC**, a Delaware limited liability company ("*Assignee*"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, in connection with a corporate restructuring, Assignor seeks to consolidate ownership of certain intellectual property, consisting of trademarks (the "*Trademarks*"), as listed on Schedule 1, attached hereto; referred hereinafter as the ("*Intellectual Property*").

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Intellectual Property; and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Intellectual Property and any and all legal protections, foreign or domestic, to be obtained thereof; and

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor hereby grants, transfers and assigns to Assignee, its successors and assigns, and Assignee accepts and assumes all of the Assignor's right, title, benefit and interest to the following, throughout the world:
 - (a) the Intellectual Property described in Schedule 1 attached hereto;
 - (b) any claims with respect to any of the Intellectual Property, all rights to prepare derivative works, all goodwill, and all other rights to the Intellectual Property;
 - (c) any and all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of such applications), corresponding to domestic and foreign applications, issuing on such Intellectual Property, and all rights and benefits under any applicable treaty or convention;
 - (d) The right to file any further applications, claim priority or do as is necessary to enforce all its rights, title and interest in and to any current or future Trademark.
 - (e) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Intellectual Property including, without limitation, damages and payments for past or future infringements of any of the Intellectual Property; and
 - (f) all rights to sue for past, present, and future infringements of the Intellectual Property.

2. Authorization to Director. The Assignor hereby authorizes the Director of the United States Patent & Trademark Office, any foreign trademark offices, and any other relevant offices to issue

said Trademark to the Assignee, for the Assignee's and its representatives' use to the full end of the term for which said Trademark may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. Assignor's Representations and Warranties. The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest being transferred in and to the Intellectual Property;
- (b) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (c) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Intellectual Property;
- (d) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;

4. Assignor Obligations. The Assignor will, (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional agreements, assumptions, assurances and other instruments as may be required to carry out the purpose of this Assignment, including any separate assignments of the Intellectual Property, reasonably necessary to record the assignment in the United States Patent Office and other patent and trademark offices throughout the world; (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and (c) execute all lawful papers reasonable and necessary for Assignee to retain a trademark right to the Intellectual Property, respectively, and/or on any continuing or reissue applications thereof.

5. No Further Use of the Intellectual Property. After the Effective Date, the Assignor agrees to make no further use of the Intellectual Property, or any Intellectual Property equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Intellectual Property.

6. Binding Effect. This Assignment will inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

7. Applicable Law. This Assignment will be governed by, and construed in accordance with the laws of the Commonwealth of Virginia.

8. Entire Agreement. This Assignment constitutes the entire agreement between the parties hereto with regard to the matters contained herein and it is understood and agreed that all previous undertakings, negotiations, letter of intent and agreements between the parties are merged herein.

9. Modification. This Assignment may not be modified except in a writing signed by both parties.

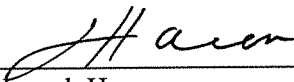
10. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be an original and all of which together will constitute one and the same instrument.

11. Further Assurances. Assignor agrees to execute and deliver to Assignee other or further assurances of the provisions of this Assignment and Assignee may from time to time request.

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption of Intellectual Property Agreement to be duly executed on their behalf on the date first above written.

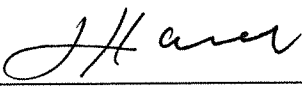
ASSIGNOR:

EdgeConneX Houston Holdings, LLC, a Delaware limited liability company

By: 
Name: Joseph Harar
Title: Chief Financial Officer

ASSIGNEE:

EdgeConneX EDC North America, LLC, a Delaware limited liability company

By: 
Name: Joseph Harar
Title: Chief Financial Officer

Schedule 1

Trademarks

Trademark	App. Date	Reg. Date	Status	Registration / Application No.	Jurisdiction
(StratITsphere service mark)	1/13/2010	8/17/2010	Registered	3834556	US