TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM512268

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vyanet Operating Group, Inc.		02/01/2019	Corporation: OREGON

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION	
Street Address:	2 Bethesda Metro Center, 7th Floor	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4181776	ALLIED FIRE & SECURITY
Registration Number:	3369823	ALLIED FIRE & SECURITY
Registration Number:	3245277	ALLIED FIRE & SECURITY

CORRESPONDENCE DATA

Fax Number: 4125621041

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: 412-562-1637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever Address Line 1: 301 Grant Street

Address Line 2: 20th Floor

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0080721-000002
NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	03/01/2019

Total Attachments: 5

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This TRADEMARK SECURITY AGREEMENT (this "<u>Supplement</u>"), dated as of February 1, 2019, is made by and between VYANET OPERATING GROUP, INC., an Oregon corporation (the "<u>Grantor</u>"), and CAPITAL ONE, NATIONAL ASSOCIATION, as Agent for the Lenders (in such capacity, together with its successors in such capacity, "Agent").

- A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the SECOND AMENDED AND RESTATED SECURITY AGREEMENT, dated as of the date hereof (the "Security Agreement"), among Grantor and certain affiliates of Grantor (the "Borrowers"), the other Credit Parties (as defined in the Credit Agreement) from time to time party thereto, and Agent.
- B. The rules of construction and other interpretive provisions specified in Section 1.2 of the Credit Agreement shall apply to this Supplement.
- C. Pursuant to Section 4.15(d) of the Security Agreement, Grantor has agreed to execute this Supplement for recording the security interest granted under the Security Agreement to Agent in such Grantor's United States registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the security interest hereunder in such registered Intellectual Property.

Accordingly, Agent and Grantor agree as follows:

- 1. <u>Grant of Security</u>. Grantor hereby grants to Agent for the benefit of the Lenders a security interest in all of Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in <u>Schedule A</u> hereto (the "<u>Trademarks</u>"), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "<u>Collateral</u>").
- 2. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by Grantor under this Supplement secures the payment of the Obligations and all amounts that would be owed to Agent or the Lenders but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.
- 3. <u>Recordation</u>. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Supplement.
- 4. <u>Grants, Rights and Remedies</u>. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
- 5. <u>Counterparts</u>. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic

transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

- 6. <u>GOVERNING LAW</u>. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MARYLAND.
- 7. Severability. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
- 8. <u>Notices</u>. All notices, requests and demands pursuant hereto shall be made in accordance with Section 8.1 of the Credit Agreement. All communications and notices hereunder to Grantor shall be given to it at the Credit Parties' address set forth in Section 8.1 of the Credit Agreement.
- 9. <u>Expenses</u>. Grantor agrees to reimburse Agent for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented fees, other charges and disbursements of counsel for Agent.

[SIGNATURE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor and Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

VYANET OPERATING GROUP, INC., as Grantor,

By: _____

[SIGNATURE TO TRADEMARK SECURITY AGREEMENT]

CAPITAL ONE, NATIONAL ASSOCIATION, as Agent

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Saam Parsa, Authorized Signatory

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SECURITY AGREEMENT SCHEDULE A TO THE TRADEMARK

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RECORDED: 03/01/2019