

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6421837

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HYPERTEC COLOCATION SERVICES ULC	11/20/2020
RECEIVING PARTY DATA		
Name:	TORONTO DOMINION (TEXAS) LLC, AS COLLATERAL AGENT	
Street Address:	TD NORTH TOWER, 26TH FLOOR, 77 KING ST., WEST	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5K 1A2	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	9923414
	Patent Number:	10666087
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:	2123186532	
Email:	alanagramer@paulhastings.com	
Correspondent Name:	ALANA GRAMER	
Address Line 1:	200 PARK AVENUE	
Address Line 2:	C/O PAUL HASTINGS LLP	
Address Line 4:	NEW YORK, NEW YORK 10166	
NAME OF SUBMITTER:	ALANA GRAMER	
SIGNATURE:	/s/ Alana Gramer	
DATE SIGNED:	11/30/2020	
Total Attachments: 7		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated November 20, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of **TORONTO DOMINION (TEXAS) LLC (“TD”)**, as collateral agent (together with any successor collateral agent appointed pursuant to Article VIII of the Credit Agreement (as hereinafter defined), the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to the Credit Agreement, dated as of November 20, 2020 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among **LOWER VANTAGE DATA CENTERS CANADA QC4, ULC**, an unlimited liability company organized under the laws of British Columbia, Canada and wholly owned subsidiary of Parent Guarantor (the “*Initial Borrower*”), **VANTAGE DATA CENTERS CANADA QC4, ULC**, an unlimited liability company organized under the laws of British Columbia, Canada and wholly owned subsidiary of Parent Guarantor (as of the consummation of the Closing Date Amalgamation, the “*Surviving Borrower*”), **UPPER VANTAGE DATA CENTERS CANADA QC4, ULC**, an unlimited liability company organized under the laws of British Columbia, Canada (the “*Parent Guarantor*”), any Additional Guarantors (as hereinafter defined) acceding hereto pursuant to Section 5.01(j) or 7.05 of the Credit Agreement (the “*Subsidiary Guarantors*”), **TORONTO DOMINION (TEXAS) LLC (“TD”)**, in its capacity as administrative agent (in such capacity, together with any successor agent appointed pursuant to Article VIII of the Credit Agreement, the “*Administrative Agent*”) and collateral agent (in such capacity, together with any successor agent appointed pursuant to Article VIII of the Credit Agreement, the “*Collateral Agent*”, and together with the Administrative Agent, the “*Agents*”) for the Secured Parties, and the Lender Parties named therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances by the Lenders under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of November 20, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), made by the Grantors from time to time party thereto in favor of the Collateral Agent for the Secured Parties.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (a) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (b) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or

unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) set forth in Schedule B hereto, together, in each case, with the goodwill symbolized thereby (the “**Trademarks**”);

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that (x) the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement and (y) the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, regardless of whether any particular asset described in such financing statements falls within the scope of the UCC or the granting clause of this Agreement. “**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of New York, *provided* that, if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “**UCC**” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

SECTION 4. Execution in Counterparts; Delivery by Electronic Means. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by electronic

transmission or otherwise as contemplated by Section 9.21 of the Credit Agreement shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflicts of law provisions of such State.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HYPERTec COLOCATION SERVICES ULC

By



Name: Maxime Guévin
Title: Vice President

Address for Notices:

400-725 Granville Street
P.O. BOX 10325
Vancouver BC V7Y 1G5, Canada

SCHEDULE A

PATENTS

Registrations:

Patent Title	Patent #	Date Issued	Owner
System for Redundant Power Supply to a Data Center	9,923,414 ¹	March 20, 2018	Hypertec Colocation Services ULC
System for Redundant Power Supply to a Data Center	10,666,087 ²	May 26, 2020	Hypertec Colocation Services ULC

Applications:

Patent Application	Application #	Application Date	Owner
N/A	N/A	N/A	N/A

¹ The number that was previously listed is the Patent Application No. See <http://patft.uspto.gov/netacgi/nph-Parser?Sect1=PTO2&Sect2=HITOFF&p=1&u=%2Fmetahtml%2FPTO%2Fsearch-bool.html&r=2&f=G&l=50&col=AND&d=PTXT&s1=9,923,414&OS=9,923,414&RS=9,923,414>

² Same comment as above. See <http://patft.uspto.gov/netacgi/nph-Parser?Sect1=PTO2&Sect2=HITOFF&p=1&u=%2Fmetahtml%2FPTO%2Fsearch-bool.html&r=1&f=G&l=50&col=AND&d=PTXT&s1=10,666,087&OS=10,666,087&RS=10,666,087>

SCHEDULE B
TRADEMARKS

None.

SCHEDULE C
COPYRIGHTS

None.