

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement First Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Telx Group, Inc.		04/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
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:	2136875600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(213) 655-5239		
Email:	daniel.walbrun@skadden.com		
Correspondent Name:	Daniel W. Walbrun		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	300 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	391000/1466		
NAME OF SUBMITTER:	Daniel W. Walbrun		
SIGNATURE:	/Daniel W. Walbrun/		

CH \$190.00 2653237

DATE SIGNED:	04/11/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(FIRST LIEN)

This TRADEMARK SECURITY AGREEMENT (FIRST LIEN), dated as of April 9, 2014 (“*Trademark Security Agreement (First Lien)*”), made by The Telx Group, Inc., a Delaware corporation located at 1 State Street, 21st Floor, New York, NY 10004 (the “*Grantor*”), is in favor of MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation located at 1585 Broadway, New York, NY 10036, as collateral agent (in such capacity and together with its successors, the “*Collateral Agent*”) for (i) the Lenders from time to time parties to the First Lien Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*First Lien Credit Agreement*”), among Holdings (as defined therein), the Borrower (as defined therein), the Lenders, the Collateral Agent, as administrative agent (in such capacity and together with its successors, the “*Administrative Agent*”), and the Collateral Agent, and (ii) the other Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor entered into that certain First Lien Guarantee and Collateral Agreement, dated as of the date hereof (the “*First Lien Guarantee and Collateral Agreement*”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement (First Lien);

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the First Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Guarantee and Collateral Agreement. For purposes of this Trademark Security Agreement (First Lien), the term “*Trademarks*” shall mean (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule 1 (as such schedule may be amended or supplemented from time to time) hereto, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) all indicia of origin of a like nature and (v) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following assets and properties of the Grantor, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

(a) all Trademarks of the Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not otherwise included, all Proceeds of any of the foregoing;

provided that, notwithstanding any other provision set forth herein, this Trademark Security Agreement (First Lien) (including without limitation, this Section 2) shall not, at any time, constitute a grant of a security interest in (i) any all applications to register a United States Trademark based on the Grantor's "intent to use" such Trademark, unless and until acceptable evidence of use of such Trademark is submitted to and accepted by to the United States Patent and Trademark Office but only if and to the extent that the granting of a security interest in such application would result in the invalidation, unenforceability of, or void, such application or resulting registration, provided, that, to the extent such application is excluded from the Collateral, upon the submission of evidence of use of such Trademark to, and the acceptance of such evidence by, the United States Patent and Trademark Office, such Trademark application shall automatically be included in the Collateral, without further action on any party's part or (ii) any other property that is, at such time, an Excluded Asset, and the term "Trademark Collateral" shall not include any Excluded Asset; provided, further, that if and when an asset shall cease to be an Excluded Asset, such asset shall be deemed at all times from and after the date hereof to constitute Trademark Collateral.

SECTION 3. First Lien Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement (First Lien) is granted in conjunction with security interest granted to the Collateral Agent pursuant to the First Lien Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement (First Lien) is deemed to conflict with the First Lien Guarantee and Collateral Agreement, the provisions of the First Lien Guarantee and Collateral Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement (First Lien).

SECTION 5. APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT (FIRST LIEN) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Trademark Security Agreement (First Lien) may be executed by one or more of the parties to this Trademark Security Agreement (First Lien) on any number of separate counterparts (including by facsimile and electronic PDF delivery), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT (FIRST LIEN) to be duly executed and delivered as of the date first above written.

THE TELX GROUP, INC.

By:


Name: Christopher W. Downie
Title: Chief Executive Officer

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By: 
Name: Jonathon Rau
Title: Authorized Signatory

TRADEMARKSTrademark Registrations and Applications

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.