

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599214

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
365 Operating Company LLC		09/22/2020	Limited Liability Company: DELAWARE
Broadband One, LLC		09/22/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerberus Business Finance Agency, LLC, as collateral agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86271606	365 DATA CENTERS	
<b>Serial Number:</b>	86271613	365 DATA CENTERS	
<b>Registration Number:</b>	5133566	TECHNOLOGY HUMANIZED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	25th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951-1970		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1970)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	09/23/2020		

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**Total Attachments: 3**

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, 365 Operating Company LLC, a Delaware limited liability and Broadband One, LLC, a Delaware limited liability company (each a "Grantor" and, collectively, the "Grantor") have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated September 22, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance Agency, LLC, as the collateral agent for itself and certain lenders (in such capacity, together with its successors and permitted assigns, if any, the "Collateral Agent"); and

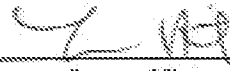
WHEREAS, pursuant to the Security Agreement, each Grantor has collaterally assigned to the Collateral Agent and granted to the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, 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, without limitation, 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 (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

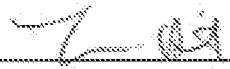
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Notice to be duly executed by its officer thereunto duly authorized as of the date first written above.

365 OPERATING COMPANY LLC

By:   
Name: Lance Hirt  
Title: Authorized Officer


BROADBANDONE, LLC

By:   
Name: Lance Hirt  
Title: Authorized Officer

[Trademark Security Agreement]

**SCHEDULE A TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

Registered Trademark and Trademark Applications

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
365 Operating Company LLC	United States (Federal)	365 DATA CENTERS	86271606	May 5, 2014	March 14, 2017
365 Operating Company LLC	United States (Federal)	365 DATA CENTERS and Design 	86271613	May 5, 2014	March 14, 2017
BroadbandOne, LLC	United States (Federal)	TECHNOLOGY HUMANIZED	5133566	June 28, 2016	January 31, 2017

Trademark Licenses: None