

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WordPress Foundation		06/15/2010	non-profit public benefit corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Automattic Inc.		
<b>Street Address:</b>	570 El Camino Real, Suite 150-454		
<b>City:</b>	Redwood City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94063		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3201428	W WORDPRESS	
Registration Number:	3201424	WORDPRESS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(317)231-7433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172311313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A.W. Wong		
Address Line 1:	11 South Meridian Street		
Address Line 2:	Barnes & Thornburg LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	46550-100		
NAME OF SUBMITTER:	David A.W. Wong		
Signature:	/dwong/		

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**TRADEMARK**

**900165807**

**REEL: 004233 FRAME: 0796**

Date:

06/29/2010

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), effective as of June 7, 2010, is made by WORDPRESS FOUNDATION, a California nonprofit public benefit corporation, located at 200 Brannan Street, Suite #511, San Francisco, California 94107 (the "*Grantor*"), in favor of AUTOMATTIC, INC., a Delaware corporation, located at 570 El Camino Real, Suite 150-454, Redwood City, California 94063 ("*Secured Party*").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and as an inducement to Secured Party to enter into the License Agreement referred to below, Grantor hereby collaterally assigns to Secured Party, and hereby grants to Secured Party a security interest in, all of the following property 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 (the "*Trademark Collateral*"):

(i) each trademark, trademark registration and trademark application listed on Schedules A-1 and A-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application, and any and all related or similar names, marks, designs, domain names, related goodwill and other rights (collectively, "*Trademarks*"); and

(ii) all proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any Trademarks including any trademark or trademark registration listed on Schedules A-1 and A-2 hereto, or by reason of injury to the goodwill associated with any such Trademarks, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all of Grantor's obligations and indebtedness owing to Secured Party at any time pursuant to, under or as a consequence of the license to Secured Party from Grantor of any of the Trademark Collateral, including without limitation pursuant to that certain Trademark Donation, License and Security Agreement, dated as of June 7, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "*License Agreement*"), between Grantor and Secured Party, and including any and all claims arising in favor of Secured Party under 11 U.S.C. Section 501(g) or any successor statute.

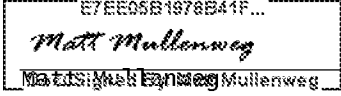
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in any of the Grantor's rights in or under, any United States intent-to-use trademark or service mark application to the extent that, and solely during the period prior to the filing of evidence of use of such trademark or service mark, the grant of a security interest therein would invalidate such intent-to-use trademark or service mark application under Federal law.

Grantor acknowledges and affirms that the grant to Secured Party set forth herein is supplemental to any other grant by Grantor to Secured Party, including any grant set forth in the License Agreement.

[SIGNATURE PAGE TO FOLLOW]

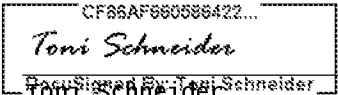
IN WITNESS WHEREOF, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by its officer thereunto duly authorized as of the 15th day of June, 2010.

WORDPRESS FOUNDATION,  
a California Nonprofit Public Benefit Corporation

By:   
Name: Matt Mullerweg  
Title: \_\_\_\_\_

Accepted:

AUTOMATTIC, INC.

By:   
Name: Toni Schneider  
Title: CEO

**SCHEDULE A-1  
TO TRADEMARK ASSIGNMENT**

**U.S. FEDERAL TRADEMARK REGISTRATIONS**

MARK	APP. NO.	FILE DATE	REG. NO.	GRANTED
W WORDPRESS and Design	78/826938	March 1, 2006	3201428	January 23, 2007
WORDPRESS	78/826734	March 1, 2006	3201424	January 23, 2007

**SCHEDULE A-2  
TO TRADEMARK ASSIGNMENT**

**FOREIGN TRADEMARK REGISTRATIONS**

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	GRANTED
WORDPRESS	Canada	1315055	Aug 30, 2006	698039	Oct 9, 2007
WORDPRESS	China (People's Republic)	5579753	Sept 1, 2006	5579753	Aug 14, 2009
WORDPRESS	European Community	5101068	May 29, 2006	5101068	Nov 19, 2008
WORDPRESS	Japan	2006-80948	Aug 31, 2006	5049965	May 25, 2007
WORDPRESS	Korea, Republic of	2006-3207	May 4, 2007	45-0019817	May 4, 2007