## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Matthew M. Heaton		11/03/2010	INDIVIDUAL: UNITED STATES
Daniel W. Ashworth		11/03/2010	INDIVIDUAL: UNITED STATES

#### RECEIVING PARTY DATA

Name:	Bluehost Inc.
Street Address:	1958 South 950 East
City:	Provo
State/Country:	UTAH
Postal Code:	84606
Entity Type:	CORPORATION: UTAH

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3417116	BLUEHOST

## **CORRESPONDENCE DATA**

Fax Number: (801)415-3500

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 801-415-3000

Email: trademarks@djplaw.com

Correspondent Name: Durham Jones & Pinegar, IP Law Group

Address Line 1: 111 East Broadway, Ste. 900

Address Line 2: Atten: Brick G. Power

Address Line 4: Salt Lake City, UTAH 84110

ATTORNEY DOCKET NUMBER:	BLUEHOST 001	
NAME OF SUBMITTER:	Brick G. Power, Utah Bar Member	
Signature:	/Brick G. Power/	
	TRADEMARK	

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Date:	11/03/2010
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TRADEMARK
REEL: 004309 FRAME: 0815

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 3, 2010 ("Effective Date") by and between Matthew M. Heaton, an individual and Daniel W. Ashworth, an individual (jointly, "Assignor"), and Bluehost Inc., a Utah corporation, with its principal office at 1958 South 950 East Provo, Utah 84606 ("Assignee").

WHEREAS, in connection with the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Mark"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee Assignor's entire right, title and interest in and to the Mark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

Assignor shall, without further consideration, perform such lawful acts, execute such further assignments and other lawful documents, and provide to Assignee, its successors, assigns and other legal representatives all other cooperation and assistance as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

\* \* \* \* \*

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TRADEMARK REEL: 004309 FRAME: 0816 IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Matthew M. Heaton

Bluehost Inc.

Daniel W. Ashworth

Name: Daniel D. Handy

Title: Chief Operating Officer

# **SCHEDULE A**

# **U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Registration Date	Mark
3,417,116	April 29, 2008	bluehost

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**RECORDED: 11/03/2010** 

**TRADEMARK REEL: 004309 FRAME: 0818**