

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bluehost Inc.		11/05/2010	CORPORATION: UTAH
Hostmonster Inc.		11/05/2010	CORPORATION: UTAH
Fastdomain Inc.		11/05/2010	CORPORATION: UTAH

## RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3697809	HOSTMONSTER
Registration Number:	3417116	BLUEHOST
Registration Number:	3516322	FASTDOMAIN

## CORRESPONDENCE DATA

Fax Number: (212)593-5955

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

Phone: 212-756-2552

Email: marisa.davidson@srz.com

Correspondent Name: M. Davidson c/o Schulte Roth &amp; Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

014951-0992

900176896

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REEL: 004411 FRAME: 0176

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NAME OF SUBMITTER:	Marisa Davidson (014951-0992)
Signature:	/kc for md/
Date:	11/08/2010
<b>Total Attachments: 6</b> source=Trademark Security Agreement for Bluehost Inc and others#page1.tif source=Trademark Security Agreement for Bluehost Inc and others#page2.tif source=Trademark Security Agreement for Bluehost Inc and others#page3.tif source=Trademark Security Agreement for Bluehost Inc and others#page4.tif source=Trademark Security Agreement for Bluehost Inc and others#page5.tif source=Trademark Security Agreement for Bluehost Inc and others#page6.tif	

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of November, 2010, among Grantors listed on the signature page hereof ("Grantors"), and Ableco Finance LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors, and assigns, if any, in such capacity, "Collateral Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Financing Agreement dated as of October 10, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement"), by and among EIG Investors Corp., a Delaware corporation ("EIG"), The Endurance International Group, Inc., a Delaware corporation (the "Borrower" or "Endurance"), each subsidiary of EIG listed as a "Guarantor" on the signature pages thereto or that executes a Joinder Agreement and becomes a guarantor thereunder (together with EIG, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Wells Fargo Capital Finance, LLC, a Delaware limited liability company formerly known as Wells Fargo Foothill, LLC, as administrative agent for the Lenders (together with its successors and assigns, if any, in such capacity, "Administrative Agent"), the Lender Group has made and continues to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Borrower and the Guarantors have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated as of October 10, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include any rights or interest in any contract, lease, permit, license, charter or license agreement covering real or personal property of Grantors if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, (1) the foregoing exclusions shall in no way be construed (A) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, OR 9-409 of the Code or other applicable law, or (B) apply to the extent that any consent or waiver has been obtained that would permit the security interest of lien notwithstanding the prohibition and (2) the foregoing exclusions of shall in no way be construed to limit, impair, or otherwise affect the Lender Group's continuing security interests in and liens upon any rights or interests of Grantors in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any Accounts), or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license agreement, or Equity Interests).

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, Borrower or any Guarantor, to Collateral Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantors.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantors shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**BLUEHOST INC.**, a Utah corporation

By: 

Name: Steve Sydness

Title: Chief Executive Officer

**HOSTMONSTER INC.**, a Utah corporation

By: 

Name: Steve Sydness

Title: Chief Executive Officer

**FASTDOMAIN INC.**, a Utah corporation

By: 

Name: Steve Sydness

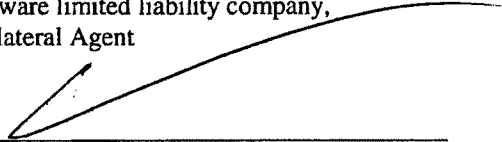
Title: Chief Executive Officer

TRADEMARK SECURITY AGREEMENT

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**COLLATERAL AGENT:**

**ABLECO FINANCE LLC,**  
a Delaware limited liability company,  
as Collateral Agent

By:   
Name: Kevin Gendy  
Title: Vice Chairman

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004411 FRAME: 0182**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
HOSTMONSTER INC.	USA	HOSTMONSTER	3697809	October 20, 2009
BLUEHOST INC.	USA	BLUEHOST	3417116	April 29, 2008
FASTDOMAIN INC.	USA	FASTDOMAIN	3516322	October 14, 2008

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