

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intermedia.net, Inc.		05/31/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	2400 Hanover Street
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3789320	BPS
Registration Number:	3625427	DESKPILOT
Registration Number:	3789319	EXCHANGE CONCIERGE
Registration Number:	3401543	HOSTPILOT
Registration Number:	2615408	HOSTPILOT
Registration Number:	3684861	INTERMEDIA
Registration Number:	3505193	MESSAGEMIRROR
Registration Number:	3497955	MYMAILBOXMANAGER
Serial Number:	85078202	USERPILOT
Serial Number:	85078195	SECURISYNC

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 800-927-9801 x2348

**900193179**

**TRADEMARK  
 REEL: 004551 FRAME: 0315**

**CH \$265.00 3789320**

Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Co.- J. Paterson  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	796135
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/31/2011

Total Attachments: 6  
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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

INTERMEDIA.NET, INC.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: DELAWARE  
 Other \_\_\_\_\_

Citizenship (see guidelines) U.S. (DELAWARE)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 05/31/2011

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: SILICON VALLEY BANK

Internal

Address: N/A

Street Address: 2400 HANOVER STREET

City: PALO ALTO

State: CALIFORNIA

Country: U.S. Zip: 94304

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship CALIFORNIA, U.S.

Other \_\_\_\_\_ Citizenship \_\_\_\_\_  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER#

**6. Total number of applications and registrations involved:**

10

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

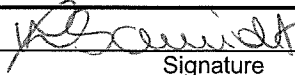
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
 Signature

05/31/20011

Date

KATARZYNA SCHMIDT

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 31, 2011, is made by the undersigned ("Grantor") in favor of SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of May 31, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor, and any other grantors party thereto, and (ii) that certain Credit Agreement, dated as of May 31, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Grantor, Project Post Holding Co., the Assignee, and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names 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 or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,  
as Administrative Agent

By: Brian Sherer

Name: Brian Sherer

Title: Managing Director

Address of Assignee:

Silicon Valley Bank  
2400 Hanover Street  
Palo Alto, CA 94304  
Attention: Mr. Michael Willard  
Facsimile No.: 650-320-0016

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004551 FRAME: 0320**

GRANTOR:

INTERMEDIA.NET, INC:

By: 

Name: William Gomes

Title: Chief Financial Officer

Address:

Intermedia.net, Inc.  
156 W. 56<sup>th</sup> Street, Suite 1601  
New York, NY 10019  
Attention: William Gomes  
Facsimile No.: (212) 931-9912

With a copy to:

Oak Hill Capital Partners III, L.P  
65 East 55th Street, 32nd Floor  
New York, NY 10022  
Attention: John Monsky  
Facsimile No.: (212) 527-8450

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004551 FRAME: 0321**

Schedule A to TRADEMARK SECURITY AGREEMENT

<b>Trademark</b>	<b>Country</b>	<b>Serial / Reg. No.</b>	<b>Filing / Reg. Date</b>	<b>Status</b>
BPS	United States	3,789,320	May 18, 2010	Registered
DESKPILOT	United States	3,625,427	May 26, 2009	Registered
EXCHANGE CONCIERGE	United States	3,789,319	May 18, 2010	Registered
HOSTPILOT	United States	3,401,543	March 25, 2008	Registered
HOSTPILOT	United States	2,615,408	Sept. 3, 2002	Registered
INTERMEDIA	United States	3,684,861	Sept. 22, 2009	Registered
MESSAGEMIRROR	United States	3,505,193	Sept. 23, 2008	Registered
MYMAILBOXMAN AGER	United States	3,497,955	Sept. 9, 2008	Registered
USERPILOT	United States	85,078,202	July 6, 2010	Pending
SECURISYNC	United States	85,078,195	July 6, 2010	Pending