#### 900242372 12/26/2012

# 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
EasyStreet Online Services, Inc.		12/24/2012	CORPORATION: OREGON

### **RECEIVING PARTY DATA**

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent	
Street Address:	6011 Connection Drive	
City:	Irving	
State/Country:	TEXAS	
Postal Code:	75039	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1972808	EASYSTREET

### **CORRESPONDENCE DATA**

Fax Number: 4045725135

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 404-572-3458 Email: slake@kslaw.com Correspondent Name: Susan Lake, Paralegal Address Line 1: 1180 Peachtree Street Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	14868-015023
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/

**TRADEMARK** REEL: 004929 FRAME: 0274

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Date:	12/26/2012
Total Attachments: 6 source=04 - TSA (FINAL)#page1.tif source=04 - TSA (FINAL)#page2.tif source=04 - TSA (FINAL)#page3.tif source=04 - TSA (FINAL)#page4.tif source=04 - TSA (FINAL)#page5.tif source=04 - TSA (FINAL)#page6.tif	

### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 24, 2012, by EASYSTREET ONLINE SERVICES, INC. (each a "<u>Grantor</u>" and together the "<u>Grantors</u>"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as Collateral Agent (the "<u>Collateral Agent</u>") for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of the date hereof by and among EASYSTREET ONLINE SERVICES, INC. and INFINITY INTERNET, INC., a Washington corporation (collectively, the "Companies" and each a "Company"), SEAPORT NW HOSTING INTERMEDIARY, LLC ("Holdings") and certain Subsidiaries of Holdings party thereto from time to time, as Guarantors, the Lenders party thereto from time to time, GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent, Collateral Agent and Lead Arranger, and others party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans and certain financial accommodations to the Company;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, 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 Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Collateral Agent, on behalf of itself and Lenders, a continuing first priority (subject only to Permitted Liens) 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 Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing;

- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
- 4. <u>GRANTOR REMAINS LIABLE</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
- 5. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 6. <u>GOVERNING LAW</u>. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

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.

EASYSTREET ONLINE SERVICES, INC.

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

# ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,

as the Collateral Agent

By:

larry: Grog Watts

Title Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

# ACKNOWLEDGMENT OF GRANTORS

STATE OF Oregon	
COUNTY OF Washing ton)	

SS.

On this 2011 day of December, 2012 before me personally appeared Vichard Veil Bader, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EASYSTREET ONLINE SERVICES, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Sharley Bith To Mora Notary Public

{seal}

OFFICIAL SEAL
SHARLEY BETH LA MORA
NOTARY PUBLIC - OREGON
COMMISSION NO. 437457
MY COMMISSION EXPIRES MARCH 17, 2013

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

### SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS

TRADEMARK	OWNER	REGISTRATION NO.	REGISTRATION DATE
EASYSTREET	EasyStreet Online Services, Inc.	1972808	05/07/1996

**RECORDED: 12/26/2012**