## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		10/18/2013	CORPORATION: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Media Temple, Inc.
Street Address:	8520 National Blvd.
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90232
Entity Type:	CORPORATION: CALIFORNIA

### PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark	
Registration Number:	3403620	VIRB	
Registration Number:	3403621	VIRB	
Registration Number:	3407314	VIRB	
Registration Number:	3403622	VIRB	
Serial Number:	85821117	DOMAINMOVER	
Serial Number:	85821132	OTTOCARE	
Serial Number:	85821147	OTTOTUNE	
Serial Number:	85821155	WE HOST GREAT IDEAS	
Serial Number:	85821169	HOSTING GREAT IDEAS	

#### **CORRESPONDENCE DATA**

**Fax Number**: 3172317433

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

via US Mail.

Phone: 3172361313

Email: ofleming@btlaw.com

TRADEMARK REEL: 005134 FRAME: 0275 3403620

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Correspondent Name: Olivia M. Fleming, Barnes & Thornburg LLP Address Line 1: 11 South Meridian Street Address Line 4: Indianapolis, INDIANA 46204-3535 ATTORNEY DOCKET NUMBER: MEDIA TEMPLE RELEASE #2 NAME OF SUBMITTER: Olivia M. Fleming Signature: /ofleming/ Date: 10/21/2013 Total Attachments: 4 source=Media Temple - Trademark Security Release 1#page1.tif source=Media Temple - Trademark Security Release 1#page2.tif source=Media Temple - Trademark Security Release 1#page3.tif source=Media Temple - Trademark Security Release 1#page4.tif

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# RELEASE OF SECURITY AGREEMENT IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK (the "Release"), is granted and conveyed as of this 18 day of October, 2013, by SILICON VALLEY BANK, as administrative agent (the "Agent"), in favor of MEDIA TEMPLE, INC., a California corporation (the "Obligor").

#### WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of April 12, 2013 (the "Security Agreement"), the Obligor granted to the Agent, for the benefit of the Secured Creditors, security interests in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Trademark Collateral Agreement, dated as of April 12, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), under which the Obligor mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of Obligor's right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Security Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 12, 2013 at Reel 5006/Frame 0493;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent's Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent's release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. <u>Definitions</u>. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term "<u>Trademark Collateral</u>," as used herein, shall mean (a) all of the Obligor's right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on <u>Schedule A</u> 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 (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on <u>Schedule A</u> hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

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- 2. <u>Release of Security Interests</u>. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

> SILICON VALLEY BANK, as Agent

By:

Name: Kevin Flexschman

Title: Vice Park

[Signature Page to Release of Security Interest in Trademarks]

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# SCHEDULE A

# TRADEMARKS

Mark	Serial No.	Registration No.	Filing Date	Reg. Date
VIRB	78/960797	3403620	Aug. 25, 2006	Mar. 25, 2008
VIRB	78/960806	3403621	Aug. 25, 2006	Mar. 25, 2008
VIRB	78/960849	3407314	Aug. 25, 2006	Apr. 1, 2008
VIRB	78/960831	3403622	Aug. 25, 2006	Mar. 25, 2008
DOMAINMOVER	85/821117	N/A	Jan. 11, 2013	N/A
OTTOCARE	85/821132	N/A	Jan. 11, 2013	N/A
OTTOTUNE	85/821147	N/A	Jan. 11, 2013	N/A
WE HOST GREAT IDEAS	85/821155	N/A	Jan. 11, 2013	N/A
HOSTING GREAT IDEAS	85/821169	N/A	Jan. 11, 2013	N/A

**RECORDED: 10/21/2013**