

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
HOSTWAY CORPORATION		12/13/2013	CORPORATION: ILLINOIS
DOMAINPEOPLE, INC.		12/13/2013	CORPORATION: DELAWARE
HGTN, INC.		12/13/2013	CORPORATION: DELAWARE
HOSTWAY SERVICES, INC.		12/13/2013	CORPORATION: DELAWARE
NETNATION COMMUNICATIONS, INC.		12/13/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Societe Generale, as Collateral Agent
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	76607639	CREATEIT!
Serial Number:	78442563	DEDICATEDCENTRAL
Serial Number:	85841700	DEDICATEDCENTRAL
Serial Number:	77865452	DOMAINPEOPLE
Serial Number:	76469929	DOMAINPEOPLE.COM
Serial Number:	77968541	DOMAINPEOPLE
Serial Number:	76607633	ENHANCEIT!
Serial Number:	78836427	G
Serial Number:	78832574	GATE.COM
Serial Number:	75777972	HOSTWAY

CH \$540.00 76607639

Serial Number:	76552452	HOSTWAY THE HOSTING COMPANY
Serial Number:	85851822	HOSTWAY THE HOSTING COMPANY
Serial Number:	85851665	HOSTWAY GLOBAL WEB SOLUTIONS
Serial Number:	76607641	MANAGEIT!
Serial Number:	76469930	NETNATION
Serial Number:	76607638	PROMOTEIT!
Serial Number:	78832478	READYWEB
Serial Number:	76345875	SITECONTROL
Serial Number:	78911630	TRAFFICZUG
Serial Number:	78401690	WHOISPROTECTOR
Serial Number:	78774695	DATAPROTECT

**CORRESPONDENCE DATA**

Fax Number: 2123037603  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212 318 6824  
Email: christinedionne@paulhastings.com  
Correspondent Name: Christine Dionne c/o Paul Hastings LLP  
Address Line 1: 75 East 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	79896.00007
NAME OF SUBMITTER:	Christine Dionne
Signature:	/Christine Dionne/
Date:	12/13/2013

**Total Attachments: 7**  
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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 13, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Société Générale, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Second Lien Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement") among LJ Host Merger Sub, Inc., an Illinois corporation, Hostway Corporation, an Illinois corporation, LJ Host Holdings, Inc., a Delaware corporation, the Lenders from time to time party thereto and Société Générale, as Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of the date hereof in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Second Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Second Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Second Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement or the Second Lien Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its U.S. Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use or an amendment to alleged

use, as applicable, has not been filed, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office (but only until such “intent to use” Trademark application ceases to meet the conditions of this proviso);

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, Proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Property.

Section 3. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and 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 any provision of this Agreement and the Second Lien Guaranty and Security Agreement, the Second Lien Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. 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 their Trademarks subject to a security interest hereunder, in each case to the extent required under the Second Lien Guaranty and Security Agreement.


Section 5. Counterparts. This 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart thereof.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

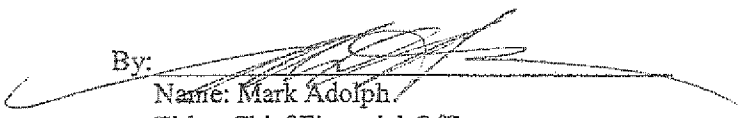
[Signature Pages Follow]

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


**HOSTWAY CORPORATION,**  
as a Grantor

By:   
Name: Mark Adolph  
Title: Chief Financial Officer


**DOMAINPEOPLE, INC.,**  
as a Grantor

By:   
Name: Mark Adolph  
Title: Chief Financial Officer

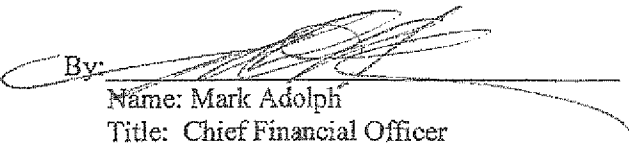
**HGTN, INC.,**  
as a Grantor

By:   
Name: Mark Adolph  
Title: Chief Financial Officer

**HOSTWAY SERVICES, INC.,**  
as a Grantor

By:   
Name: Mark Adolph  
Title: Chief Financial Officer

**NETNATION COMMUNICATIONS, INC.,**  
as a Grantor

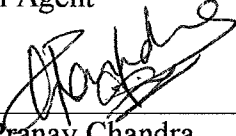
By:   
Name: Mark Adolph  
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**SOCIÉTÉ GÉNÉRALE,**  
as Collateral Agent

By: \_\_\_\_\_

  
Name: Pranav Chandra  
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005173 FRAME: 0621**

SCHEDULE I  
TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

A. REGISTERED TRADEMARKS

Trademark	Registrant / Owner	Jurisdiction	Application or Serial No.	Filing Date	Reg. No.	Reg. Date	Int'l Class
CREATEIT!	Hostway Services, Inc. f.k.a. Affinity Internet, Inc.	USA	76607639	2004.08.19	3147173	2006.09.26	'035 '042
DEDICATEDCENTRAL	Hostway Corporation	USA	78442563 85841700	2004.06.28 2013.02.05	2989585 New Reg. No. Pending	2005.08.30 New Reg. Date Pending	'042
DOMAINPEOPLE	DomainPeople, Inc.	USA	77865452	2009.11.04	3837074	2010.08.24	'045
DOMAINPEOPLE.COM	DomainPeople, Inc.	USA	76469929	2002.11.25	2779332	2003.11.04 2012.12.05 (renewed)	'042
DOMAINPEOPLE (design)	DomainPeople, Inc.	USA	77968541	2010.03.25	3867480	2010.10.26	'045
ENHANCEIT!	Hostway Services, Inc. f.k.a. Affinity Internet, Inc.	USA	76607633	2004.08.19	3147171	2006.09.26	'035 '042
G (stylized)	Hostway Services, Inc. f.k.a. Affinity Internet, Inc.	USA	78836427	2006.03.14	3193988	2007.01.02	'042
GATE.COM	Hostway Services, Inc. f.k.a. Affinity Internet, Inc.	USA	78832574	2006.03.08	3297501	2007.09.25	'042

Trademark	Registrant / Owner	Jurisdiction	Application or Serial No.	Filing Date	Reg. No.	Reg. Date	Int'l Class
HOSTWAY	Hostway Corporation	USA	75777972	1999.08.17	2368611	2000.07.18 2009.10.27 (renewed)	'042
HOSTWAY THE HOSTING COMPANY (design)	Hostway Corporation	USA	76552452 85851822	2003.09.26 2013.02.15	2918585 4406816	2005.01.18 2013.09.24	'042 '042
HOSTWAY GLOBAL WEB SOLUTIONS (design)	Hostway Corporation	USA	85851665	2013.02.15	4406799	2013.09.24	'042
MANAGEIT!	Hostway Services, Inc. f.k.a. Affinity Internet, Inc.	USA	76607641	2004.08.19	3161308	2006.10.24	'035 '042
NETNATION	Hostway Corporation d.b.a. Hostway Canada a.k.a. NetNation	USA	76469930	2002.11.25	2822522	2004.03.16	'042
PROMOTEIT!	Hostway Services, Inc. f.k.a. Affinity Internet, Inc.	USA	76607638	2004.08.19	3147172	2006.09.26	'035 '042
READYWEB	Hostway Services, Inc. f.k.a. Affinity Internet, Inc.	USA	78832478	2006.03.08	3205632	2007.02.06	'042
SITECONTROL	Hostway Corporation	USA	76345875	2001.11.30	2703985	2003.04.08 2012.12.06 (renewed)	'042
TRAFFICZUG	Hostway Services, Inc.	USA	78911630	06/19/2006	3241928	2007.05.15	'042
WHOISPROTECTOR	Hostway Corporation	USA	78401690	2004.04.14	3026947	2005.12.13	'042



B. TRADEMARK APPLICATIONS

Trademark	Registrant / Owner	Jurisdiction	Application or Serial No.	Filing Date	Reg. No.	Reg. Date	Int'l Class
DATAPROTECT	Hostway Corporation	USA	78774695	2005.12.15	n/a	n/a	'042
DEDICATEDCENTRAL	Hostway Corporation	USA	78442563 85841700	2004.06.28 2013.02.05	2989585 New Reg. No. Pending	2005.08.30 New Reg. Date Pending	'042