

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIGHTSIDE GROUP, LTD.		08/06/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC.		
Street Address:	2951 28th Street, Suite 1000		
Internal Address:	c/o Tennenbaum Capital Partners, LLC		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2719175	BULKREGISTER	
Serial Number:	86093424	RIGHTSIDE	
Serial Number:	86093430	RIGHTSIDE	
Serial Number:	86093431	RIGHTSIDE	
Serial Number:	86093434	RIGHTSIDE	
Serial Number:	86093436	RIGHTSIDE	
Serial Number:	86118836	RIGHTSIDE	
Serial Number:	86118839	RIGHTSIDE	
Serial Number:	86118842	RIGHTSIDE	
Serial Number:	86118845	RIGHTSIDE	
Serial Number:	86118849	RIGHTSIDE	
Serial Number:	86118815	RIGHT SIDE	
Serial Number:	86118823	RIGHT SIDE	
Serial Number:	86118826	RIGHT SIDE	
Serial Number:	86118829	RIGHT SIDE	
Serial Number:	86118833	RIGHT SIDE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
TRADEMARK			

CH \$415.00 2719175

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-969-3000
Email: trademark@proskauer.com, dstonge@proskauer.com
Correspondent Name: Daniel J. St. Onge
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	74326-008
NAME OF SUBMITTER:	Daniel J. St. Onge
SIGNATURE:	/Daniel J. St. Onge/
DATE SIGNED:	08/07/2014

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 6, 2014, is made by RIGHTSIDE GROUP, LTD., a Delaware corporation (“*Grantor*”), in favor of OBSIDIAN AGENCY SERVICES, INC., as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among Grantor, UNITED TLD HOLDCO LTD., an exempted company limited by shares incorporated under the laws of the Cayman Islands (together with Grantor, “*Borrowers*”), the lenders from time to time party thereto (“*Lenders*”), and the Collateral Agent. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

RECITALS

A. Among other things, Lenders agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Term Loan*”) in the amounts and manner set forth in the Credit Agreement. Lenders are willing to make the Term Loan to Grantor only upon the condition, among others, that Grantor grant to Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the Secured Obligations (as defined in the Guarantee and Collateral Agreement).

B. Pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has granted to Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants and pledges to Lenders a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent for its benefit and the benefit of the other Secured Parties under the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the

Guarantee and Collateral Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by any Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY WITH RESPECT TO ANY COLLATERAL ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signatures on next pages]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

RIGHTSIDE GROUP, LTD.

By: 

Name: Taryn Naidu

Title: CEO and President

[Signature Page to Intellectual Property Security Agreement – Rightside Group, Ltd.]

TRADEMARK
REEL: 005339 FRAME: 0237

COLLATERAL AGENT:

OBSIDIAN AGENCY SERVICES, INC.

By:

Name: Howard Levkowitz

Title: President

[Signature Page to Intellectual Property Security Agreement -- Rightside Group, Ltd.]

TRADEMARK
REEL: 005339 FRAME: 0238

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Registered Trademarks of Rightside Group, Ltd.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	2,719,175	5/27/2003	7/18/2002	Rightside Group, Ltd.	BULKREGISTER

Pending Trademark Applications of Rightside Group, Ltd.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Canada	1620464	3/28/2013	Rightside Group, Ltd.	BULKREGISTER
Australia	1617223	4/14/2014	Rightside Group, Ltd.	RIGHTSIDE
Canada	1672659	4/14/2014	Rightside Group, Ltd.	RIGHTSIDE
EU	12792651	4/14/2014	Rightside Group, Ltd.	RIGHTSIDE
US	86093424	10/16/2013	Rightside Group, Ltd.	RIGHTSIDE
US	86093430	10/16/2013	Rightside Group, Ltd.	RIGHTSIDE
US	86093431	10/16/2013	Rightside Group, Ltd.	RIGHTSIDE
US	86093434	10/16/2013	Rightside Group, Ltd.	RIGHTSIDE
US	86093436	10/16/2013	Rightside Group, Ltd.	RIGHTSIDE
US	86118836	11/14/2013	Rightside Group, Ltd.	RIGHTSIDE (stylized)
US	86118839	11/14/2013	Rightside Group, Ltd.	RIGHTSIDE (stylized)
US	86118842	11/14/2013	Rightside Group, Ltd.	RIGHTSIDE (stylized)
US	86118845	11/14/2013	Rightside Group, Ltd.	RIGHTSIDE (stylized)
US	86118849	11/14/2013	Rightside Group, Ltd.	RIGHTSIDE (stylized)

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
US	86118815	11/14/2013	Rightside Group, Ltd.	RIGHTSIDE (logo)
US	86118823	11/14/2013	Rightside Group, Ltd.	RIGHTSIDE (logo)
US	86118826	11/14/2013	Rightside Group, Ltd.	RIGHTSIDE (logo)
US	86118829	11/14/2013	Rightside Group, Ltd.	RIGHTSIDE (logo)
US	86118833	11/14/2013	Rightside Group, Ltd.	RIGHTSIDE (logo)