

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313330

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNITED TLD HOLDCO LTD.		08/06/2014	Exempted Company Limited by Shares: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OBSIDIAN AGENCY SERVICES, INC.		
<b>Street Address:</b>	2951 28th Street, Suite 1000		
<b>Internal Address:</b>	c/o Tennenbaum Capital Partners, LLC		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4512880	DOMAIN PROTECTED MARKS LIST	
<b>Registration Number:</b>	4565689	DOMAIN PROTECTED MARKS LIST	
<b>Registration Number:</b>	4561594	DOMAIN PROTECTED MARKS LIST	
<b>Registration Number:</b>	4512878	DPML	
<b>Registration Number:</b>	4512879	DPML	
<b>Serial Number:</b>	85933407	DPML	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<i>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.</i>			
<b>Phone:</b>	212-969-3000		
<b>Email:</b>	trademark@proskauer.com, dstonge@proskauer.com		
<b>Correspondent Name:</b>	Daniel J. St. Onge		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	74326-008		
<b>NAME OF SUBMITTER:</b>	Daniel J. St. Onge		

CH \$165.00 4512880

<b>SIGNATURE:</b>	/Daniel J. St. Onge/
<b>DATE SIGNED:</b>	08/07/2014
<b>Total Attachments: 7</b> source=Rightside - IP Security Agreement (United TLD Holdco Ltd )#page1.tif source=Rightside - IP Security Agreement (United TLD Holdco Ltd )#page2.tif source=Rightside - IP Security Agreement (United TLD Holdco Ltd )#page3.tif source=Rightside - IP Security Agreement (United TLD Holdco Ltd )#page4.tif source=Rightside - IP Security Agreement (United TLD Holdco Ltd )#page5.tif source=Rightside - IP Security Agreement (United TLD Holdco Ltd )#page6.tif source=Rightside - IP Security Agreement (United TLD Holdco Ltd )#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 6, 2014, is made by UNITED TLD HOLDCO LTD., an exempted company limited by shares incorporated under the laws of the Cayman Islands (“**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, RIGHTSIDE GROUP, LTD., a Delaware corporation (“**U.S. Borrower**” and, 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 a second priority fixed and floating charge between the Grantor, as chargor, and the Collateral Agent, as chargee (the “**Second Priority Fixed and Floating Charge**”), 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 Charged Property (as defined in the Second Priority Fixed and Floating Charge).

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 Second Priority Fixed and Floating Charge. 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 Second Priority Fixed and Floating Charge 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:**

**UNITED TLD HOLDCO LTD.**

By: 

Name: Faryn Naidu

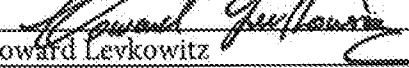
Title: Director

*[Signature Page to Intellectual Property Security Agreement -- United TLD Holdco Ltd.]*

**TRADEMARK**  
**REEL: 005339 FRAME: 0280**

**COLLATERAL AGENT:**

**OBSIDIAN AGENCY SERVICES, INC.**

By:   
Name: Howard Levkowitz  
Title: President

*[Signature Page to Intellectual Property Security Agreement – United TLD Holdco Ltd.]*

**TRADEMARK**  
**REEL: 005339 FRAME: 0281**

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.



EXHIBIT C

Trademarks

Registered Trademarks of United TLD Holdco Ltd.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	4512880	4/8/2014	5/15/2013	United TLD Holdco Ltd.	DOMAIN PROTECTED MARKS LIST
US	4565689	7/8/2014	5/15/2013	United TLD Holdco Ltd.	DOMAIN PROTECTED MARKS LIST
US	4561594	7/1/2014	5/15/2013	United TLD Holdco Ltd.	DOMAIN PROTECTED MARKS LIST
US	4512878	4/8/2014	5/15/2013	United TLD Holdco Ltd.	DPML
US	4512879	4/8/2014	5/15/2013	United TLD Holdco Ltd.	DPML

Pending Trademark Applications of United TLD Holdco Ltd.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
US	85933407	5/15/2013	United TLD Holdco Ltd.	DPML