

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIGHTSIDE OPERATING CO.		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: 2			
Property Type	Number	Word Mark	
Registration Number:	4398732	HOTKEYS	
Registration Number:	4301379	HOTKEYS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212-969-3000		
Email:	trademark@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			
source=Rightside - IP Security Agreement (Rightside Operating Co.)#page1.tif			
source=Rightside - IP Security Agreement (Rightside Operating Co.)#page2.tif			

CH \$65.00 4398732

source=Rightside - IP Security Agreement (Rightside Operating Co.)#page3.tif
source=Rightside - IP Security Agreement (Rightside Operating Co.)#page4.tif
source=Rightside - IP Security Agreement (Rightside Operating Co.)#page5.tif
source=Rightside - IP Security Agreement (Rightside Operating Co.)#page6.tif
source=Rightside - IP Security Agreement (Rightside Operating Co.)#page7.tif
source=Rightside - IP Security Agreement (Rightside Operating Co.)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 6, 2014, is made by RIGHTSIDE OPERATING CO., 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 RIGHTSIDE GROUP, LTD., a Delaware corporation (“*U.S. Borrower*”), UNITED TLD HOLDCO LTD., an exempted company limited by shares incorporated under the laws of the Cayman Islands (together with U.S. Borrower, “*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 Borrowers (the “*Term Loans*”) in the amounts and manner set forth in the Credit Agreement. Lenders are willing to make the Term Loans to Borrowers 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 OPERATING CO.

By: 
Name: Taryn Naidu
Title: CEO and President

[Signature Page to Intellectual Property Security Agreement – Rightside Operating Co.]

TRADEMARK
REEL: 005339 FRAME: 0314

COLLATERAL AGENT:

OBSIDIAN AGENCY SERVICES, INC.

By: 

Name: Howard Levkowitz

Title: President

[Signature Page to Intellectual Property Security Agreement -- Rightside Operating Co.]

TRADEMARK
REEL: 005339 FRAME: 0315

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Issued Patents of Rightside Operating Co.

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>
United States	8,175,638	May 8, 2012
United States	8,065,152	November 22, 2011
United States	8,271,286	September 18, 2012
United States	7,539,774	May 26, 2009
Canada	2,452,998	September 29, 2009
United States	7,359,987	April 15, 2008
United States	7,783,780	August 24, 2010

Pending Patent Applications of Rightside Operating Co.

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	61/844,283	July 9, 2013
United States	14/314801	June 24, 2014
EPO	2782495.2	July 2, 2002

Issued Patents of Demand Media, Inc. (Licensed to Rightside Operating Co.)

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	8,244,578	August 14, 2012
US	8,473,338	June 25, 2013
US	8,271,901	September 18, 2012
US	8,713,696	April 29, 2014
US	7,593,982	September 22, 2009
US	7,603,437	October 13, 2009
US	7,526,573	April 28, 2009
US	7,716,371	May 11, 2010
US	7,788,322	August 31, 2010
US	8,082,272	December 20, 2011
US	8,001,131	August 16, 2011
US	8,200,678	June 12, 2012
Australia	2011204804	December 5, 2013
US	8,290,812	October 16, 2012
Australia	2011204800	November 28, 2013
US	8,706,738	April 22, 2014
US	8,620,944	December 31, 2013

Pending Patent Applications of Demand Media, Inc. (Licensed to Rightside Operating Co.)

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	12/245,613	October 3, 2008
US	11/851,243	September 6, 2007
US	10/578,606	May 5, 2006
US	13/479,666	May 24, 2012
Canada	2,745,079	February 15, 2011
US	13/539,152	June 29, 2012
Canada	2,745,082	February 15, 2011
US	12/828,200	June 30, 2010
US	12/826,524	June 29, 2010
Australia	2011276579	June 27, 2011
Canada	2,803,552	June 27, 2011
Australia	2011289808	June 29, 2011
Canada	2,680,829	June 29, 2011
US	12/859,215	August 18, 2010
US	13/012,758	January 24, 2011
US	13/285,874	October 31, 2011
US	13/560,834	July 27, 2012
US	13/560,906	July 27, /2012
US	13/869,758	April 24, 2013
US	13/869,826	April 24, 2013
US	13/894,199	May 14, 2013
PCT	PCT/US14/33684	April 10, 2014
PCT	PCT/US14/34341	April 16, 2014
PCT	PCT/US14/33466	April 9, 2014

EXHIBIT C

Trademarks

Trademarks

Registered Trademarks of Rightside Operating Co.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	4,398,732	9/10/2013	7/24/2012	Rightside Operating Co.	HOTKEYS
US	4,301,379	3/12/2013	7/24/2012	Rightside Operating Co.	HOTKEYS