

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313572

<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>
Rightside Group, Ltd.		08/01/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	2400 Hanover Street		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94304		
<b>Entity Type:</b>	Banking corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2719175	BULKREGISTER	
<b>Serial Number:</b>	86093424	RIGHTSIDE	
<b>Serial Number:</b>	86093430	RIGHTSIDE	
<b>Serial Number:</b>	86093431	RIGHTSIDE	
<b>Serial Number:</b>	86093434	RIGHTSIDE	
<b>Serial Number:</b>	86093436	RIGHTSIDE	
<b>Serial Number:</b>	86118836	RIGHTSIDE	
<b>Serial Number:</b>	86118839	RIGHTSIDE	
<b>Serial Number:</b>	86118842	RIGHTSIDE	
<b>Serial Number:</b>	86118845	RIGHTSIDE	
<b>Serial Number:</b>	86118849	RIGHTSIDE	
<b>Serial Number:</b>	86118815	RIGHT SIDE	
<b>Serial Number:</b>	86118823	RIGHT SIDE	
<b>Serial Number:</b>	86118826	RIGHT SIDE	
<b>Serial Number:</b>	86118829	RIGHT SIDE	
<b>Serial Number:</b>	86118833	RIGHT SIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 214-981-3483  
**Email:** dclark@sidley.com  
**Correspondent Name:** Dusan Clark, Esq.  
**Address Line 1:** Sidley Austin LLP  
**Address Line 2:** 2001 Ross Avenue, Suite 3600  
**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	51285-32360
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<b>NAME OF SUBMITTER:</b>	Dusan Clark
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<b>SIGNATURE:</b>	/Dusan Clark/
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<b>DATE SIGNED:</b>	08/11/2014
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 1, 2014, is made by **RIGHTSIDE GROUP, LTD.**, a Delaware corporation ("**Grantor**"), in favor of **SILICON VALLEY BANK**, ("**Lender**") in connection with 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 OPERATING CO.**, a Delaware corporation ("**Opco**"), **ENOM, INCORPORATED**, a Nevada corporation ("**eNom**" and with Grantor and Opco, the "**U.S. Borrowers**"), **DMIH LIMITED**, a limited liability company organized under the laws of Ireland ("**DMIH**"), **UNITED TLD HOLDCO LTD.**, an exempted company limited by shares incorporated under the laws of the Cayman Islands ("**United**"), **RIGHTSIDE DOMAINS EUROPE LIMITED**, a limited liability company organized under the laws of Ireland ("**Domains**" and with DMIH and United, the "**Non-U.S. Borrowers**") (the U.S. Borrowers and the Non-U.S. Borrowers are collectively referred to as "**Borrowers**" and each individually, a "**Borrower**"), and Lender.

### RECITALS

A. Among other things, Lender agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in the Credit Agreement. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Secured Obligations (as defined in the Guarantee and Collateral Agreement). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

B. Pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has granted to Lender 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 Lender 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 Lender under the Guarantee and Collateral Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

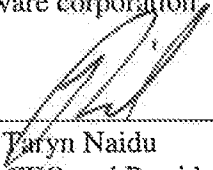
**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.**

[Signatures on next page.]

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.,**  
a Delaware corporation

By:   
Name: Taryn Naidu  
Title: CEO and President


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

**TRADEMARK**  
**REEL: 005340 FRAME: 0915**

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.

LENDER:

SILICON VALLEY BANK,  
as Lender

By:   
Title: VP of Operations

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

TRADEMARK  
REEL: 005340 FRAME: 0916

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)