

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNITED TLD HOLDCO LTD.		08/01/2014	exempted company limited by shares: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4512880	DOMAIN PROTECTED MARKS LIST	
Registration Number:	4565689	DOMAIN PROTECTED MARKS LIST	
Registration Number:	4561594	DOMAIN PROTECTED MARKS LIST	
Registration Number:	4512878	DPML	
Registration Number:	4512879	DPML	
Serial Number:	85933407	DPML	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	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		
ATTORNEY DOCKET NUMBER:	51285-32360		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		

CH \$165.00 4512880

DATE SIGNED:	08/11/2014
---------------------	------------

Total Attachments: 7

- source=SVB_Rightside - United Intellectual Property Security Agreement (August 2014)#page1.tif
- source=SVB_Rightside - United Intellectual Property Security Agreement (August 2014)#page2.tif
- source=SVB_Rightside - United Intellectual Property Security Agreement (August 2014)#page3.tif
- source=SVB_Rightside - United Intellectual Property Security Agreement (August 2014)#page4.tif
- source=SVB_Rightside - United Intellectual Property Security Agreement (August 2014)#page5.tif
- source=SVB_Rightside - United Intellectual Property Security Agreement (August 2014)#page6.tif
- source=SVB_Rightside - United Intellectual Property Security Agreement (August 2014)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 1, 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 **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 **RIGHTSIDE GROUP, LTD.**, a Delaware corporation ("**Borrower Parent**"), **RIGHTSIDE OPERATING CO.**, a Delaware corporation ("**Opco**"), **ENOM, INCORPORATED**, a Nevada corporation ("**eNom**") and with Opco and Borrower Parent, the "**U.S. Borrowers**"), Grantor, **DMIH LIMITED**, a limited liability company organized under the laws of Ireland ("**DMIH**"), **RIGHTSIDE DOMAINS EUROPE LIMITED**, a limited liability company organized under the laws of Ireland ("**Domains**" and with DMIH and Grantor, 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 Non-U.S. Obligations (as defined in that certain fixed and floating charge among the Grantor, as chargor, and the lender, as chargee (the "**Fixed and Floating Charge**"), dated as of the date hereof). 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 Fixed and Floating Charge, 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 Charged Property (as defined in the 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 Non-U.S. 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 Fixed and Floating Charge. 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 Fixed and Floating Charge 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.

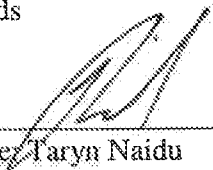
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

[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:

UNITED TLD HOLDCO LTD.,
an exempted company limited by shares
incorporated under the laws of the Cayman
Islands

By: 
Name: Taryn Naidu
Title: Director

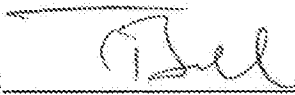
[Signature Page to Intellectual Property Security Agreement -- United TLD Holdco Ltd.]

TRADEMARK
REEL: 005340 FRAME: 0943

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: Vice President

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

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