

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314687

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DREAMHOST, LLC		11/27/2013	COMPANY:
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4377199	DREAMCOMPUTE	
Registration Number:	2664983	DREAMHOST	
Registration Number:	3467780	DREAMHOST	
Registration Number:	4283871	DREAMOBJECTS	
Registration Number:	3058368	DREAMSERVERS	
Registration Number:	4236294	IMAGINE THE WEB, YOUR WAY	
Registration Number:	4178299		
Serial Number:	85789303	DREAMBLOCKS	
Serial Number:	85562619	DREAMCLOUD	
Serial Number:	85819218	DREAMCON	
Serial Number:	85681802	DREAMFOUNDRY	
Serial Number:	85924814	DREAMMOBILE	
Serial Number:	85896453	DREAMPRESS	
Serial Number:	85924820	DREAMSITES	
Serial Number:	86077298	DREAMSPEED	
Serial Number:	85899175	DREAMUP	
Serial Number:	85680957	DREAMVAULT	
CORRESPONDENCE DATA			
Fax Number:	2024576315		
		TRADEMARK	

OP \$440.00 4377199

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.

Email: IPDocketing@squirepb.com
Correspondent Name: SQUIRE PATTON BOGGS LLP
Address Line 1: 2550 M STREET NW
Address Line 4: WASHINGTON, D.C. 20037

ATTORNEY DOCKET NUMBER:	023714.0156
NAME OF SUBMITTER:	Matthew J. Laskoski
SIGNATURE:	/Matthew J. Laskoski/
DATE SIGNED:	08/20/2014

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of November 27, 2013, by **DREAMHOST, LLC**, a Delaware limited liability company (“**Company**”) and each of the undersigned (together with Company, the “**Grantors**” and each a “**Grantor**”), in favor of **GOLDMAN SACHS BANK USA**, as Administrative Agent, Collateral Agent and Lead Arranger (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, Agent and the Lenders party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Company (the “**Loan**”); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of each Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the “**IP Collateral**”):

(a) The United States, state and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on **Schedule A** attached hereto (collectively, the “**Copyrights**”);

(b) The United States, state and foreign patents and patent applications set forth on **Schedule B** attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The United States, state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein) (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally (other than contingent indemnification obligations as to which no claim has been made) and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantors’ request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of

this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

DREAMHOST, LLC

By: 
Name: Simon Anderson
Title: Chief Executive Officer

DREAMHOST HOLDINGS, LLC

By: 
Name: Simon Anderson
Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SCHEDULE A
COPYRIGHT COLLATERAL

Registered Copyrights:

None.

Pending Copyright Applications:

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents:

None.

Pending Patent Applications:

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

Grantor	Names	Country	Registration Date	Registration Number
DreamHost, LLC	DreamCompute	U.S.	07/30/2013	4,377,199
DreamHost, LLC	DREAMHOST	Australia	12/08/2011	1464047
DreamHost, LLC	DREAMHOST	Canada	06/12/2008	TMA 716,439
DreamHost, LLC	DREAMHOST	Europe	02/11/2008	005785671
DreamHost, LLC	DREAMHOST (IC 042 Hosting)	U.S.	12/24/2002	2,664,983
DreamHost, LLC	DREAMHOST (IC 045 Domain Registration)	U.S.	07/15/2008	3,467,780
DreamHost, LLC	DREAMHOST	New Zealand	07/09/2012	1464047
DreamHost, LLC	DreamObjects	U.S.	01/29/2013	4,283,871
DreamHost, LLC	DREAMSERVERS	U.S.	02/14/2006	3,058,368
DreamHost, LLC	IMAGINE THE WEB, YOUR WAY	U.S.	11/06/2012	4,236,294
DreamHost, LLC	Moon Logo	U.S.	07/24/2012	4,178,299

Pending Trademark Applications:

Grantor	Names	Country	Filing Date	Application Number
DreamHost, LLC	DreamBlocks	U.S.	11/28/2012	85/789,303
DreamHost, LLC	DreamCloud	U.S.	03/07/2012	85/562,619
DreamHost, LLC	DreamCon	U.S.	01/09/2013	85/819,218
DreamHost, LLC	DreamFoundry	U.S.	07/19/2012	85/681,802
DreamHost, LLC	DreamMobile	U.S.	05/06/2013	85/924,814
DreamHost, LLC	DreamPress	U.S.	04/05/2013	85/896,453
DreamHost, LLC	DreamSites	U.S.	05/06/2013	85924820
DreamHost, LLC	DreamSpeed	U.S.	09/27/2013	86077298
DreamHost, LLC	DreamUP	U.S.	04/09/2013	85/899,175
DreamHost, LLC	DreamVault	U.S.	07/18/2012	85/680,957

SCHEDULE D

DOMAIN NAMES

<u>Domain Name</u>	<u>Record Owner</u>
boycottdreamhost.com	DreamHost, LLC
daydreamhosting.com	DreamHost, LLC
deemhost.com	DreamHost, LLC
dh-careers.com	DreamHost, LLC
dh-fee.com	DreamHost, LLC
dhcareers.com	DreamHost, LLC
dhcld.com	DreamHost, LLC
dhops.com	DreamHost, LLC
dhops.net	DreamHost, LLC
dhpscloud.com	DreamHost, LLC
dhspam.com	DreamHost, LLC
dhurl.org	DreamHost, LLC
dreambl.net	DreamHost, LLC
dreamblocker.net	DreamHost, LLC
dreambook.com	DreamHost, LLC
dreamgrid.net	DreamHost, LLC
dreamhost-brasil.com	DreamHost, LLC
dreamhost-careers.com	DreamHost, LLC
dreamhost-promo-codes.org	DreamHost, LLC
dreamhost-sucks.net	DreamHost, LLC
dreamhost.co.uk	DreamHost, LLC
dreamhost.com	DreamHost, LLC
dreamhost.net	DreamHost, LLC
dreamhost.org	DreamHost, LLC
dreamhost97.com	DreamHost, LLC
dreamhostapps.com	DreamHost, LLC
dreamhostblog.com	DreamHost, LLC
dreamhostbr.com	DreamHost, LLC
dreamhostcareers.com	DreamHost, LLC
dreamhostcloud.com	DreamHost, LLC
dreamhostcodes.com	DreamHost, LLC
dreamhostdia.com	DreamHost, LLC
dreamhosted.com	DreamHost, LLC
dreamhosters.com	DreamHost, LLC
dreamhostfiles2go.com	DreamHost, LLC
dreamhostfilestogo.com	DreamHost, LLC
dreamhostfordummies.com	DreamHost, LLC
dreamhostgrid.com	DreamHost, LLC

<u>Domain Name</u>	<u>Record Owner</u>
dreamhostjobs.com	DreamHost, LLC
dreamhostparty.com	DreamHost, LLC
dreamhostpodcast.com	DreamHost, LLC
dreamhostps.com	DreamHost, LLC
dreamhostresellers.com	DreamHost, LLC
dreamhostrocks.com	DreamHost, LLC
dreamhoststatus.com	DreamHost, LLC
dreamhostvps.com	DreamHost, LLC
dreamhostkvm.com	DreamHost, LLC
dreamservers.com	DreamHost, LLC
dreamyhost.com	DreamHost, LLC
filesforever.com	DreamHost, LLC
fuckindreamhost.com	DreamHost, LLC
fuckingdreamhost.com	DreamHost, LLC
goodavocado.com	DreamHost, LLC
halloweennewdream.com	DreamHost, LLC
hostingoperations.com	DreamHost, LLC
idreamhost.com	DreamHost, LLC
igridthost.com	DreamHost, LLC
iidreamhost.com	DreamHost, LLC
kymgrid.com	DreamHost, LLC
mydreamhost.com	DreamHost, LLC
mysitefordummies.com	DreamHost, LLC
ndnops.net	DreamHost, LLC
newdream.net	DreamHost, LLC
newdreamhalloween.com	DreamHost, LLC
newdreamnetwork.com	DreamHost, LLC
openwebhost.com	DreamHost, LLC
orderdreamhost.com	DreamHost, LLC
petstatus.com	DreamHost, LLC
petstatus.net	DreamHost, LLC
petstatus.org	DreamHost, LLC
gemuhost.com	DreamHost, LLC
screwdreamhost.com	DreamHost, LLC
sub1-dreamhost.com	DreamHost, LLC
sub2-dreamhost.com	DreamHost, LLC
sub3-dreamhost.com	DreamHost, LLC
sub4-dreamhost.com	DreamHost, LLC
sub5-dreamhost.com	DreamHost, LLC
thebesthostever.com	DreamHost, LLC
thedreamhost.com	DreamHost, LLC

<u>Domain Name</u>	<u>Record Owner</u>
<u>thedreamhost.net</u>	DreamHost, LLC
<u>thinkhost.com</u>	DreamHost, LLC
<u>thinkhost.net</u>	DreamHost, LLC
<u>thinkupdate.com</u>	DreamHost, LLC
<u>unixverse.com</u>	DreamHost, LLC
<u>unixverse.net</u>	DreamHost, LLC
<u>unixverse.org</u>	DreamHost, LLC
<u>webapphelp.com</u>	DreamHost, LLC
<u>websitehostsfordummies.com</u>	DreamHost, LLC
<u>xengrid.com</u>	DreamHost, LLC