

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIQUID WEB, LLC	FORMERLY LIQUID WEB, INC.	07/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway		
Internal Address:	Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4550555	HEROIC SUPPORT	
Registration Number:	3268374	HEROIC SUPPORT	
Registration Number:	4501289	LIQUID WEB	
Registration Number:	2413808	LIQUID WEB	
Registration Number:	3808362	STORM	
Registration Number:	4520784	STORM ON DEMAND	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	LIQUID WEB-52990.515050		
NAME OF SUBMITTER:	Carol Fraser		

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SIGNATURE:	//Carol Fraser//
DATE SIGNED:	08/14/2015
Total Attachments: 10 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif source=Trademark Security Agreement#page10.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of SunTrust Bank, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the "**Administrative Agent**").

WHEREAS, LW Buyer, LLC, a Delaware limited liability company, LW Project Holdings, LLC, a Delaware limited liability company, and certain other Grantors are party to a Security Agreement, dated as of July 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the "**Trademark Collateral**" (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a

Grantor including the United States registered or applied for Trademarks listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

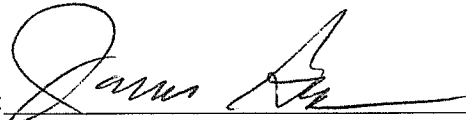
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIQUID WEB, INC.

By: 
Name: James Geiger
Title: Chief Executive Officer

SUNTRUST BANK, as Administrative Agent

By: 
Name: Kevin Curtin
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
HEROIC SUPPORT	86/031027 8/7/2013	4550555 6/17/2014	Liquid Web, Inc. (Michigan)
HEROIC SUPPORT	78/972535 9/12/2006	3268374 7/24/2007	Liquid Web, Inc. (Michigan)
LIQUID WEB	86/031041 8/7/2013	4501289 3/25/2014	Liquid Web, Inc. (Michigan)
LIQUID WEB	75/775816 8/9/1999	2413808 12/19/2000	Liquid Web, Inc. (Michigan)
STORM	77/767170 6/24/2009	3808362 6/22/2010	Liquid Web, Inc. (Michigan)
STORM ON DEMAND	86/031013 8/7/2013	4520784 4/29/2014	Liquid Web, Inc. (Michigan)

Domain Names

Domain Name	Expires	Registrant	Registrar
HEROIC.SUPPORT	4/17/2019	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.ACADEMY	6/25/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.ASIA	7/16/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.BAR	12/4/2015	Jason Gillman 2703 Ena Dr. Lansing, MI 48917	Enom Inc.

Domain Name	Expires	Registrant	Registrar
LIQUIDWEB.BIZ	3/2/2019	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.BUILD	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.BUZZ	9/22/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.CAB	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.CAREERS	3/21/2016	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.CASH	1/16/2016	Jason Gillman 2703 Ena Dr. Lansing, MI 48917	Enom Inc.
LIQUIDWEB.CEO	6/19/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.CHEAP	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.CLAIMS	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.CLOTHING	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.CLUB	6/11/2015	Whoisguard, Inc.	Enom Inc.
LIQUIDWEB.COM	8/4/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.COM.TW	8/14/2016	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.COMPANY	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.COMPUTER	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.CONTRACTORS	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.COOL	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.DIGITAL	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.DIRECTORY	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.DOMAINS	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.EMAIL	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.ENGINEER	1/16/2016	Jason Gillman 2703 Ena Dr. Lansing, MI 48917	Enom Inc.
LIQUIDWEB.ENGINEERING	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.ENTERPRISES	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.EQUIPMENT	3/21/2024	Liquid Web, Inc.	Enom Inc.

Domain Name	Expires	Registrant	Registrar
LIQUIDWEB.ESTATE	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.EVENTS	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.EXPOSED	12/9/2015	Jason Gillman 2703 Ena Dr. Lansing, MI 48917	Enom Inc.
LIQUIDWEB.FAIL	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.GALLERY	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.GIFT	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.GLOBAL	9/9/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.GRAPHICS	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.GRATIS	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.GRIPE	12/4/2015	Jason Gillman 2703 Ena Dr. Lansing, MI 48917	Enom Inc.
LIQUIDWEB.GUIDE	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.GURU	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.HOLDINGS	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.HOST	9/18/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.HOSTING	11/25/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.IN	8/13/2018	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.INDUSTRIES	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.INTERNATIONAL	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.JP	3/31/2015	Liquid Web, Inc.	—
LIQUIDWEB.LEASE	12/4/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.LIGHTING	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.LINK	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.MANAGEMENT	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.MARKETING	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.MEDIA	12/4/2015	Liquid Web, Inc.	Enom Inc.

Domain Name	Expires	Registrant	Registrar
LIQUIDWEB.MOBI	10/17/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.NET	3/10/2020	Perfect Privacy, LLC	Network Solutions
LIQUID-WEB.NET	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.NINJA	12/4/2015	Jason Gillman 2703 Ena Dr. Lansing, MI 48917	Enom Inc.
LIQUIDWEB.ORG	10/31/2024	Liquid Web, Inc.	Network Solutions
LIQUID-WEB.ORG	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.PARTNERS	12/4/2015	Jason Gillman 6150 Barbados Way Dimondale, MI 48821	Enom Inc.
LIQUIDWEB.PARTS	12/4/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.PHOTOS	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.REPORT	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.REVIEWS	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.ROCKS	12/4/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.SERVICES	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.SEXY	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.SOLUTIONS	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.SUPPLIES	12/4/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.SUPPLY	12/4/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.SUPPORT	4/21/2019	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.SYSTEMS	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.TECHNOLOGY	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.TIPS	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.TODAY	3/21/2024	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.TOOLS	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.TRAINING	6/25/2015	Liquid Web, Inc.	Enom Inc.

Domain Name	Expires	Registrant	Registrar
LIQUIDWEB.UNIVERSITY	12/4/2015	Jason Gillman 2703 Ena Dr. Lansing, MI 48917	Enom Inc.
LIQUIDWEB.VENTURES	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.VISION	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.WATCH	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.WEBSITE	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.WIKI	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.WORKS	9/23/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEB.XYZ	7/14/2015	Perfect Privacy	Network Solutions
LIQUIDWEB.ZONE	6/20/2015	Liquid Web, Inc.	Enom Inc.
LIQUIDWEBSTORM.US	6/6/2015	Liquid Web, Inc.	Enom Inc.
STORM.SUPPORT	4/22/2019	Liquid Web, Inc.	Enom Inc.