

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
X.COMMERCE, INC.		11/02/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Societe Generale, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4050583	ECOMMERCE PLATFORM FOR GROWTH	
Registration Number:	4400513	IMAGINE ECOMMERCE	
Registration Number:	4556205	M MAGENTO	
Registration Number:	4339148	M MAGENTO GO	
Registration Number:	3697622	MAGENTO	
Registration Number:	4350561	MAGENTO GO	
Serial Number:	85316260	M GO PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	79896.00006 (MAGENTO)		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		

CH \$190.00 4050583

DATE SIGNED:	11/02/2015
---------------------	------------

Total Attachments: 5

source=Permira SGMagento - Trademark Security Agreement(118390721_1)#page1.tif
source=Permira SGMagento - Trademark Security Agreement(118390721_1)#page2.tif
source=Permira SGMagento - Trademark Security Agreement(118390721_1)#page3.tif
source=Permira SGMagento - Trademark Security Agreement(118390721_1)#page4.tif
source=Permira SGMagento - Trademark Security Agreement(118390721_1)#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of November 2, 2015, is entered into by and between **X.COMMERCE, INC.** (d/b/a Magento, Inc.), a Delaware corporation (the "**Grantor**"), and **SOCIÉTÉ GÉNÉRALE** (the "**Assignee**"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of November 2, 2015, among the Assignee, Grantor, and the other parties party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") and (ii) pursuant to that certain Credit Agreement, dated as of November 2, 2015, among MagentoTech LLC, a Delaware limited liability company ("**Holdings**"), MagenIre Limited, a private company limited by shares incorporated under the laws of Ireland with registered number 567109 (the "**Irish Borrower**"), MagentoTech Inc., a Delaware corporation, the Grantor (together with the Irish Borrower, collectively, the "**Borrowers**"), Assignee, as Administrative Agent and the Lenders from time to time party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

SECTION 1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

SECTION 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon consent of Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

SECTION 3. Recordation.

Grantor authorizes the U.S. Patent and Trademark Office and any other government officials to record and register this Agreement upon request by the Assignee.

SECTION 4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each party hereto submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the State and Federal courts of the State of New York, and appellate courts from any thereof.

SECTION 5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Successors and Assigns.

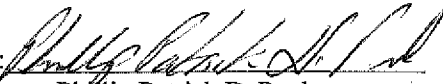
This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

X.COMMERCE, INC. (d/b/a Magento, Inc.)

By: 

Name: Phillip Patrick DePaul

Title: Chief Financial Officer

Address of Grantor:

10401 W. Jefferson Boulevard

Culver City, CA 90232

ASSIGNEE:

SOCIÉTÉ GÉNÉRALE, as Administrative Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005658 FRAME: 0037

ASSIGNEE:

SOCIÉTÉ GÉNÉRALE, as Administrative Agent

By: 

Name:

Title:

M. G. G. G.
Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

TRADEMARKS

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
X.Commerce, Inc.	United States of America	ECOMMERCE PLATFORM FOR GROWTH	01/11/2011	4050583
X.Commerce, Inc.	United States of America	IMAGINE ECOMMERCE	10/09/2013	4400513
X.Commerce, Inc.	United States of America	M MAGENTO & Design	06/24/2014	4556205
X.Commerce, Inc.	United States of America	M MAGENTO GO & Design	05/21/2013	4339148
X.Commerce, Inc.	United States of America	MAGENTO	10/20/2009	3697622
X.Commerce, Inc.	United States of America	MAGENTO GO	11/06/2013	4350561

Pending Trademark Applications

<u>Loan Party</u>	<u>Country</u>	<u>Trademark</u>	<u>Appl. Date</u>	<u>Appl. No.</u>
X.Commerce, Inc.	United States of America	M GO PLATFORM & Design	09/05/2011	85/316260