

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379390

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900357017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yodle Web.com, Inc.		03/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3425967	CLICKRANK	
Registration Number:	3487482	YODLE	
Registration Number:	3479429	YODLE	
Registration Number:	4323475	PICTIMONIAL	
Registration Number:	4577678	CENTERMARK	
Registration Number:	4603239	YODLE FOR BRAND NETWORKS	
Registration Number:	4700912	YBN YODLE FOR BRAND NETWORKS	
Registration Number:	4689579	SUCCESS SIMPLIFIED.	
Serial Number:	86459024	MARKETING ESSENTIALS	
Serial Number:	86307577	LOCAL MARKETING SIMPLIFIED	
Serial Number:	86577278	PATIENT COMMUNICATIONS. SIMPLIFIED.	
Serial Number:	86844142	THE RIGHT THINGS EVERYWHERE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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) 455-2816		
Email:	ksolomon@stblaw.com		

Correspondent Name: Monica Chan, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1931

NAME OF SUBMITTER: Monica Chan

SIGNATURE: /mc/

DATE SIGNED: 04/05/2016

Total Attachments: 14

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of March 9, 2016 is made by Yodle Web.com, Inc., a Delaware corporation (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Web.com Group, Inc., as borrower ("Borrower"), the Lenders, the Co-Syndication Agents named therein, the Co-Documentation Agents named therein, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower is a party to a Guarantee and Collateral Agreement, dated as of September 9, 2014, in favor of the Agent (together with all amendments, restatements supplements and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Credit Agreement, the Obligor has executed and delivered an Assumption Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments, restatements supplements and modifications, if any, from time to time thereafter made thereto, the "Assumption Agreement"), pursuant to which the Obligor became a party to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent, for the benefit of the Lenders, a continuing security interest in and to all of Obligor's Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), now owned or at any time hereafter acquired by the Obligor or in which the Obligor now has or at any time in the future may acquire any right, title or interest, to the Agent for the benefit of the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

YODLE WEB.COM, INC.

By: 

Name: David L. Brown


Title: Chief Executive Officer

Date: March 9, 2016

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 005761 FRAME: 0635

JPMORGAN CHASE BANK, N.A.,
as Agent for the Lenders

By: 
Name: Tina Ruyter
Title: Executive Director
Date:

[Signature Page - Trademark Security Agreement]

SCHEDULE A

TRADEMARKS AND TRADEMARK LICENSES

Mark	Country	Application / Serial No.	Registration No.	Owner	Counter-Party	Date of License
CLICKRANK	United States	77257187	3425967	Yodle Web.com, Inc.	N/A	N/A
YODLE	United States	77257203	3487482	Yodle Web.com, Inc.	N/A	N/A
YODLE	United States	77275390	3479429	Yodle Web.com, Inc.	N/A	N/A
YODLE	Canada		TMA762,610	Yodle Web.com, Inc.	N/A	N/A
PICTIMONIAL	United States	85693646	4323475	Yodle Web.com, Inc.	N/A	N/A
CENTERMARK	United States	86121939	4577678	Yodle Web.com, Inc.	N/A	N/A
YODLE FOR BRAND NETWORKS	United States	86121935	4603239	Yodle Web.com, Inc.	N/A	N/A
YODEL*	EU		005290663	Yodle Web.com, Inc.	N/A	N/A
YBN YODLE FOR BRAND NETWORKS	United States	86121927	4700912	Yodle Web.com, Inc.	N/A	N/A
Success Simplified.	United States	86097377	4689579	Yodle Web.com, Inc.	N/A	N/A
PICTIMONIAL	Canada		TMA298,640	Yodle Web.com, Inc.	N/A	N/A
Success Simplified.	Canada	1652950		Yodle Web.com, Inc.	N/A	N/A
YBN YODLE FOR BRAND NETWORKS	Canada	1653461		Yodle Web.com, Inc.	N/A	N/A
CENTERMARK	Canada	1653467		Yodle Web.com, Inc.	N/A	N/A
YODLE FOR BRAND NETWORKS	Canada	1653462		Yodle Web.com, Inc.	N/A	N/A
MARKETING ESSENTIALS	United States	86459024		Yodle Web.com, Inc.	N/A	N/A
MARKETING ESSENTIALS	Canada	1725529		Yodle Web.com, Inc.	N/A	N/A
LOCAL MARKETING SIMPLIFIED	United States	86307577		Yodle Web.com, Inc.	N/A	N/A
LOCAL MARKETING	Canada	1725530		Yodle	N/A	N/A

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Mark	Country	Application / Serial No.	Registration No.	Owner	Counter-Party	Date of License
SIMPLIFIED		Yodle, Inc. plans to let this lapse.		Web.com, Inc.		
PATIENT COMMUNICATIONS. SIMPLIFIED.	United States	86577278		Yodle Web.com, Inc.	N/A	N/A
PATIENT COMMUNICATIONS. SIMPLIFIED.	Canada	1746915		Yodle Web.com, Inc.	N/A	N/A
THE RIGHT THINGS EVERYWHERE	United States	86844142		Yodle Web.com, Inc.	N/A	N/A
YODLE	Australia	1731799		Yodle Web.com, Inc.	N/A	N/A
YODLE*	EU	014751381		Yodle Web.com, Inc.	N/A	N/A

*Yodle, Inc. acquired the trademark with the spelling "YODEL" in the EU from Finecross Security Limited, as successor in interest to FulfilNET Australia Pty Ltd as part of a transaction that released Yodle, Inc. from geographic limitations agreed to pursuant to a Co-Existence Agreement. The renewal for the trademark "YODEL" in the EU is due 9/1/16 but since Yodle, Inc. is not using the mark spelled "Yodel", this trademark will lapse and Yodle, Inc. has filed an application for "Yodle" in the EU.

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WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower is a party to a Guarantee and Collateral Agreement, dated as of September 9, 2014, in favor of the Agent (together with all amendments, restatements supplements and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

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WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent, for the benefit of the Lenders, a continuing security interest in and to all of Obligor's Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

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WEB.COM GROUP, INC.

By: 

Name: David L. Brown


Title: Chief Executive Officer

Date: March 9, 2016

[Signature Page -- Trademark Security Agreement]

TRADEMARK
REEL: 005761 FRAME: 0641

JPMORGAN CHASE BANK, N.A.,
as Agent for the Lenders

By: 
Name: Tina Ruyter
Title: Executive Director
Date:

[Signature Page - Trademark Security Agreement]

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