

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cogswell Enterprises, Inc. (d/b/a Wiretree)		08/25/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Liquid Web, LLC		
Street Address:	4210 S. Creyts Road		
City:	Lansing		
State/Country:	MICHIGAN		
Postal Code:	48917		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4627838	WIREDTREE	
Registration Number:	4803481	SERVERSHIELD	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	34231-747-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	09/06/2016		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment of Trademarks") is dated as of August 25, 2016, by and between COGSWELL ENTERPRISES, INC. (D/B/A WIREDTREE), an Illinois corporation ("Assignor") and LIQUID WEB, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignee, Assignor and Zac Cogswell are parties to an Asset Purchase Agreement dated August 25, 2016 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee and Assignee, free and clear of all Liens, has agreed to purchase from Assignor certain Purchased Assets. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as are necessary, or desirable by Assignee, to effect the transfer to Assignee of good and marketable title to the Purchased Assets.

WHEREAS, in accordance therewith, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under all of the Assignor's registered and unregistered domestic and foreign trademarks, service marks, trademark applications and trade names primarily related to or used in the Business, including the U.S. trademark registrations listed on Schedule A annexed hereto and incorporated herein by reference (each of the foregoing being referred to herein as a "Mark").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the consideration set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to Assignee, free and clear of all Liens, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, and each of them, together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, together with all income, royalties or payments due or payable as of the date of the Asset Purchase Agreement or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, to be held and enjoyed by the Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made, and all common law rights in the Marks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.


Assignor shall take all further actions, and provide to Assignee, and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be duly executed as of the date first written above.

ASSIGNOR:

**COGSWELL ENTERPRISES,
INC.**

By 
Name: Zachary Cogswell
Title: President

ASSIGNEE:

LIQUID WEB, LLC

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be duly executed as of the date first written above.

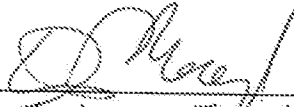
ASSIGNOR:

**COGSWELL ENTERPRISES,
INC.**

By _____
Name:
Title:

ASSIGNEE:

LIQUID WEB, LLC

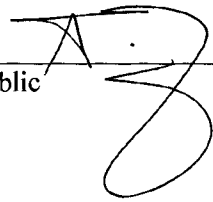
By  _____
Name: Terence Flood
Title: CFO

State of IL)
) ss.:
County of Cook)

On this 25th day of August, 2016, before me, Aneesah Richardson, personally appeared Zachary Cogswell, _____ of Cogswell Enterprises Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public



TRADEMARK

REEL: 005870 FRAME: 0813

SCHEDULE A

Registered Trademarks

<u>Trademark</u>	<u>U.S. or Foreign Serial No./</u> <u>Registration No.</u>
WIREDTREE	86198533/ 4627838
SERVERSHIELD	86509209/ 4803481