

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417378

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pair Networks, Inc.		02/24/2017	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	S&T BANK		
<b>Street Address:</b>	800 PHILADELPHIA STREET		
<b>City:</b>	INDIANA		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15701		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86396436	PAIR NETWORKS	
<b>Serial Number:</b>	85612642	PAIR	
<b>Serial Number:</b>	85723763	PAIRCLOUD	
<b>Serial Number:</b>	85723724	ACC	
<b>Serial Number:</b>	85422075	DOMAIN NAME REGISTRATION FOR SMART PEOPL	
<b>Serial Number:</b>	78764311	PAIRLITE	
<b>Serial Number:</b>	78684281	PAIRLITE	
<b>Serial Number:</b>	78688872	WORLD CLASS WEB HOSTING	
<b>Serial Number:</b>	78688755	PITTSBURGH INTERNET EXCHANGE	
<b>Serial Number:</b>	77188135	PAIRCOLO	
<b>Serial Number:</b>	76118445	PAIR NETWORKS	
<b>Serial Number:</b>	76397966	PAIR	
<b>Serial Number:</b>	76262201	THE FUTURE OF WEB HOSTING	
<b>Serial Number:</b>	76262200	SET YOUR SITES HIGHER	
<b>Serial Number:</b>	76260487	PAIRNIC	
<b>Serial Number:</b>	76118444	PAIRLIST	
<b>Serial Number:</b>	76118442	PITX	
<b>Serial Number:</b>	76066233	UPSOURCE	
<b>Serial Number:</b>	75822255	QUICKSERVE	

OP \$515.00 86396436

Property Type	Number	Word Mark
Serial Number:	75313680	PAIR NETWORKS

**CORRESPONDENCE DATA**

**Fax Number:** 2158518383

*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.*

**Phone:** 2158518522

**Email:** lcolflesh@eckertseamans.com

**Correspondent Name:** Roberta Jacobs-Meadway

**Address Line 1:** 50 South 16th Street

**Address Line 4:** Philadelphia, PENNSYLVANIA 19102-2516

<b>NAME OF SUBMITTER:</b>	Roberta Jacobs-Meadway
<b>SIGNATURE:</b>	/rjacobsmeadway/
<b>DATE SIGNED:</b>	02/24/2017

**Total Attachments: 4**

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source=GRANT OF TRADEMARK SECURITY INTEREST (EXECUTION VERSION) (M1614040xA35AF)#page2.tif  
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source=GRANT OF TRADEMARK SECURITY INTEREST (EXECUTION VERSION) (M1614040xA35AF)#page4.tif

## GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest is entered into and made effective as of February 24, 2017.

**WHEREAS**, Pair Networks, Inc., a Pennsylvania corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has issued a term loan note and a revolving credit demand note, both dated as of February 24, 2017 (said promissory notes as they may heretofore have been and as they may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Notes**") to S&T Bank ("**Secured Party**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of February 24, 2017 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Grantor and Secured Party, the Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

i. all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

ii. all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or

proceeds are sold, exchanged, licensed, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**PAIR NETWORKS, INC.**

By:  \_\_\_\_\_

Name: Kevin James Martin

Title: President & CEO

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Mark</b>	<b>Owner</b>	<b>Country</b>	<b>Application Number</b>	<b>Registration Number</b>
PAIR	Pair Networks, Inc.	U.S.	76/397,966	2,822,208
THE FUTURE OF WEB HOSTING	Pair Networks, Inc.	U.S.	76/262,201	2532079
SET YOUR SIGHTS HIGHER	Pair Networks, Inc.	U.S.	76/262,200	2527478
PAIRNIC	Pair Networks, Inc.	U.S.	76/260,487	2,527,469
PAIR NETWORKS and Design	Pair Networks, Inc.	U.S.	76/118,445	2490582
PAIRLIST	Pair Networks, Inc.	U.S.	76/118,444	2597075
PITX	Pair Networks, Inc.	U.S.	76/118,442	2603730
UPSOURCE	Pair Networks, Inc.	U.S.	76/066,233	2451069
PAIR NETWORKS	Pair Networks, Inc.	U.S.	75/313,680	2,172,950
QUICKSERVE	Pair Networks, Inc.	U.S.	75/822,255	2,444,029
PAIRLITE	Pair Networks, Inc.	U.S.	78/684,281	3,366,746
PITTSBURGH INTERNET EXCHANGE	Pair Networks, Inc.	U.S.	78/688,755	3,388,843
WORLD CLASS WEB HOSTING	Pair Networks, Inc.	U.S.	78/688,872	3,311,762
PAIRLITE and Design	Pair Networks, Inc.	U.S.	78/764,311	3,410,595
PAIRCOLO	Pair Networks, Inc.	U.S.	77/188,135	3,587,926
DOMAIN NAME REGISTRATION FOR SMART PEOPLE	Pair Networks, Inc.	U.S.	85/422,075	4,273,032
PAIRCLOUD	Pair Networks, Inc.	U.S.	85/723,763	4,827,377
PAIR	Pair Networks, Inc.	U.S.	85/612,642	
ACC	Pair Networks, Inc.	U.S.	85/723,724	4,641,694
PAIR NETWORKS (new logo design)	Pair Networks, Inc.	U.S.	86/396,436	4,838,050