

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427077

<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>
HOSTING.COM, INC.		02/28/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TORONTO DOMINION (TEXAS) LLC		
<b>Street Address:</b>	909 FANNIN ST STE 1950		
<b>City:</b>	HOUSTON		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77010		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4587410	CLOUD CREW	
<b>Registration Number:</b>	4392166	H	
<b>Registration Number:</b>	4446603	H HOSTING TAKING YOU FURTHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048810470		
<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>			
<b>Phone:</b>	404-817-8566		
<b>Email:</b>	pehughes@hklaw.com		
<b>Correspondent Name:</b>	Patricia E. Hughes, Holland & Knight LLP		
<b>Address Line 1:</b>	1180 West Peachtree Street, Suite 1800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Patricia e. Hughes		
<b>SIGNATURE:</b>	/PATRICIA E. HUGHES/		
<b>DATE SIGNED:</b>	05/10/2017		
<b>Total Attachments: 6</b>			
source=12 TD Hosting - Borrower Trademark Security Agreement (Executed)#page1.tif			
source=12 TD Hosting - Borrower Trademark Security Agreement (Executed)#page2.tif			
source=12 TD Hosting - Borrower Trademark Security Agreement (Executed)#page3.tif			
source=12 TD Hosting - Borrower Trademark Security Agreement (Executed)#page4.tif			

OP \$90.00 4587410

source=12 TD Hosting - Borrower Trademark Security Agreement (Executed)#page5.tif

source=12 TD Hosting - Borrower Trademark Security Agreement (Executed)#page6.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is between HOSTING.COM, INC., a Delaware corporation (the "Grantor"), and Toronto Dominion (Texas) LLC (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement dated as of February 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Hosting.Com, Inc., a Delaware corporation, the Lenders party thereto and the Administrative Agent.

### RECITALS:

A The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Borrower Security Agreement dated as of February 28, 2017 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantor (except to the extent constituting Excluded Collateral), including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following, but excluding such property to the extent constituting Excluded Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter created, acquired or reacquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

(2) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in

Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement and is not intended to increase the rights of the Administrative Agent or the obligations of the Grantor beyond the rights and obligations contained in the Security Agreement. Notwithstanding any other provisions set forth in this Agreement, no security interest or Lien is hereby granted in any Excluded Collateral.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

This Agreement shall terminate upon the termination of the Security Agreement. At any time from time to time prior to such termination, the Administrative Agent may, in accordance with the terms of the Security Agreement, terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Trademark Collateral. Upon termination of this Agreement and following a request from the Grantor, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all deeds, releases and other instruments as the Grantor may reasonably request in order to evidence such termination.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the 28<sup>th</sup> day of February, 2017.

**GRANTOR:**

**HOSTING.COM, INC.**

By: 

Name: Christopher J. Wheeler

Title: Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**TORONTO DOMINION (TEXAS) LLC**

By: 

Name: ALICE MARE

Title: AUTHORIZED SIGNATORY

[BORROWER - TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006054 FRAME: 0285**

**SCHEDULE 1**

to

**Trademark Security Agreement**

**TRADEMARKS**


<b>Owner of Record</b>	<b>Country of Registration</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date</b>	<b>Goods/ Services</b>
Hosting.Com, Inc.	US	CLOUD CREW	Reg. No. 4,587,410	8/27/2013	See below

Services for Reg. No. 4,587,410:

Membership club services, namely, a referral and incentive rewards program in the field of cloud computing by which members refer clients in exchange for commissions and through which the members may incorporate services into their goods and services offerings to end users; Business consulting with relation to strategy, marketing, production, personnel and retail sale matters; Marketing consulting; providing business advisory services in member co-marketing programs, in Class 35.


Hosting the web sites of others; Application service provider (ASP), namely, hosting computer software applications of others; Data backup services, namely, back-up services for computer data; Providing computer co-location services in the nature of providing facilities for the location of computer servers and equipment of others; Computer services, namely, providing virtual servers to others; Disaster recovery services, namely, computer disaster recovery planning and recovery of computer data; Computer services, namely, remote and on-site management of the information technology cloud computing systems and computer networks of others; Computer network security services, namely, restricting access to and by computer networks to and of undesired web sites, media and individuals and facilities; Technical support services, namely, monitoring of network systems, servers and web and database applications and notification of related events and alerts; Technical support services for computer software and operating systems in the nature of monitoring, diagnosing and problem resolution related to software applications; Providing computer security consulting in the area of data storage, online security and information security vulnerability; Consulting services in the field of cloud computing, namely, consulting in connection with cloud computing applications and networks; Technical consulting services in the fields of public and private cloud computing, namely, consulting

services in the field of design, selection, implementation and use of computer hardware and software systems for others, in Class 42.

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Goods/ Services
Hosting.Com, Inc.	US		Reg. No. 4,392,166	1/23/2013	See below

Services for Reg. No. 4,392,166:

Hosting the web sites, software and computer applications of others; Data backup services, namely, back-up services for computer data; Providing computer co-location services in the nature of providing facilities for the location of computer servers and equipment of others; Providing on-demand resource allocation for computer systems including access to virtual servers and virtual machines; Disaster recovery services, namely, computer disaster recovery planning and recovery of computer data; Computer services, namely, remote and on-site management of the information technology cloud computing systems and computer networks of others; Computer network security services, namely, restricting access to and by computer networks to and of undesired web sites, media and individuals and facilities; Technical support services, namely, monitoring of network systems, servers and web and database applications and notification of related events and alerts; Technical support services for hardware, software and operating systems in the nature of monitoring, diagnosing and problem resolution related to software applications; Providing computer security consulting in the area of data storage, online security and information security vulnerability; Consulting services in the field of cloud computing, namely, consulting in connection with cloud computing applications and networks; Technical consulting services in the fields of public and private cloud computing, namely, consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others, in Class 42.

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Goods/ Services
Hosting.com, Inc.	US		Reg. No. 4,446,603	1/23/2013	See below

Services for Reg. No. 4,446,603:

Hosting the web sites, software and computer applications of others; Data backup services, namely, back-up services for computer data; Providing computer co-location services in the nature of providing facilities for the location of computer servers and equipment of others; Providing on-demand resource allocation for computer systems including access to virtual servers and virtual machines; Disaster recovery services, namely, computer disaster recovery planning and recovery of computer data; Computer services, namely, remote and on-site management of the information technology cloud computing systems and computer networks of others; Computer network security services, namely, restricting access to and by computer networks to and of undesired web sites, media and individuals and facilities; Technical support services, namely, monitoring of network systems, servers and web and database applications and notification of related events and alerts; Technical support services for hardware, software and operating systems in the nature of monitoring, diagnosing and problem resolution related to software applications; Providing computer security consulting in the area of data storage, online security and information security vulnerability; Consulting services in the field of cloud computing, namely, consulting in connection with cloud computing applications and networks; Technical consulting services in the fields of public and private cloud computing, namely, consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others, in Class 42.