

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AFILIAS PUBLIC LIMITED COMPANY		11/30/2017	public limited company: IRELAND
AFILIAS TECHNOLOGIES LIMITED		11/30/2017	private company limited by shares.: IRELAND
AFILIAS USA, INC.		11/30/2017	Corporation: DELAWARE
101DOMAIN, INC		11/30/2017	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4324715	ONE CLICK DNSSEC
Registration Number:	3644425	DEVICEATLAS
Registration Number:	3980356	GOMOBI
Registration Number:	4907132	NAMEENTRY
Registration Number:	4342396	NAMEENTRY
Registration Number:	3647127	INSTANT MOBILIZER
Registration Number:	4801533	101DOMAIN
Registration Number:	4088382	SITECERTAIN
Registration Number:	4376793	FLEXDNS
Registration Number:	2737602	AFILIAS

CORRESPONDENCE DATA

Fax Number: 2158648999

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: 215.864.8352

TRADEMARK

Email: shorem@ballardspahr.com
Correspondent Name: Michael S. Shore
Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER: Michael S. Shore

SIGNATURE: /Michael S. Shore/

DATE SIGNED: 12/01/2017

Total Attachments: 16

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as amended, modified, replaced, substituted for, superseded or restated from time to time, the "Agreement"), dated as of November 30, 2017 is entered into by and among **AFILIAS PUBLIC LIMITED COMPANY, AFILIAS TECHNOLOGIES LIMITED, AFILIAS USA, INC., 101DOMAIN, INC AND EACH OF THE OTHER SUBSIDIARIES WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each a "Pledgor" and collectively the "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders under the Credit Agreement (as defined below) and for any other Secured Party (as defined below).

WITNESSETH THAT:

WHEREAS, pursuant to that certain Credit Agreement (as amended, modified, replaced, substituted for, superseded or restated from time to time, the "Credit Agreement") of even date herewith by and among Afilias Public Limited Company, the other borrowers party thereto (collectively, the "Borrowers"), the Guarantors now or hereafter party thereto, the Administrative Agent and the Lenders now or hereafter party thereto (collectively, the "Lenders"), the Lenders have agreed to make certain loans to the Borrowers and issue or participate in certain letters of credit for the account of the Borrowers; and

WHEREAS, the obligation of the Lenders to make loans and issue or participate in letters of credit under the Credit Agreement is subject to the condition, among others, that the Pledgors secure the Secured Obligations (as hereinafter defined) in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications (other than any intent-to-use trademark applications until such time as such Pledgor begins to use such trademark), trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present

and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate; provided, however, that the Patents, Trademarks and Copyrights shall not include any Excluded Property.

(c) “Secured Obligations” shall mean and include all now existing and hereafter arising Obligations (and including, without limitation, Obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrowers, any other Loan Party, any other Pledgor or any other Person, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such Obligations is not enforceable or allowable in such proceeding), including, without limitation, all Obligations of the Borrowers, any other Loan Party, and each and every other Pledgor to the Administrative Agent, the Lenders or any other Secured Party under or in connection with the Credit Agreement, any other Loan Documents, any Lender Provided Interest Rate Hedge (or any documents or instruments executed in connection therewith) or any Other Lender Provided Financial Service Product (or any documents or instruments executed in connection therewith), whether for principal, interest, fees, indemnities, expenses, or otherwise, whether such obligations, liabilities, or indebtedness are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, together with any extensions, renewals, replacements, refinancings or refundings thereof, and all costs and expenses of enforcement and collection, including reasonable attorneys’ fees.

(d) “Secured Parties” shall mean the collective reference to the Administrative Agent, the Lenders and the other permitted holders of the Obligations.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants that:

(a) such Pledgor’s Patents, Trademarks and Copyrights material to the business of the Loan Parties are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor’s knowledge, each of such Pledgor’s Patents, Trademarks and Copyrights material to the business of the Loan Parties is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights material to the business of the Loan Parties, free and clear of any Liens, except Permitted Liens;

(d) such Pledgor has the corporate or other power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) as of the date hereof, no claim has been received by such Pledgor or, to the knowledge of such Pledgor, any other Person that the use of any of the Patents, Trademarks and Copyrights material to the business of the Loan Parties does or may violate the rights of any third party;

(f) such Pledgor has used proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights material to the business of the Loan Parties;

(g) Schedule A lists all Patents, Trademarks and Copyrights owned by each Pledgor on the date hereof that are material to the business of the Loan Parties.

(h) Except as set forth in Schedule A, and any non-exclusive licenses granted by the Pledgors in the ordinary course of business pursuant to service or similar agreements, on the date hereof, none of the Patents, Trademarks and Copyrights that are material to the business of the Loan Parties are the subject of any licensing or franchise agreement pursuant to which a member of the Group is the licensor or franchisor.

(i) Each Pledgor owns and possesses or has a license or other right to use all Patents, Trademarks and Copyrights as is necessary for the conduct of the businesses of such Pledgor, without any infringement upon rights of others which could reasonably be expected to have a Material Adverse Effect.

4. Each Pledgor jointly and severally covenants that such Pledgor shall continue to use proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights material to the business of the Loan Parties, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 12 hereof.

5. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Secured Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent, the Lenders and the other Secured Parties to make the Loans and other extensions of credit, and that the Administrative Agent, the Lenders and the other Secured Parties are relying on such waiver in entering into the Loan Documents and the other documents and instruments evidencing or relating to the other Secured Obligations. The undertakings of each Pledgor hereunder secure the obligations of the Borrowers and the other Loan Parties. The Administrative Agent may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent shall not be a defense to any action the Administrative Agent may elect to take against any Pledgor. The Administrative Agent hereby reserves all rights against each Pledgor.

6. Each Pledgor agrees that, until all of the Secured Obligations shall have been Paid in Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent in any material respect with such Pledgor's obligations under this Agreement,

without the Administrative Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license Patents, Trademarks and Copyrights in the ordinary course of business without the Administrative Agent's consent.

7. If, before the Secured Obligations shall have been Paid in Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark and Copyright or any improvement on any Patent, Trademark and Copyright, the provisions of this Agreement shall automatically apply thereto. Whenever a Pledgor shall directly or indirectly file an application for the registration of any Patent, Trademark and Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar United States office or agency, such Pledgor shall promptly notify the Administrative Agent thereof in writing; provided, however, so long as no Potential Default or Event of Default has occurred and is continuing, such Pledgor shall not be required to provide such notice more frequently than semi-annually (such Pledgor will provide such notice in connection with the delivery of the quarterly financial statements of the Parent and associated Compliance Certificate pursuant to Sections 8.3.1 and 8.3.3 of the Credit Agreement for the fiscal quarters ending June 30 and December 31); and each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future United States registered patents, patent applications, trademark applications (other than any intent-to-use trademark applications), registered trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

8. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in New York, New York or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as set forth in Section 9.2.4 of the Credit Agreement [Application of Proceeds]. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent or any other Secured Party or Secured Parties may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

9. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the term of this Agreement.

10. At such time as all of the Obligations have been Paid in Full, this Agreement shall terminate and the Administrative Agent shall at the sole cost and expense of the Pledgors execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights and such releases or other documents reasonably necessary or desirable for the release of the Liens created hereby, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto. In addition, if any of the Patents, Trademarks and Copyrights shall be sold, transferred or otherwise disposed of by any Pledgor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole cost and expense of such Pledgor, shall execute and deliver to such Pledgor such deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgors full title to such Patents, Trademarks or Copyrights and such releases or other documents reasonably necessary or desirable for the release of the Liens created hereby in such Patents, Trademarks and Copyrights. For the sake of clarity, nothing contained in this Agreement is intended to restrict any Pledgor's rights to Dispose of any Patents, Trademarks and Copyrights to the extent permitted by the terms of the Credit Agreement.

11. Subject to any applicable limitation set forth in Section 11.3 of the Credit Agreement [Expenses; Indemnity; Damage Waiver], any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within ten (10) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, (a) to prosecute diligently any patent applications of the Patents,

Trademarks and Copyrights material to the business of the Loan Parties pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been Paid in Full, and (b) to make application on unpatented but patentable inventions (and to preserve and maintain all rights in patent applications and patents) material to the business of the Loan Parties, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark and Copyright, without the consent of the Administrative Agent, which shall not be unreasonably withheld, unless such Pledgor determines in its reasonable business judgment that abandonment of such Patent, Trademark and Copyright is appropriate.

13. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and with the consent of the Administrative Agent not to be unreasonably withheld to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Subject to any applicable limitation set forth in Section 11.3 of the Credit Agreement [Expenses; Indemnity; Damage Waiver], each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

14. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

15. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under any Lender Provided Interest Rate Hedge (or under any documentation therefor) or any Other Lender Provided Financial Service Product (or under any documentation therefor) or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

16. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

17. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification,

supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 7 and Paragraph 26 hereof with respect to additions and supplements to Schedule A hereto.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be deemed to be a contract under the laws of the State of New York without regard to its conflict of laws principles that would require the application of the laws of another jurisdiction, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks and Copyrights are governed by the law of a jurisdiction other than the State of New York.

20. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 20. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

SECTION 11.11.4 [SERVICE OF PROCESS] OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE MUTATIS MUTANDIS AS IF MORE FULLY SET FORTH HEREIN.

21. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

22. 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. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of a signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

23. All notices, requests and demands to or upon any party hereto shall be addressed to such party and effected in the manner provided for in Section 11.5 of the Credit Agreement.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

25. Each Pledgor (other than the Borrowers) hereby acknowledges, represents, and warrants that it receives direct and indirect benefits and synergistic benefits by virtue of its affiliation with the Borrowers and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and the other documents evidencing the Secured Obligations and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith, are a reasonably equivalent exchange of value in return for providing this Agreement.

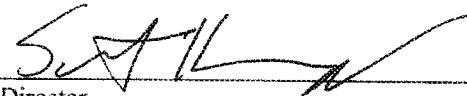
26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent a Borrower Joinder or a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

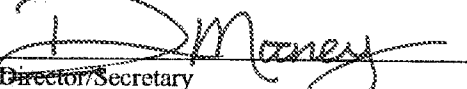
[SIGNATURES PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intention that this Agreement shall constitute a sealed instrument.

**AFILIAS PUBLIC LIMITED
COMPANY, (SEAL)**
an Irish Company

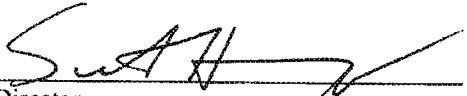
Given under the common seal of Afiliias
Public Limited Company and delivered as a
deed:

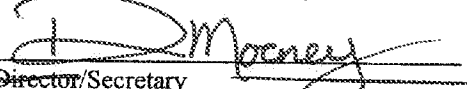

Director


Director/Secretary

**AFILIAS TECHNOLOGIES LIMITED,
(SEAL)**
an Irish Company

Given under the common seal of Afiliias
Technologies Limited and delivered as a
deed:


Director


Director/Secretary

For and on behalf of
Wilton Secretarial Limited
Secretary

For and on behalf of
Wilton Secretarial Limited

AFILIAS USA, INC. Secretary

By: _____
Name: Henry (Hal) Lubsen
Title: President and CEO

101DOMAIN, INC

By: _____
Name: Anthony Beltran
Title: President, Secretary and Treasurer

Signature Page S-1
to
Patent, Trademark and Copyright Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intention that this Agreement shall constitute a sealed instrument.

**AFILIAS PUBLIC LIMITED
COMPANY, (SEAL)**
an Irish Company

Given under the common seal of Afilias
Public Limited Company and delivered as a
deed:

Director

Director/Secretary

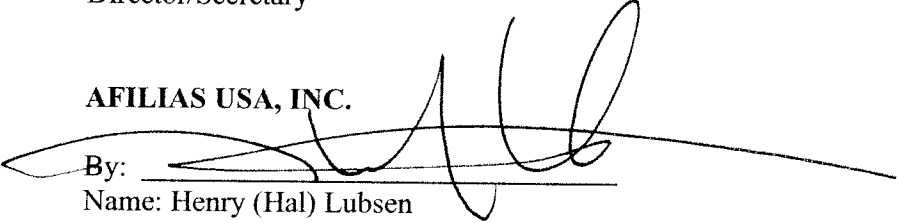
**AFILIAS TECHNOLOGIES LIMITED,
(SEAL)**
an Irish Company

Given under the common seal of Afilias
Technologies Limited and delivered as a
deed:

Director

Director/Secretary

AFILIAS USA, INC.

By: 
Name: Henry (Hal) Lubsen
Title: President and CEO

101DOMAIN, INC

By: _____
Name: Anthony Beltran
Title: President, Secretary and Treasurer

Signature Page S-1
to
Patent, Trademark and Copyright Security Agreement

**TRADEMARK
REEL: 006217 FRAME: 0521**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intention that this Agreement shall constitute a sealed instrument.

**AFILIAS PUBLIC LIMITED
COMPANY, (SEAL)**
an Irish Company

Given under the common seal of Afiliás
Public Limited Company and delivered as a
deed:

.....
Director

.....
Director/Secretary

**AFILIAS TECHNOLOGIES LIMITED,
(SEAL)**
an Irish Company

Given under the common seal of Afiliás
Technologies Limited and delivered as a
deed:

.....
Director

.....
Director/Secretary


AFILIAS USA, INC.

By: _____
Name: Henry (Hal) Luhsen
Title: President and CEO

101DOMAIN, INC

By: _____
Name: Anthony Beltrán
Title: President, Secretary and Treasurer

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: JOHN M. DINAPOLI
Title: SVP

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

I. Copyrights

None.

II. Copyright Applications

None.

III. Copyright Licenses

None.

IV. Patents and Patent Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Case Status</u>
Afilias Public Limited Company (f/k/a Afilias Limited)	TRANSMITTING MESSAGES BETWEEN INTERNATIONALIZED EMAIL SYSTEMS AND NON-INTERNATIONALIZED EMAIL SYSTEMS	8,725,815	Application Filed
Afilias Technologies Limited	TRANSCODING WEB RESOURCES	8,396,990	Registration
Afilias Technologies Limited	TRANSCODER HINTING	US9141724 B2/ 12762521/9141724	Granted
Afilias Technologies Limited	DETERMINING A PROPERTY OF COMMUNICATION DEVICE	12867465	Application
Afilias Technologies Limited	DETERMINING A PROPERTY OF COMMUNICATION DEVICE	12867465	Divisional Application
Afilias Technologies Limited	ESTIMATION OF ERRORS IN ATTRIBUTE VALUES OF AGGREGATED DATABASES	US2012/0130960 A1/ 13202281	Application
Afilias Technologies Limited	TRANSCODING A WEB PAGE	US20110307776 A1/13123378	Application closed

Afilias Technologies Limited	GENERATING USER INTERFACES	US20120011446 A1/13177376	Application closed
Afilias Technologies Limited	GENERATING USER INTERFACES	15160995	Pending
Afilias Technologies Limited	DETERMINING A PROPERTY OF A COMMUNICATION DEVICE	US2011/00472249 A1 20160070796/14925743	Pending
Afilias Technologies Limited	PROVIDING MOBILE VERSIONS OF WEB RESOURCES	US20140304370 A1/13640882	Granted
Afilias Technologies Limited	TRANS CODER HINTING	12752521	Application
Afilias Public Limited Company	Managing domain name abuse	8,938,801 Patent Application No. 15/074,705	Pending
Afilias Public Limited Company	Verification of Domain Events	Patent Application No. 15/141,723	Pending
Afilias Public Limited Company (f/k/a Afilias Limited)	SYSTEM AND METHOD FOR FACILITATING DISTRIBUTION OF LIMITED RESOURCES	8,234,379/ US8738776, US14/264,418	Issued
Afilias Public Limited Company (f/k/a Afilias Limited)	SUPPLY CHAIN DISCOVERY SERVICES	8,170,900	Issued
Afilias Public Limited Company (f/k/a Afilias Limited)	ELECTRONIC MAIL SERVER	7,136,901	Issued
Afilias Public Limited Company (f/k/a Afilias Limited)	NETWORK ADDRESS SERVER	7,280,999	Issued
Afilias Public Limited Company (f/k/a Afilias Limited)	ALTERNATE E-MAIL ADDRESS CONFIGURATION	12/921,762/8,756,286 B2	Official Action Received
Afilias Public Limited Company (f/k/a Afilias Limited)	TRANSMITTING MESSAGES BETWEEN INTERNATIONALIZED EMAIL SYSTEMS AND NON-INTERNATIONALIZED EMAIL-SYSTEMS	13/075,898	Official Action Received
Afilias Public Limited Company (f/k/a Afilias Limited)	SYSTEM AND METHOD FOR FACILITATING DISTRIBUTION OF LIMITED RESOURCES	13/541,993	Official Action Received
Afilias Public Limited Company (f/k/a Afilias Limited)	PLATFORM INDEPENDENT IDN E-MAIL STORAGE TRANSLATION	12/921,754/8,719,355	Awaiting Further Action or Allowance
Afilias Public Limited	ALTERNATE E-MAIL	8,819,148	Awaiting Further

Company (f/k/a Afilias Limited)	DELIVERY		Action or Allowance
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V. Patent Licenses

None.

VI. Trademarks and Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Renewal Date</u>
Afilias Public Limited Company (f/k/a Afilias Limited)	ONE CLICK DNSSEC	4,324,715	23/04/2023
Afilias Technologies Limited	DEVICEATLAS	3,644,425	23-Jun-2019
Afilias Technologies Limited	GOMOBI	3,980,356	21-Jun-2021
Afilias Public Limited Company	NAMESENTRY	4,907,132	01/03/2026
Afilias Public Limited Company	NAMESENTRY	4,342,396	28/05/2023
Afilias Technologies Limited	INSTANT MOBILIZER	3,647,127	To be allowed to lapse
101domain, Inc	101DOMAIN	4,801,533	09/01/2025
Afilias Public Limited Company (f/k/a Afilias Limited)	SITECERTAIN	4088382	17/01/2022
Afilias Public Limited Company (f/k/a Afilias Limited)	FLEXDNS	4376793	30/07/2023
Afilias Public Limited Company (f/k/a Afilias Limited)	AFILIAS	2737602	15/07/2023

VII. Trademark Licenses

None.

VIII. Trade Names

None.