

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GoGrid, LLC		12/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4910196	1-BUTTON DEPLOY	
Registration Number:	3564010	CONTROL IN THE CLOUD	
Registration Number:	3360241	GOGRID	
Registration Number:	2817090	SERVEPATH	
Registration Number:	3289522	UTILITY SERVE	
Registration Number:	3860319		
Registration Number:	3925528	COMPLEX INFRASTRUCTURE MADE EASY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	12/15/2017		

OP \$190.00 4910196

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GoGrid, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) USA
Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 14, 2017
 Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as Collateral Agent

Street Address: 388 Greenwich Street

City: New York

State: NY

Country: USA Zip: 10013

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka
Internal Address: Cahill Gordon & Reindel LLP
Street Address: 80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3569
Docket Number: 35891.611 (1st Lien)
Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

December 15, 2017

Date

Doris Ka, Legal Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 14, 2017 (this “Notice”), made by GoGrid, LLC, a Delaware limited liability company (the “Pledgor”), in favor of CITIBANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of November 3, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Rackspace Hosting, Inc. (the “Borrower”), as successor by merger to Inception Merger Sub Inc., each subsidiary of the Borrower identified therein and Citibank, N.A., as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

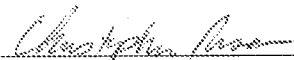
SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

GOGRID, LLC

By: 
Name: Christopher Rosas
Title: Treasurer and Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 006230 FRAME: 0227

CITIBANK, N.A.,
as Collateral Agent,


By: 

Name: Scott Slavik
Title: Vice President

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by GoGrid, LLC

U.S. Trademark Registrations

Trademark	Country	Appl. Date	App No.	Reg. Date	Reg. No.	Status	Owner
1-BUTTON DEPLOY	United States of America	13 January 2014	86/164,035	1 March 2016	4910196	Registered	GoGrid, LLC
CONTROL IN THE CLOUD	United States of America	5 June 2008	77/492,000	20 January 2009	3564010	Registered	GoGrid, LLC
GoGrid	United States of America	10 October 2006	77/017,910	25 December 2007	3360241	Registered	GoGrid, LLC
SERVEPATH	United States of America	4 September 2002	78/160587	24 February 2004	2817090	Registered	GoGrid, LLC
UTILITY SERVE UtilityServe	United States of America	10 October 2006	77/017946	11 September 2007	3289522	Registered	GoGrid, LLC
<i>Design Only</i> 	United States of America	3 March 2010	77/949662	12 October 2010	3860319	Registered	GoGrid, LLC
COMPLEX INFRASTRUCTURE MADE EASY COMPLEX INFRASTRUCTURE MADE EASY	United States of America	14 July 2010	85/084140	1 March 2011	3925528	Registered	GoGrid, LLC