# OP \$65.00 3530801

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM486875

| SUBMISSION TYPE:      | NEW ASSIGNMENT                 |  |
|-----------------------|--------------------------------|--|
| NATURE OF CONVEYANCE: | Trademark Collateral Agreement |  |

#### **CONVEYING PARTY DATA**

| Name                      | Formerly | Execution Date | Entity Type                                 |
|---------------------------|----------|----------------|---|
| Built Right Networks, LLC |          | 08/20/2018     | Limited Liability Company:<br>NEW HAMPSHIRE |

#### **RECEIVING PARTY DATA**

| Name:           | BMO Harris Bank N.A., as Agent              |  |
|-----------------|---|--|
| Street Address: | 111 West Monroe Street                      |  |
| City:           | Chicago                                     |  |
| State/Country:  | ILLINOIS                                    |  |
| Postal Code:    | 60603                                       |  |
| Entity Type:    | National Banking Association: UNITED STATES |  |

#### **PROPERTY NUMBERS Total: 2**

| Property Type Number |         | Word Mark                                |  |
|----------------------|---------|--|--|
| Registration Number: | 3530801 | WE HOST YOUR BUSINESS SO YOU CAN RUN YOU |  |
| Registration Number: | 3407857 | RIGHT NETWORKS                           |  |

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** emily.klump@clarivate.com

Correspondent Name: Nancy A. Zarazua

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

| NAME OF SUBMITTER: | Emily Klump   |
|--------------------|---------------|
| SIGNATURE:         | /Emily Klump/ |
| DATE SIGNED:       | 08/21/2018    |

#### **Total Attachments: 6**

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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015).

### 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(les):   | 2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  |  |  |
| Built Right Networks, LLC  | Name: BMO Harris Bank N.A., as Agent  |  |  |
| ☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State:                                      | Street Address: 111 West Monroe Street  City: Chicago  State: Illinois  |  |  |
| Other LLC - New Hampshire  | Country: USA Zip: 60603   |  |  |
| Citizenship (see guidelines)  Additional names of conveying parties attached? Yes No   | Individual(s) Citizenship  Association Citizenship  |  |  |
| Nature of conveyance/Execution Date(s):     Execution Date(s) August 20, 2018  | Partnership Citizenship Limited Partnership Citizenship   |  |  |
|  | Corporation Citizenship National Bank Assoc.  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 A. Trademark Application No.(s)  Text                                 | d identification or description of the Trademark.  B. Trademark Registration No.(s)  See Schedule A   |  |  |
| See Schedule A   | 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: Nancy A. Zarazua              | 6. Total number of applications and registrations involved:   |  |  |
| Internal Address: Chapman and Cutler LLP   | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$   |  |  |
| Street Address: 111 West Monroe Street   | Authorized to be charged to deposit account Enclosed  |  |  |
| City: Chicago  | 8. Payment Information:   |  |  |
| State: IL Zip: 60603   |   |  |  |
| Phone Number: 312-845-5133   | Deposit Account Number  |  |  |
| Docket Number:   | Authorized User Name  |  |  |
| Email Address; zarazua@cnapman.com   |   |  |  |
| MIME IN MAKEN  | and Cutler LLP August 20, 2018  Date  |  |  |
| Signature (Nanc) A. Zarazua, Paralegal   | Tatal number of poses institution source  |  |  |
| Name of Person Signing   | sheet, attachments, and document:   |  |  |

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

#### TRADEMARK COLLATERAL AGREEMENT

This 20th day of August, 2018, Built Right Networks, LLC, a New Hampshire limited liability company ("Grantor") with its principal place of business and mailing address at 14-16 Hampshire Drive, Hudson, New Hampshire 03051, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to BMO Harris Bank N.A. ("BMO"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Parties as defined in the Collateral Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as "Agent"), for the benefit of the Secured Parties, a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and
- (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Grantor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Grantor as set out in that certain Guarantee and Collateral Agreement of even date herewith by and among Grantor, the other grantors from time to time party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "Collateral Agreement").

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by Agent.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Collateral Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

Trademark Collateral Agreement (Built Right Networks) 4829-5622-6672 v.4.docx 4274379

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the internal laws of the State of New York applicable to contracts made and to be performed entirely with such state, without regard to conflict of laws principles. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

-2-

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BUILT RIGHT NETWORKS, LLC

By:

Name: Michael Dionne

Title: Chief Financial Officer and Treasurer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By

Name

Title

Title

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BUILT RIGHT NETWORKS, LLC

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By\_

Name: Todd Meggos Title: Director

## SCHEDULE A TO TRADEMARK COLLATERAL AGREEMENT

#### FEDERAL TRADEMARK REGISTRATIONS

| Marks   | REGISTRATION NUMBER | REGISTRATION DATE |
|---|---------------------|-------------------|
| We Host Your Business So You<br>Can Run Your Business | 3530801             | November 11, 2008 |
| Right Networks  | 3407857             | April 8, 2008     |

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**RECORDED: 08/21/2018**