

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494004

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Grant of Security Interest in Trademarks
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Yodle Web.com, Inc.		10/11/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent
Street Address:	1300 Thames Street, 4th Floor
Internal Address:	Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4577678	CENTERMARK
Registration Number:	4916855	MARKETING ESSENTIALS
Registration Number:	4323475	PICTIMONIAL
Registration Number:	4689579	SUCCESS SIMPLIFIED.
Registration Number:	5007518	THE RIGHT THINGS EVERYWHERE
Registration Number:	3487482	YODLE
Registration Number:	3479429	YODLE
Registration Number:	3425967	CLICKRANK
Registration Number:	4700912	YBN YODLE FOR BRAND NETWORKS
Registration Number:	4603239	YODLE FOR BRAND NETWORKS

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

TRADEMARK

Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	036608-0118
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	10/15/2018
Total Attachments: 9 source=Tour - First Lien Trademark Security Agreement (EXECUTED)#page1.tif source=Tour - First Lien Trademark Security Agreement (EXECUTED)#page2.tif source=Tour - First Lien Trademark Security Agreement (EXECUTED)#page3.tif source=Tour - First Lien Trademark Security Agreement (EXECUTED)#page4.tif source=Tour - First Lien Trademark Security Agreement (EXECUTED)#page5.tif source=Tour - First Lien Trademark Security Agreement (EXECUTED)#page6.tif source=Tour - First Lien Trademark Security Agreement (EXECUTED)#page7.tif source=Tour - First Lien Trademark Security Agreement (EXECUTED)#page8.tif source=Tour - First Lien Trademark Security Agreement (EXECUTED)#page9.tif	

FIRST LIEN GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), dated as of October 11, 2018, is made by each of Yodle Web.com, Inc., a Delaware corporation, Web.com Group, Inc., a Delaware corporation and Lighthouse Practice Management Group, Inc., a Delaware corporation (each a “Grantor”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the “Agent”) in connection with that certain First Lien Credit Agreement, dated as of October 11, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PARKER PRIVATE HOLDINGS II, LLC, a Delaware limited liability company (“Holdings”), PARKER PRIVATE MERGER SUB, INC., a Delaware corporation and wholly-owned subsidiary of Holdings (“Merger Sub”), which, on the Closing Date, shall be merged with WEB.COM GROUP, INC., a Delaware corporation (the “Company” and, following the consummation of the Merger, the “Borrower”), the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of October 11, 2018 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark

Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

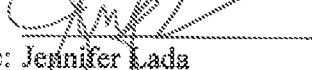
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

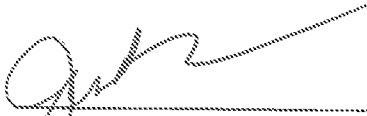
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

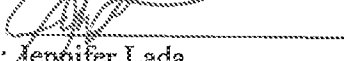
Web.com Group, Inc.,
as a Grantor

By: 
Name: Jennifer Lada
Title: Chief Financial Officer and Treasurer

Lighthouse Practice Management Group, Inc.,
as a Grantor

By: 
Name: Jennifer Lada
Title: Chief Financial Officer and Treasurer

Yodle Web.com, Inc.,
as a Grantor

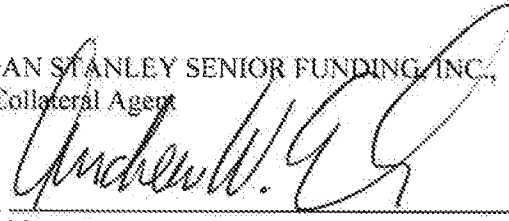
By: 
Name: Jennifer Lada
Title: Chief Financial Officer and Treasurer

[Signature Page to First Lien Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006457 FRAME: 0362

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Collateral Agent

By:



Name: Andrew Earls
Title: Authorized Signatory

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

TRADEMARK
REEL: 006457 FRAME: 0363

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Web.com Group, Inc.	77898951	3825052	1SHOPPINGCART
Web.com Group, Inc.	76579709	3077872	CERTIFIED OFFER SERVICE
Web.com Group, Inc.	85584484	4370755	GROWSMARTBIZ
Web.com Group, Inc.	75798139	2397647	IMAGECAFE
Web.com Group, Inc.	86231067	4624587	IT'S AS EASY AS WEB.COM (Stylized)
Web.com Group, Inc.	86231065	4624586	IT'S AS EASY AS WEB.COM
Web.com Group, Inc.	78219175	2805002	LINKBUDDIES
Web.com Group, Inc.	76445524	2947268	MONSTERCOMMERCE
Web.com Group, Inc.	76662639	3361203	MONSTERMARKETPLACE
Web.com Group, Inc.	85615397	4323217	MYTIME SUPPORT
Web.com Group, Inc.	76100201	2629039	NAMEBARGAIN
Web.com Group, Inc.	77287213	3495057	NAMEJET
Web.com Group, Inc.	75194173	2463054	NETSOL
Web.com Group, Inc.	73475671	1330193	NETWORK SOLUTIONS
Web.com Group, Inc.	75414365	2468676	NETWORK SOLUTIONS

Web.com Group, Inc.	76646758	2873573	NETWORK SOLUTIONS
Web.com Group, Inc.	76646758	3393800	NETWORK SOLUTIONS
Web.com Group, Inc.	86273837	4662894	NETWORK SOLUTIONS
Web.com Group, Inc.	76699151	3855281	NS (Stylized & Design)
Web.com Group, Inc.	75816984	2516314	NSI
Web.com Group, Inc.	77936772	4078521	nsMAIL
Web.com Group, Inc.	77936758	4036812	nsPROTECT
Web.com Group, Inc.	78955887	3264794	PERFECTPRIVACY
Web.com Group, Inc.	75692792	2664968	REGISTER
Web.com Group, Inc.	78332154	2963978	REGISTER
Web.com Group, Inc.	75623828	2785206	REGISTER.COM
Web.com Group, Inc.	75691042	2664967	REGISTER.COM
Web.com Group, Inc.	76169140	4666365	REGISTER.COM
Web.com Group, Inc.	77469554	3556668	REGISTER.COM (Stylized)
Web.com Group, Inc.	77965723	3972510	RENOVATION EXPERTS & Design
Web.com Group, Inc.	86276845	4625087	REPUTATIONALERT
Web.com Group, Inc.	75420247	2262495	SMARTCLICKS
Web.com Group, Inc.	76127422	2721965	SNAPNAMES

Web.com Group, Inc.	77324559	3683747	SNAPNAMES LIVE
Web.com Group, Inc.	78433246	3023263	SOLID CACTUS
Web.com Group, Inc.	78070354	2826301	SRSPLUS
Web.com Group, Inc.	86566501	5033352	TAKE-A-PAYMENT
Web.com Group, Inc.	76666410	3335747	THINKLOCAL
Web.com Group, Inc.	86596019	4880127	W. (Stylized & Design)
Web.com Group, Inc.	78767491	3666813	WEB.COM
Web.com Group, Inc.	75463326	2521314	WEB.COM (Stylized)
Web.com Group, Inc.	75054358	2078720	WEBCOM
Web.com Group, Inc.	74588772	2042272	WEBCOM.COM
Web.com Group, Inc.	86262253	4733080	WEBLOCK
Web.com Group, Inc.	75796395	3091795	WEBSITE PROS
Web.com Group, Inc.	86926105	5013042	WEBWISE SMALL BUSINESS WORKSHOP
Web.com Group, Inc	77669582	3704634	CACTUS COMPLETE COMMERCE ORDER MANAGEMENT
Web.com Group, Inc	77693557	3692101	LOGOYES
Web.com Group, Inc	77384673	3578942	LOGOYES
Web.com Group, Inc	86060288	4514457	POWER YOUR NAME
Web.com Group, Inc	86060285	4528975	PYN

Web.com Group, Inc	77344961	3641838	TRELLIX
Web.com Group, Inc	86331337	4796567	YOU SAY IT. WE BUILD IT.
Web.com Group, Inc	75764859	2360144	INTERLAND
Web.com Group, Inc	76103593	2549368	NAMESECURE
Web.com Group, Inc	76103592	2742916	NAMESECURE
Lighthouse Practice Management Group, Inc.	85161114	3974579	LIGHTHOUSE
Lighthouse Practice Management Group, Inc.	86338773	5492409	LIGHTHOUSE
Lighthouse Practice Management Group, Inc.	86069024	4525392	LIGHTHOUSE 360
Lighthouse Practice Management Group, Inc.	86978187	N/A	LIGHTHOUSE
Yodle Web.com, Inc.	86121939	4577678	CENTERMARK
Yodle Web.com, Inc.	86459024	4916855	MARKETING ESSENTIALS
Yodle Web.com, Inc.	85693646	4323475	PICTIMONIAL
Yodle Web.com, Inc.	86097377	4689579	SUCCESS SIMPLIFIED.
Yodle Web.com, Inc.	86844142	5007518	THE RIGHT THINGS EVERYWHERE
Yodle Web.com, Inc.	77257203	3487482	YODLE
Yodle Web.com, Inc.	77275390	3479429	YODLE
Yodle Web.com, Inc.	77257187	3425967	CLICKRANK
Yodle Web.com, Inc.	86121927	4700912	YBN YODLE FOR BRAND NETWORKS

Yodle Web.com,
Inc.

86121935

4603239

YODLE FOR BRAND
NETWORKS