

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498362

<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>
WPEngine, Inc.		11/14/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	Middle Market Servicing, 10 S. Dearborn		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2300		
<b>Entity Type:</b>	Bank: OHIO		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4543469	EVERCACHE	
<b>Registration Number:</b>	5520391	PRESS AHEAD	
<b>Registration Number:</b>	4543470	TORQUE	
<b>Registration Number:</b>	5222808	VELOCITIZE	
<b>Registration Number:</b>	4669695	WP ENGINE	
<b>Registration Number:</b>	4817505		
<b>Registration Number:</b>	3666657	STUDIOPRESS	
<b>Serial Number:</b>	87915869	WP ENGINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1015619 TM IPSA		
<b>NAME OF SUBMITTER:</b>	Theresa Volano		

OP \$215.00 4543469

<b>SIGNATURE:</b>	/Theresa Volano/
<b>DATE SIGNED:</b>	11/15/2018
<b>Total Attachments: 5</b> source=#91482700v1 - (WPE - Trademark Security Agreement Filing)#page2.tif source=#91482700v1 - (WPE - Trademark Security Agreement Filing)#page3.tif source=#91482700v1 - (WPE - Trademark Security Agreement Filing)#page4.tif source=#91482700v1 - (WPE - Trademark Security Agreement Filing)#page5.tif source=#91482700v1 - (WPE - Trademark Security Agreement Filing)#page6.tif	

## Execution Version

TRADEMARK SECURITY AGREEMENT dated as of November 14, 2018 (this “Agreement”), among WPEngine, Inc. (the “Grantor”) and JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity and together with successors in such capacity, the “Collateral Agent”).

Reference is made to (a) the Revolving Credit Agreement dated as of November 14, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among WP Engine, Inc., a Delaware corporation (the “Borrower”), the Lenders party thereto, the Issuing Banks party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and (b) the Collateral Agreement dated as of November 14, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of all Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

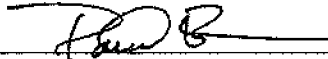
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED  
IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

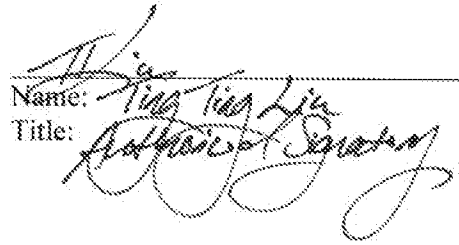
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WPENGINE, INC.,

By:   
Name: DAVID BROLSMA  
Title: CFO

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent

By:

  
Name: Ting Ting Lian  
Title: Assistant Secretary

Schedule I

I. Trademark Applications and Registrations

<b>Trademark</b>	<b>Registration Number</b>	<b>Serial / Application Number</b>	<b>Jurisdiction</b>	<b>Owner</b>
EVERCACHE	4,543,469		USA	WPEngine, Inc.
PRESS AHEAD	5520391		USA	WPEngine, Inc.
TORQUE	4,543,470		USA	WPEngine, Inc.
VELOCITIZE	5,222,808		USA	WPEngine, Inc.
WP ENGINE	4,669,695		USA	WPEngine, Inc.
WP ENGINE (design)	4,817,505		USA	WPEngine, Inc.
STUDIOPRESS	3,666,657		USA	WPEngine, Inc.
WP ENGINE	Pending	87915869	USA	WPEngine, Inc.