# OP \$490.00 3147173

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM504093

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		12/21/2018	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Hostway Corporation
Street Address:	100 North Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: ILLINOIS
Name:	DomainPeople, Inc.
Street Address:	100 North Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE
Name:	HGTN, INC.
Street Address:	100 North Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE
Name:	Hostway Services, Inc.
Street Address:	100 North Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE
Name:	NetNation Communications, Inc.
Street Address:	100 North Riverside Plaza
City:	Chicago

State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark		
Registration Number:	3147173	CREATEIT!		
Registration Number:	2989585	DEDICATEDCENTRAL		
Registration Number:	3837074	DOMAINPEOPLE		
Registration Number:	2779332	DOMAINPEOPLE.COM		
Registration Number:	3867480	DOMAINPEOPLE		
Registration Number:	3147171	ENHANCEIT!		
Registration Number:	3193988	G		
Registration Number:	3297501	GATE.COM		
Registration Number:	2368611	HOSTWAY		
Registration Number:	4406816	HOSTWAY THE HOSTING COMPANY		
Registration Number:	4406799	HOSTWAY GLOBAL WEB SOLUTIONS		
Registration Number:	3161308	MANAGEIT!		
Registration Number:	2822522	NETNATION		
Registration Number:	3147172	PROMOTEIT!		
Registration Number:	3205632	READYWEB		
Registration Number:	2703985	SITECONTROL		
Registration Number:	3241928	TRAFFICZUG		
Registration Number:	3026947	WHOISPROTECTOR		
Serial Number:	78774695	DATAPROTECT		

### **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.

**Phone:** 212-318-6532

**Email:** alanagramer@paulhastings.com

Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
c/o Paul Hastings LLP

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	1032047 TM TERM & REL	
NAME OF SUBMITTER:	Alana Gramer	
SIGNATURE:	/Alana Gramer/	
DATE SIGNED:	01/02/2019	

### **Total Attachments: 5**

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 21st day of December, 2018 (the "Release Date") by Wilmington Trust, National Association (as successor-in-interest to Société Générale), as Administrative Agent and as Collateral Agent (the "Agent"), for the benefit of the Grantors under the Security Agreement (as defined below) (collectively, the "Debtors"), as applicable.

WHEREAS, the Debtors, as Grantors thereunder, have entered into that certain First Lien Guaranty Security Agreement, dated as of December 13, 2013 and the First Lien Trademark Security Agreement, dated as of December 13, 2013 (the "Trademark Security Agreement" and together with the First Lien Guaranty Security Agreement, in each case, as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), with Agent, in its capacity as collateral agent for the Lenders (in such capacity, the "Collateral Agent"), pursuant to which the Debtors granted to the Collateral Agent and each other Secured Party a continuing security interest and lien in and to the Trademark Collateral (as such term is defined in that certain First Lien Trademark Security Agreement dated as of December 13, 2013 by and among the entities signatory thereto as Grantors in favor of the Agent as Collateral Agent thereto for the Lenders and the L/C Issuers), including, without limitation, all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (collectively, the "Marks", and each, a "Mark");

WHEREAS, Agent has recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>"), at Reel 5173, Frame 0597, notices of security interests in the Marks; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Debtors have requested that Agent release its security interest in the Marks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent agrees as follows:

- 1. <u>Release of Security Interest</u>. Effective as of the Release Date, Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Marks granted by the Debtors under the Security Agreement.
- 2. <u>Recordation of Release</u>. Agent understands and agrees that this Release may be recorded by or for the Debtors with the USPTO.
- 3. <u>Further Actions</u>. Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtors may reasonably request to effect the intent and purpose of this Release, <u>provided that</u> all such documents are to be prepared by counsel to the Debtors and the cost and expense of such documents and actions shall be borne solely by the Debtors.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Remainder of Page Intentionally Left Blank; Signature page follows]

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IN WITNESS WHEREOF, Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Administrative Agent and as Collateral Agent

ву:

Name: Andrew Lennon Title: Banking Officer

REEL: 006515 FRAME: 0246

# EXHIBIT A

# Marks

# **U.S. Trademarks**

Mark	Grantor	Registration No.	Registration Date
CREATEIT!	Hostway Services, Inc., f/k/a Affinity Internet, Inc.	3147173	09/26/06
DEDICATEDCENTRAL	Hostway Corporation	2989585 New Reg. No. Pending	08/30/05 New Reg. Date Pending
DOMAINPEOPLE	DomainPeople, Inc.	3837074	08/24/10
DOMAINPEOPLE.COM	DomainPeople, Inc.	2779332	11/04/03 12/05/12 (renewed)
DOMAINPEOPLE (design)	DomainPeople, Inc.	3867480	10/26/10
ENHANCEIT!	Hostway Services, Inc., f/k/a Affinity Internet, Inc.	3147171	09/26/06
G (stylized)	Hostway Services, Inc., f/k/a Affinity Internet, Inc.	3193988	01/02/07
GATE.COM	Hostway Services, Inc., f/k/a Affinity Internet, Inc.	3297501	09/25/07
HOSTWAY	Hostway Corporation	2368611	07/18/00 10/27/09 (renewed)
HOSTWAY THE HOSTING COMPANY (design)	Hostway Corporation	2918585 4406816	01/18/05 09/24/13
HOSTWAY GLOBAL WEB SOLUTIONS (design)	Hostway Corporation	4406799	09/24/13
MANAGEIT!	Hostway Services, Inc., f/k/a Affinity Internet, Inc.	3161308	10/24/06
NETNATION	Hostway Services, Inc., f/k/a Affinity Internet, Inc.	2822522	03/16/04
PROMOTEIT!	Hostway Services, Inc., f/k/a Affinity Internet, Inc.	3147172	09/26/06

Mark	Grantor	Registration No.	Registration Date
READYWEB	Hostway Services, Inc., f/k/a Affinity Internet, Inc.	3205632	02/06/07
SITECONTROL	Hostway Corporation	2703985	04/08/03 12/06/12 (renewed)
TRAFFICZUG	Hostway Services, Inc.	3241928	05/15/07
WHOISPROTECTOR	Hostway Corporation	3026947	12/13/05
DATAPROTECT	Hostway Corporation	n/a	n/a
DEDICATEDCENTRAL	Hostway Corporation	2989585 New Reg. No. Pending	08/30/05 New Reg. Date Pending

**RECORDED: 01/02/2019**