

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503137

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ntirety, Inc.		12/21/2018	Corporation: DELAWARE
Hosting.com, Inc.		12/21/2018	Corporation: DELAWARE
LNH, Inc.		12/21/2018	Corporation: DELAWARE
DomainPeople, Inc.		12/21/2018	Corporation: DELAWARE
Hostway Services, Inc.		12/21/2018	Corporation: DELAWARE
Hostway Corporation		12/21/2018	Corporation: ILLINOIS

## RECEIVING PARTY DATA

<b>Name:</b>	Blue Torch Finance LLC, as Collateral Agent
<b>Street Address:</b>	430 Park Ave., Suite 1202
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4160862	NSUREDB
Registration Number:	4205372	OPTIMIZEDB
Registration Number:	4243826	MANAGEDB
Registration Number:	3624961	DATABASE ADMINISTRATION AS A SERVICE
Registration Number:	4392166	H
Registration Number:	4446603	H HOSTING TAKING YOU FURTHER
Registration Number:	4587410	CLOUD CREW
Registration Number:	3851321	NTRUST
Registration Number:	4663443	NTIRETY
Registration Number:	4670673	NTIRETY A DIVISION OF HOSTING
Registration Number:	4840225	DATABASE ADMINISTRATION AS A SERVICE
Registration Number:	2921404	NTIRETY
Registration Number:	3260930	H HOSTMYSITE.COM
Registration Number:	3837074	DOMAINPEOPLE

CH \$690.00 4160862

Property Type	Number	Word Mark
Registration Number:	2779332	DOMAINPEOPLE.COM
Registration Number:	3867480	DOMAINPEOPLE
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:	2703985	SITECONTROL
Registration Number:	3026947	WHOISPROTECTOR
Serial Number:	87375783	HOSTWAY. THE TRUSTED CLOUD.
Registration Number:	4715551	SITEMAIL XCHANGE

**CORRESPONDENCE DATA**

**Fax Number:** 6175269899  
*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:** 6175269628  
**Email:** cslattery@proskauer.com  
**Correspondent Name:** Christine Slattery  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place, 23rd Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	34089 / 012
<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	12/21/2018

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 21, 2018 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of Blue Torch Finance LLC, a Delaware limited liability company ("Blue Torch"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

### Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of the date hereof (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among HDC/HW INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (the "Borrower"), HDC/HW HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, Blue Torch as Administrative Agent and the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or the Loan Agreement, as the context may require.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants 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 the following Collateral of such Grantor (the "Trademark Collateral"):

(a) **ALL OF ITS TRADEMARKS AND ALL TRADEMARK LICENSES PROVIDING FOR THE GRANT BY OR TO SUCH GRANTOR OF ANY RIGHT IN, TO OR UNDER ANY TRADEMARK, INCLUDING THOSE REFERRED TO ON SCHEDULE I HERETO;**

(b) **ALL RENEWALS AND EXTENSIONS OF THE FOREGOING;**

(c) **ALL GOODWILL OF THE BUSINESS CONNECTED WITH THE USE OF, AND SYMBOLIZED BY, EACH SUCH TRADEMARK; AND**

(d) **ALL INCOME, ROYALTIES, PROCEEDS AND LIABILITIES AT ANY TIME DUE OR PAYABLE OR ASSERTED UNDER AND WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING ALL RIGHTS TO SUE AND RECOVER AT LAW OR IN EQUITY FOR ANY PAST, PRESENT AND FUTURE INFRINGEMENT, MISAPPROPRIATION, DILUTION, VIOLATION OR OTHER IMPAIRMENT THEREOF. NOTWITHSTANDING THE FOREGOING, THERE SHALL BE NO SECURITY INTEREST OR LIEN ON ANY TRADEMARK APPLICATION THAT IS FILED ON AN "INTENT-TO-USE" BASIS (UNTIL SUCH TIME AS A STATEMENT OF USE IS FILED WITH RESPECT TO SUCH APPLICATION AND DULY ACCEPTED BY THE UNITED STATES PATENT AND TRADEMARK OFFICE).**

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY

OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**NTIRETY, INC.,**  
as a Grantor

By:   
Name: Emil Sayegh  
Title: Chief Executive Officer and President


**HOSTING.COM, INC.,**  
a Delaware corporation

By:   
Name: Emil Sayegh  
Title: Chief Executive Officer and President


**LNH INC.,**  
a Delaware corporation

By:   
Name: Emil Sayegh  
Title: Chief Executive Officer and President

**DOMAINPEOPLE, INC.,**  
a Delaware corporation

By:   
Name: Emil Sayegh  
Title: Chief Executive Officer and President

**HOSTWAY SERVICES, INC.,**  
a Delaware corporation

By:   
Name: Emil Sayegh  
Title: Chief Executive Officer and President

**HOSTWAY CORPORATION,**  
an Illinois corporation

By:   
Name: Emil Sayegh  
Title: Chief Executive Officer and President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

MARK	Owner	Jurisdiction	CLASS	REG. DATE	REG. NO.
NSUREDB	NTIRETY, INC.	USA	35	6/19/2012	4160862
OPTIMIZEDB	NTIRETY, INC.	USA	35	9/11/2012	4205372
MANAGEDB	NTIRETY, INC.	USA	35	11/13/2012	4243826
DATABASE ADMINISTRATION AS A SERVICE	NTIRETY, INC.	USA	35	5/19/2009	3624961
H Design	Hosting.com, Inc.	USA	42	8/27/2013	4392166
H HOSTING TAKING YOU FURTHER & Design	Hosting.com, Inc.	USA	42	12/10/2013	4446603
CLOUD CREW	Hosting.com, Inc.	USA	35	8/19/2014	4587410
NTRUST	NTIRETY, INC.	USA	35	9/21/2010	3851321
NTIRETY	NTIRETY, INC.	USA	35	12/30/2014	4663443
NTIRETY A DIVISION OF HOSTING & Design	NTIRETY, INC.	USA	35	1/13/2015	4670673
DATABASE ADMINISTRATION AS A SERVICE	NTIRETY, INC.	USA	35	10/27/2015	4840225
NTIRETY & Design	NTIRETY, INC.	USA	35	1/25/2005	2921404
H HOSTMYSITE.COM & Design	LNH, Inc. (DBA HostMySite.com)	USA	42	7/10/2007	3260930
DOMAINPEOPLE	DomainPeople, Inc.	USA	045	2010.08.24	3837074
DOMAINPEOPLE.COM	DomainPeople, Inc.	USA	042	2003.11.04 2012.12.05 (renewed)	2779332



MARK	Owner	Jurisdiction	CLASS	REG. DATE	REG. NO.
DOMAINPEOPLE (design)	DomainPeople, Inc.	USA	045	2010.10.26	3867480
G (stylized)	Hostway Services, Inc. f.k.a. Affinity Internet, Inc.	USA	042	2007.01.02	3193988
GATE.COM	Hostway Services, Inc. f.k.a. Affinity Internet, Inc.	USA	042	2007.09.25	3297501
HOSTWAY	Hostway Corporation	USA	042	2000.07.18 2009.10.27 (renewed)	2368611
HOSTWAY THE HOSTING COMPANY (design)	Hostway Corporation	USA	042	2013.09.24	4406816
HOSTWAY GLOBAL WEB SOLUTIONS (design)	Hostway Corporation	USA	042	2013.09.24	4406799
HOSTWAY. THE TRUSTED CLOUD.	Hostway Corporation	USA	042	2017.03.17	87375783
MANAGEIT!	Hostway Services, Inc. f.k.a. Affinity Internet, Inc.	USA	035 042	2006.10.24	3161308
NETNATION	Hostway Corporation d.b.a. Hostway Canada a.k.a. NetNation	USA	042	2004.03.16 2013.05.25 (renewed)	2822522
SITECONTROL	Hostway Corporation	USA	042	2003.04.08 2012.12.06 (renewed)	2703985
SITEMAIL XCHANGE	Hostway Services, Inc.	USA		2015.04.07	4715551
WHOISPROTECTOR	Hostway Corporation	USA	042	2005.12.13 2016.03.22 (renewed)	3026947