

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOMIO, INC.		03/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard		
Internal Address:	Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Bank: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87589381	STAYDOMIO	
Serial Number:	87539910	COMFORT OF A HOME. CONFIDENCE OF A HOTEL	
Serial Number:	87538113	DOMIO	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	James.Murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Robin Riley		
SIGNATURE:	/Robin Riley/		
DATE SIGNED:	03/07/2019		
Total Attachments: 9			
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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.

<p>1. Name of conveying party(ies)/Execution Date(s):</p> <p style="text-align: center;"><u>DOMIO, INC.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company</p> <p>Citizenship: <u>DE</u></p> <p>Execution Date(s): <u>March 5, 2019</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p style="text-align: right;"><input type="checkbox"/> Yes</p> <p>Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Western Alliance Bank</u></p> <p>Internal Address:</p> <p>Street Address: <u>55 Almaden Boulevard, Suite 100</u></p> <p>City: <u>San Jose</u></p> <p>State: <u>CA</u></p> <p>Country: <u>USA</u> Zip: <u>95113</u></p> <p><input type="checkbox"/> Association Citizenship:</p> <p><input type="checkbox"/> General Partnership Citizenship:</p> <p><input type="checkbox"/> Limited Partnership Citizenship:</p> <p><input type="checkbox"/> Corporation Citizenship:</p> <p><input checked="" type="checkbox"/> Other Citizenship: <u>AZ</u> Bank</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other: <u>Intellectual Property Security Agreement</u></p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Attached Schedule 1</p> <p>B. Trademark Registration No.(s) See Attached Schedule 1</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</p>	
<p>5. Name address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robin Riley</u></p> <p>Internal Address: <u>Otterbourg P.C.</u></p> <p>Street Address: <u>230 Park Avenue</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u> Zip: <u>10169</u></p> <p>Phone Number: <u>212-905-3705</u></p> <p>Fax Number:</p> <p>Email Address: <u>rriley@otterbourg.com</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$</p> <p><input type="checkbox"/> Authorized to be charged by credit card</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers</p> <p style="padding-left: 100px;">Expiration Date</p> <p>b. Deposit Account Number</p> <p style="padding-left: 100px;">Authorized User Name:</p>
<p>9. Signature: _____</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;"><u>Robin Riley</u> Name of Person Signing</p> <p style="text-align: right;">Date: <u>March 7, 2019</u></p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <u>9</u></p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 5, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and DOMIO, INC., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of March 5, 2019 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Lender (at the Grantor's request and sole expense) agrees to execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Lender to evidence such termination.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition

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(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Lender (at the Grantor's request and sole expense) agrees to execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Lender to evidence such termination.

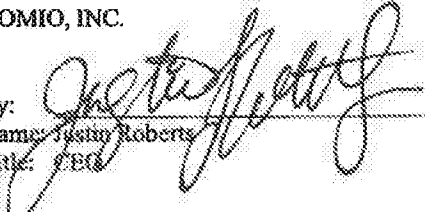
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition

to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:
DOMIO, INC.

By: 
Name: Justin Roberts
Title: CEO

Address for Notices:
Attn: Justin Roberts and Justin Lerner
91 Fifth Avenue, Floor 6
New York, NY 10003
Email: justin.roberts@domio.com
justin.lerner@domio.com

LENDER:
WESTERN ALLIANCE BANK, an Arizona corporation

By: _____
Name: _____
Title: _____

Address for Notices:
Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006584 FRAME: 0612

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

DOMIO, INC.

By: _____

Name: Justin Roberts

Title: CEO

Address for Notices:

Attn: Justin Roberts and Justin Lerner

91 Fifth Avenue, Floor 6

New York, NY 10003

Email: jay.roberts@staydomio.com

justin.lerner@staydomio.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:  _____

Name: Chris Venetis

Title: SVP

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006584 FRAME: 0613

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist X

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
STAYDOMIO	87589381	PENDING	N/A	08/30/17
COMFORT OF A HOME CONFIDENCE OF A HOTEL	87539910	PENDING	N/A	08/24/17
DOMIO	87538113	PENDING	N/A	07/21/17

EXHIBIT C

PATENTS

Please Check if No Patents Exist X

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>