

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515444

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Grant of Security Interest in Trademarks

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Web.com Group, Inc.		03/15/2019	Corporation: DELAWARE
Local Online, LLC		03/15/2019	Limited Liability Company: DELAWARE
Enterprise Online, LLC		03/15/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 9

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

## CORRESPONDENCE DATA

Fax Number: 2149813400

*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: 214-981-3483

Email: dclark@sidley.com

TRADEMARK

**Correspondent Name:** Dusan Clark, Esq.  
**Address Line 1:** Sidley Austin LLP  
**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 95069-30020

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 03/21/2019

**Total Attachments: 5**

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**SECOND LIEN GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of March 15, 2019, is made by Web.com Group, Inc., a Delaware corporation, Local Online, LLC, a Delaware limited liability company, and Enterprise Online, LLC, a Delaware limited liability company (each a "Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the "Agent") in connection with that certain Second 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, was merged with WEB.COM GROUP, INC., a Delaware corporation (the "Company" and, following the consummation of the Merger, the "Borrower"), the Company, 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 Second 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, 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.

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Second Lien Intercreditor Agreement), including the liens granted to Morgan Stanley Senior Funding, Inc., as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the limitations and provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

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: S.T. Rowland  
Name: Sharon T. Rowlands  
Title: CEO

Local Online, LLC,  
as a Grantor

By: Matthew P. McClure  
Name: Matthew P. McClure  
Title: Manager

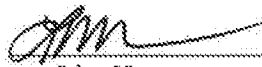
Enterprise Online, LLC,  
as a Grantor

By: Matthew P. McClure  
Name: Matthew P. McClure  
Title: Manager

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

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

By:   
Name: Lisa Hanson  
Title: Vice President

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

**TRADEMARK**  
**REEL: 006597 FRAME: 0900**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>	<b>COUNTRY</b>
Web.com Group, Inc.	86097377	4689579	SUCCESS SIMPLIFIED.	U.S.
Web.com Group, Inc.	86844142	5007518	THE RIGHT THINGS EVERYWHERE	U.S.
Web.com Group, Inc.	77257203	3487482	YODLE	U.S.
Web.com Group, Inc.	77275390	3479429	YODLE	U.S.
Enterprise Online, LLC	86121939	4577678	CENTERMARK	U.S.
Enterprise Online, LLC	86121935	4603239	YODLE FOR BRAND NETWORKS	U.S.
Enterprise Online, LLC	86121927	4700912	YBN YODLE FOR BRAND NETWORKS	U.S.
Local Online, LLC	86459024	4916855	MARKETING ESSENTIALS	U.S.
Local Online, LLC	85693646	4323475	PICTIMONIAL	U.S.