

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fancy Chap, Inc.		12/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn St.		
Internal Address:	Middle Market Servicing		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4548581	FLYWHEEL	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1170472 TM		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	12/31/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of December 31, 2019 (this “Agreement”), among Fancy Chap, 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. Pursuant to Supplement No. 1 dated as of December 31, 2019 to the Collateral Agreement, the Grantor become a Grantor under the Collateral 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.

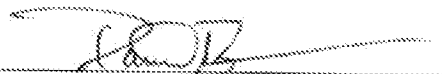
SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED
IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[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.

FANCY CHAP, INC.,

By:



Name: David Brotsma

Title: Treasurer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

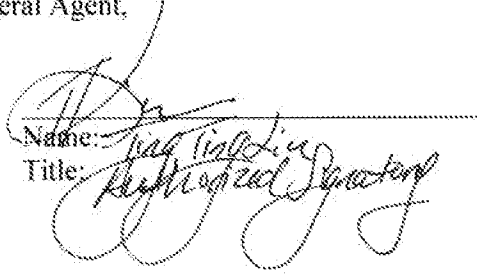
TRADEMARK
REEL: 006828 FRAME: 0761

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

By:

Name:

Title:



Paul S. Glick
Regional Director

Schedule I

I. Trademark Applications and Registrations

Trademark	Registration Number	Serial / Application Number	Jurisdiction	Owner
FLYWHEEL & design	4,548,581	85/814,935	USA	Fancy Chap, Inc.