

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WPENGINE, INC.		03/27/2020	Corporation: DELAWARE
FANCY CHAP, INC.		03/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	Middle Market Servicing, 10 South Dearborn		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4543469	EVERCACHE	
Registration Number:	5520391	PRESS AHEAD	
Registration Number:	4543470	TORQUE	
Registration Number:	5222808	VELOCITIZE	
Registration Number:	4669695	WP ENGINE	
Registration Number:	4817505		
Registration Number:	5712591	WP ENGINE	
Registration Number:	3666657	STUDIOPRESS	
Serial Number:	87915869	WP ENGINE	
Serial Number:	88802716	GENESIS	
Registration Number:	4548581	FLYWHEEL	
Serial Number:	88796664	FLYWHEEL	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<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:	2029567685		

OP \$315.00 4543469

Email: carrierr@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Rita M. Carrier
Address Line 1: 1700 New York Avenue, N.W., Suite 700
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: Washington, D.C. 20006-5215

NAME OF SUBMITTER: Rita M. Carrier

SIGNATURE: /Rita M. Carrier/

DATE SIGNED: 03/27/2020

Total Attachments: 5

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source=SC1-#5186778-v1-WPE_-_Trademark_Security_Agreement_(Executed)#page2.tif
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 27, 2020 (this “Agreement”), among WPENGINE, INC., (the “Borrower”), FANCY CHAP, INC. (“Fancy Chap” and, together with the Borrower, the “Grantors”) 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 Credit Agreement dated as of March 27, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among 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 March 27, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors, 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. Fancy Chap is a Subsidiary of the Borrower, and each Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this 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, each 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 such 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”). Notwithstanding anything herein (including in Schedule I) to the contrary, in no event shall the security interest and lien granted under this Section 2 attach to (nor shall the Trademark Collateral include) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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. Each 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

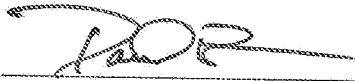
Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

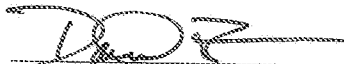
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WPENGINE, INC.,

By: 
Name: David Brolsma
Title: Chief Executive Officer and Treasurer

FANCY CHAP, INC.

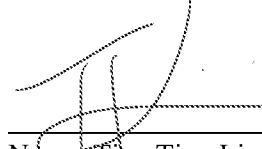
By: 
Name: David Brolsma
Title: Treasurer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006901 FRAME: 0718

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

By:



Name: Ting Ting Liu

Title: Authorized Signatory

Schedule I

I. Trademark Applications and Registrations

Trademark	Registration Number	Serial / Application Number	Jurisdiction	Owner
EVERCACHE	4,543,469		USA	WPEngine, Inc.
PRESS AHEAD	5520391		USA	WPEngine, Inc.
TORQUE	4,543,470		USA	WPEngine, Inc.
VELOCITIZE	5,222,808		USA	WPEngine, Inc.
WP ENGINE	4,669,695		USA	WPEngine, Inc.
WP ENGINE (design)	4,817,505		USA	WPEngine, Inc.
WPENGINE & design	5,712,591		USA	WPEngine, Inc.
STUDIOPRESS	3,666,657		USA	WPEngine, Inc.
WP ENGINE	Pending	87915869	USA	WPEngine, Inc.
GENESIS		88802716	USA	WPEngine, Inc.
FLYWHEEL & design	4,548,581	85/814,935	USA	Fancy Chap, Inc.
FLYWHEEL		88796664	USA	Fancy Chap, Inc.