

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582410

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
cPanel, LLC		06/17/2020	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TMF Trustee Limited		
<b>Street Address:</b>	8th Floor 20 Farringdon Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC4A 4AB		
<b>Entity Type:</b>	Limited Liability Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4954403	CPANEL & WHM	
<b>Registration Number:</b>	5010984	CPANEL	
<b>Registration Number:</b>	3282420	WHM	
<b>Registration Number:</b>	3290579	CP	
<b>Registration Number:</b>	3246206	WEBHOST MANAGER	
<b>Registration Number:</b>	3058679	CPANEL	
<b>Registration Number:</b>	6053809	DNSONLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<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>			
<b>Phone:</b>	2136122370		
<b>Email:</b>	ipprosecution@orrick.com, eaghnam@orrick.com, mweddington@orrick.com		
<b>Correspondent Name:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 1:</b>	2050 Main St., Suite 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	33906-5		
<b>NAME OF SUBMITTER:</b>	Eileen Z. Aghnami		

CH \$190.00 4954403

<b>SIGNATURE:</b>	/Eileen Z. Aghnami/
<b>DATE SIGNED:</b>	06/22/2020
<b>Total Attachments: 6</b> source=5. Particle - US - Trademark Security Agreement (2L) (June 17, 2020)#page1.tif source=5. Particle - US - Trademark Security Agreement (2L) (June 17, 2020)#page2.tif source=5. Particle - US - Trademark Security Agreement (2L) (June 17, 2020)#page3.tif source=5. Particle - US - Trademark Security Agreement (2L) (June 17, 2020)#page4.tif source=5. Particle - US - Trademark Security Agreement (2L) (June 17, 2020)#page5.tif source=5. Particle - US - Trademark Security Agreement (2L) (June 17, 2020)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of June 17, 2020 by cPanel, LLC, a limited liability company formed under the laws of the State of Texas (the **Grantor**), in favor of TMF TRUSTEE LIMITED, in its capacity as collateral agent (in such capacity, the **Collateral Agent**).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Supplement No. 2, dated as of June 17, 2020, to the Second Lien Pledge and Security Agreement (the **Supplement**), by which the Grantor is party to that certain Second Lien Pledge and Security Agreement dated as of February 18, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the **Security Agreement**) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, in accordance with the Agreed Security Principles, a security interest in all of the Grantor's right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the **Trademark Collateral**):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter owned, adopted or acquired, whether registered or unregistered, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, solely to the extent that, and solely during the period for which, the grant hereunder of the security interest in such "intent-to-use" application prior to such filing would impair the validity or enforceability of or render void or voidable or result in the cancellation of the Grantor's right title or interest therein or any trademark or service mark issued as a result of such

application under applicable federal law) or any other similar office in any other country or any political subdivision thereof, including any supra-national intellectual property registries or offices, and all renewals thereof in each case, including those listed on Schedule I;

- (b) all goodwill associated with or symbolized by any of the foregoing;
- (c) all claims for, and rights to sue for, past, present and future infringements and other violations of any of the foregoing; and
- (d) all Proceeds, income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present and future infringement and other violation thereof.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance of the security interest granted to the Collateral Agent pursuant to the Security Agreement and 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 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 the Security Agreement, the provisions of the Security Agreement shall control.

4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office, the World Intellectual Property Organisation, the European Patent Office, the European Intellectual Property Office or any other office, as applicable. The Grantor authorizes and requests that the Commissioner of Trademarks or an equivalent authority to record this Trademark Security Agreement with the United States Patent and Trademark Office, the World Intellectual Property Organisation, the European Patent Office, the European Intellectual Property Office or any other office, as applicable.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST GRANTED HEREBY).

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


CPANEL, LLC

as *Grantor*

By:

Name:

Title:

  
Anthony Shippam  
Manager

*[Partic: Signature page to the 2L Trademark Security Agreement]*

**ACCEPTED and AGREED:  
TMF TRUSTEE LIMITED,  
as Collateral Agent**

By:   
Name: Nita Savjani  
Title: Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Owner	Country	Official No.
CPAY	cPanel, LLC	US	87573053 ITU
<i>cPanel &amp; WHM</i>	cPanel, LLC	US	4954403
<b>cPanel</b>	cPanel, LLC	US	5010984
WHM	cPanel, LLC	US	3282420
	cPanel, LLC	US	3290579
WebHost Manager	cPanel, LLC	US	3246206
CPANEL	cPanel, LLC	US	3058679
DNSONLY	cPanel, LLC	US	6053809
CPANEL SOLO	cPanel, LLC	US	87410710 ITU
CPANEL	cPanel, LLC	Madrid Protocol	1412668
<b>cPanel</b>	cPanel, LLC	Madrid Protocol	1403515
CPANEL	cPanel, LLC	Madrid Protocol	1254771
CPANEL	cPanel, LLC	Madrid Protocol	1161376
CPANEL	cPanel, LLC	Madrid Protocol	1122829
<i>cPanel &amp; WHM</i>	cPanel, LLC	Madrid Protocol	1403514
DNSOnly	cPanel, LLC	Madrid Protocol	1431723
WHM	cPanel, LLC	Madrid Protocol	1400805
WHM	cPanel, LLC	Madrid Protocol	1252981
CPANEL	cPanel, LLC	European Union	4908299
cPanel	cPanel, LLC	European Union	16969396
WHM	cPanel, LLC	European Union	6533111
WHM	cPanel, LLC	European Union	16968265

<b>Mark</b>	<b>Owner</b>	<b>Country</b>	<b>Official No.</b>
Webhost Manager	cPanel, LLC	European Union	6533244
DNSOnly	cPanel, LLC	European Union (MP)	1431723
CPANEL	cPanel, LLC	Benelux (MP)	1122829
CPANEL	cPanel, LLC	Switzerland (MP)	1122829
CPANEL	cPanel, LLC	United Kingdom (MP)	1122829