

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582705

<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>
Plesk International GmbH		06/17/2020	Limited Liability Company: SWITZERLAND
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3053649	PLESK	
<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>			
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<b>SIGNATURE:</b>	/Eileen Z. Aghnami/		
<b>DATE SIGNED:</b>	06/23/2020		
<b>Total Attachments: 22</b>			
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**SECOND RANKING IP PLEDGE AGREEMENT**

dated June 17, 2020

among

**Plesk International GmbH**  
Vordergasse 59  
8200 Schaffhausen  
Switzerland

(the "**Pledgor**")

and

**TMF Trustee Limited**  
8th Floor  
20 Farringdon Street  
London, EC4A 4AB  
United Kingdom

(the "**Collateral Agent**")

acting as collateral agent for itself and as direct representative (direkter Stellvertreter) for and on behalf of the other Secured Parties

and

**The Secured Parties**

represented for all purposes hereof by the Collateral Agent  
as direct representative (direkter Stellvertreter)

in respect of **certain intellectual property rights of the Pledgor**

## CONTENTS

1.	Definitions and Construction .....	1
2.	Second Ranking Right of Pledge .....	4
3.	Registration; Further Assurance .....	5
4.	Authorization; Notification .....	5
5.	Representations and Warranties .....	5
6.	Undertakings.....	6
7.	Status of the Second Ranking Right of Pledge .....	7
8.	Enforcement and Foreclosure .....	8
9.	Limitations.....	8
10.	Assignments and Transfers / Changes to Secured Parties .....	9
11.	Collateral Agent / Relationship among Secured Parties .....	10
12.	Notices .....	10
13.	Costs, Expenses and Fees .....	11
14.	Miscellaneous .....	11
15.	Governing Law and Jurisdiction.....	13
16.	Counterparts.....	13
Schedule 1	List of Intellectual Property Rights	
Schedule 2	List of Secured Parties	

**RECITALS:**

- (A) WHEREAS reference is made to the amended and restated second lien credit agreement, dated May 22, 2020, as amended, amended and restated, supplemented or otherwise modified from time to time, by and among Particle Investments S.à r.l. as Original Borrower, Particle Luxembourg S.à r.l. as Parent, TMF Global Services (UK) Limited as Administrative Agent and TMF Trustee Limited as Collateral Agent (all as defined therein) (the "**Second Lien Credit Agreement**");
- (B) WHEREAS reference is made to the second lien guarantee agreement, dated February 18, 2020, as amended, amended and restated, supplemented or otherwise modified from time to time, by and among Particle Investments S.à r.l. as Original Borrower, Particle US LLC as US Co-Borrower, each Guarantor party to it from time to time and TMF Trustee Limited as Collateral Agent (the "**Guarantee Agreement**");
- (C) WHEREAS reference is made to the intercreditor agreement, dated February 18, 2020, as amended, amended and restated, supplemented or otherwise modified from time to time, by and among TMF Trustee Limited as First Lien Collateral Agent and Second Lien Collateral Agent, Particle Luxembourg S.à r.l. as Parent and Particle Investments S.à r.l. as Original Borrower, each Grantor party to it from time to time and each additional representative party to it from time to time (all as defined therein) (the "**Intercreditor Agreement**");
- (D) WHEREAS it is a condition subsequent under the Second Lien Credit Agreement that the Pledgor pledge its Intellectual Property Rights as security for the Secured Obligations;
- (E) WHEREAS the Pledgor has agreed to secure the Secured Obligations by, inter alia, a second ranking pledge in respect of the Intellectual Property Rights; and
- (F) WHEREAS the Pledgor has also agreed to secure the First Lien Obligations by, inter alia, a first ranking pledge in respect of the Intellectual Property Rights, governed by a pledge agreement, dated on or about the date hereof, among Plesk International GmbH as Pledgor, TMF Trustee Limited as Collateral Agent and the Secured Parties (all as defined therein) (the "**First Ranking IP Pledge Agreement**").

**IT IS AGREED as follows:**

**1. DEFINITIONS AND CONSTRUCTION**

1.1. In this Agreement:

"**Acceleration Event**" has the meaning given to it in the Intercreditor Agreement under limb (i).

"**Additional Party**" has the meaning given to it in Clause 10.2.

"**Agreement**" means this second ranking intellectual property rights pledge agreement and its schedules, as the same may, from time to time, be amended, restated, supplemented or otherwise modified in accordance with its terms.

"**Article 55 BRRD**" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**Bail-In Action**" means the exercise of any Write-down and Conversion Powers.

"**Bail-In Legislation**" means in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time.

"**Debtors**" means each debtor of Proceeds.

"**EEA Member Country**" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"**EU Bail-In Legislation Schedule**" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

"**First Ranking IP Pledge Agreement**" has the meaning given to it in Recital (F).

"**First Ranking Right of Pledge**" means the second ranking right of pledge under the Second Ranking IP Pledge Agreement.

"**Intellectual Property Rights**" means any and all present and future material patent, design and trademark rights of the Pledgor in any country or jurisdiction, including any and all rights in connection with applications for any and all of such rights. Details of the Intellectual Property Rights which the Pledgor now owns or to which it is now entitled are set out in Schedule 1. Such schedule shall be updated from time to time in accordance with Clause 6.1.1.

"**Intercreditor Agreement**" has the meaning given to it in Recital (C).

"**Parties**" means the parties to this Agreement and "**Party**" means any of them.

"**Pledged Assets**" means, collectively, the Intellectual Property Rights and the Proceeds.

"**Pledged Bank Accounts**" means the bank accounts which have been pledged by the Pledgor to the Collateral Agent under a bank accounts pledge agreement dated on or about the date hereof.

"**Proceeds**" has the meaning given to it in Clause 2.2.

"**Resolution Authority**" means any body which has authority to exercise any Write-down and Conversion Powers.

"**Revocation Notice**" means a notice from the Collateral Agent to the Pledgor revoking the authorization granted pursuant to Clause 4.1 by the Collateral Agent. Such notice may be given by the Collateral Agent when an Acceleration Event has occurred or where the Collateral Agent deems it necessary in order to protect the security interest under this Agreement.

"**Second Lien Credit Agreement**" has the meaning given to it in Recital (A).

"**Second Lien Obligations**" has the meaning given to it in the Intercreditor Agreement.

"**Second Ranking Right of Pledge**" has the meaning given to it in Clause 2.

"**Secured Obligations**" has the meaning given to such term in the Guarantee Agreement.

"**Secured Parties**" has the meaning given to the term 'Second Lien Secured Parties' in the Intercreditor Agreement.

"**UK Bail-In Legislation**" means (to the extent that the United Kingdom is not an EEA Member Country which has implemented, or implements, Article 55 BRRD) Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"**Write-down and Conversion Powers**" means:

- (i) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and
- (ii) in relation to any UK Bail-In Legislation any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and any similar or analogous powers under that UK Bail-In Legislation.

## 1.2. **Construction**

- 1.2.1. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Second Lien Credit Agreement or the Intercreditor Agreement, as applicable.
- 1.2.2. A reference to a Party includes a reference to its successors in title, permitted transferees, designees and assigns.
- 1.2.3. A reference to any agreement includes such agreement as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms.
- 1.2.4. Words denoting the singular shall include the plural and vice versa, unless the context requires otherwise.
- 1.2.5. The words "include" and "including" shall be deemed to be qualified by reference to "without limitation".

- 1.2.6. Any reference in this Agreement to a "Clause", "Schedule" or "Recital" shall, subject to any contrary indication, be construed as a reference to a clause, schedule or recital of this Agreement.
- 1.2.7. Any reference to the Collateral Agent in this Agreement, unless specified otherwise, is a reference to the Collateral Agent acting as collateral agent for itself and as direct representative (direkter Stellvertreter) for and on behalf of the other Secured Parties.
- 1.2.8. Without prejudice to the creation or perfection of any security interest under this Agreement, in the event of any inconsistency or conflict between the terms of this Agreement on the one hand and the terms of the Intercreditor Agreement, on the other, the Intercreditor Agreement shall prevail.

## 2. SECOND RANKING RIGHT OF PLEDGE

- 2.1. The Pledgor hereby agrees to grant and hereby grants to the Collateral Agent for the benefit of the Secured Parties a second ranking right of pledge over the Pledged Assets, as continuing security for the Secured Obligations (the "**Second Ranking Right of Pledge**"), it being understood that the Second Ranking Right of Pledge ranks behind the First Ranking Right of Pledge, unless and until the First Ranking IP Pledge Agreement is terminated in accordance with its terms. If at such time this Agreement is still in force and effect, the Second Ranking Right of Pledge automatically advances in rank by operation of law (to a first ranking right of pledge and any and all references in this Agreement to the security interest created hereunder shall forthwith be references to a first ranking right of pledge).
- 2.2. The Second Ranking Right of Pledge extends to any and all ancillary rights and claims pertaining to the Pledged Assets, including any and all rights of the Pledgor (present and future, actual and contingent) to receive royalties or other forms of income, compensation for damages and insurance proceeds (the "**Proceeds**") in connection with the Pledged Assets.
- 2.3. Promptly upon execution of this Agreement and if not otherwise provided under any other Loan Document, the Pledgor shall deliver to the Collateral Agent, in form and substance satisfactory to the Collateral Agent:
  - 2.3.1. a certified up-to-date extract from the Commercial Register of the Canton of Schaffhausen in respect of the Pledgor and a certified up-to-date copy of the articles of association of the Pledgor;
  - 2.3.2. a copy of a resolution by circular letter of the managers of the Pledgor, approving, inter alia, this Agreement; and
  - 2.3.3. a copy of a resolution by circular letter of the sole quotaholder of the Pledgor, approving, inter alia, this Agreement.



### **3. REGISTRATION; FURTHER ASSURANCE**

- 3.1. As soon as reasonably practicable but in any event within 20 (twenty) Business Days upon execution of this Agreement, the Pledgor shall file duly executed and dated forms of registration of the Second Ranking Right of Pledge with respect to the Intellectual Property Rights with the intellectual property offices in Switzerland (i.e. the Swiss Federal Institute for Intellectual Property, IGE / IPI), an equivalent or, any other similar office in the United States, Canada, Luxembourg, the Netherlands, the United Kingdom and / or any supra national intellectual property registries or offices, including the World Intellectual Property Organisation (WIPO), the European Patent Office (EPO) and the European Intellectual Property Office (EUIPO), provided that the Intellectual Property has been registered with such intellectual property offices, and provide the Collateral Agent with a copy of such filings.
- 3.2. The Pledgor shall procure that it obtains a copy of the registration of the Second Ranking Right of Pledge executed by the competent intellectual property office as soon as reasonably practicable after the filings referred to in Clause 3.1 have been made and forward a copy thereof to the Collateral Agent promptly upon receipt.
- 3.3. The Pledgor shall take all necessary actions as required by the law governing the relevant Intellectual Property Rights including any further documents, formalities or declarations or any other legal acts for the creation or perfection of the Second Ranking Right of Pledge and the Pledgor shall promptly do all such acts or execute or render all such documents, formalities or declarations as the Collateral Agent may reasonably request.

### **4. AUTHORIZATION; NOTIFICATION**

- 4.1. As long as no Revocation Notice has been given by the Collateral Agent, the Pledgor shall be entitled to collect the Proceeds in its own name and on its own behalf and to exercise its rights with respect to the Intellectual Property Rights in the ordinary course of business (including, without limitation, allowing its intellectual property (including any related application or registration) to lapse or be abandoned if no longer material to its business) in accordance with section 5.01(3) of the Second Lien Credit Agreement.
- 4.2. Upon a Revocation Notice having been given to the Pledgor, all rights related to the Proceeds shall be exercised by the Collateral Agent and the Pledgor shall notify the Debtors of the Proceeds of the Second Ranking Right of Pledge. The Collateral Agent shall be entitled to notify the Second Ranking Right of Pledge to each Debtor without the participation of the Pledgor by remittance to each Debtor of a copy of this Agreement (or otherwise) once a Revocation Notice has been given.

### **5. REPRESENTATIONS AND WARRANTIES**

- 5.1. The Pledgor represents and warrants to the Collateral Agent and the Secured Parties that:

- 5.1.1. Insofar as registered Intellectual Property Rights are concerned, such Pledged Assets are duly registered in the name of the Pledgor and all registration fees have been paid in time;
  - 5.1.2. the Pledged Assets are free of any encumbrance and the Pledgor has not assigned, transferred or otherwise disposed of the benefit of any of its rights, title and interest in the Pledged Assets (other than the First Ranking Right of Pledge and the Second Ranking Right of Pledge);
  - 5.1.3. the Pledgor has not granted any licenses or other rights of use in respect of the Pledged Assets other than those specified in Schedule 1, from time to time; and
  - 5.1.4. the Pledged Assets are subsisting and have not been held to be invalid or unenforceable, in whole or in part.
- 5.2. The representations and warranties in this Clause 5 are made by the Pledgor by reference to the facts and circumstances existing on the date of this Agreement.

## **6. UNDERTAKINGS**

- 6.1. Unless permitted or otherwise provided for in this Agreement or the Second Lien Credit Agreement, from the date of this Agreement until the date this Agreement is terminated in accordance with Clause 7, the Pledgor undertakes to the Collateral Agent and the Secured Parties that it:
- 6.1.1. shall, within 20 (twenty) Business Days following the end of each financial year of the Group (as defined in the Intercreditor Agreement) and, following the occurrence of an Acceleration Event, inform the Collateral Agent of any changes to the Pledged Assets and, to the extent available, file duly executed and dated forms of registration of the Second Ranking Right of Pledge with respect to any new Intellectual Property Rights with the relevant intellectual property offices, obtain a copy of the registration of the Second Ranking Right of Pledge executed by the competent intellectual property office and forward a copy thereof to the Collateral Agent immediately upon receipt. Any such changes shall be reflected in Schedule 1, it being understood that such changes are of a declaratory nature only and the Parties agree, undertake and hereby irrevocably instruct and empower the Collateral Agent to unilaterally update Schedule 1 from time to time based solely on the updated list of Pledged Assets delivered by the Pledgor;
  - 6.1.2. shall not (except where expressly permitted under the Loan Documents), create or agree to create or permit to subsist any security interest over all or part of the Pledged Assets, other than the First Ranking Right of Pledge and the Second Ranking Right of Pledge;
  - 6.1.3. shall not register any license agreements or other contractual arrangements granting any rights of use in the Intellectual Property Rights in the relevant intellectual property registers without the prior written consent of the Collateral Agent, such consent not to be unreasonably withheld;

- 6.1.4. shall obtain all consents, take all actions and execute all documents and instruments (including any additional security agreements) as may be necessary and/or appropriate (i) to create and perfect the security interest created or intended to be created by this Agreement in respect of the Pledged Assets, or for the protection and maintenance of the Pledged Assets (including making all filings and registrations, paying all fees and applying for extensions of the Pledged Assets' duration) and any rights of the Collateral Agent and the Secured Parties or the exercise of any rights by the Collateral Agent or a Secured Party under this Agreement and/or (ii) to facilitate foreclosure on the Pledged Assets; and
- 6.1.5. shall, immediately upon becoming aware of an infringement or misappropriation by a third party of any of the Pledged Assets, inform the Collateral Agent respectively and, to the extent deemed appropriate or advisable in the event that any Pledged Asset is infringed or misappropriated by a third party, the Pledgor shall promptly take all reasonable action to stop such infringement or misappropriation and protect its rights in such Pledged Assets, including, but not limited to, the initiation of a suit for injunctive relief and to recover damages.

## **7. STATUS OF THE SECOND RANKING RIGHT OF PLEDGE**

- 7.1. The Second Ranking Right of Pledge constitutes a continuing security interest. It shall terminate only upon (i) the full, final and irrevocable discharge of all Second Lien Obligations pursuant to their respective terms, or (ii) any waiver in writing by the Collateral Agent of any and all rights hereunder (pursuant to the terms of the Second Lien Credit Agreement and/or the Intercreditor Agreement, as applicable). A partial or intermediate payment or discharge of the Second Lien Obligations does not entitle the Pledgor to request a release (full or partial) of the Second Ranking Right of Pledge.
- 7.2. Upon termination of the Second Ranking Right of Pledge pursuant to the terms hereof, the Collateral Agent shall release the Second Ranking Right of Pledge and shall release and return the Pledged Assets to the Pledgor, subject to the First Ranking IP Pledge Agreement having been terminated. The Pledged Assets shall be delivered to the Pledgor free and clear of any third party rights granted by the Collateral Agent. Any notices of release which are required to register the release of Intellectual Property Rights under the Second Ranking Right of Pledge in the relevant intellectual property registries shall be prepared by the Pledgor. The Collateral Agent shall not be obligated and shall not be deemed to make any representations and warranties when releasing and returning the Pledged Assets.
- 7.3. Notwithstanding Clauses 7.1 and 7.2, if the Collateral Agent considers in its reasonable opinion and so informs the Pledgor that any amount paid or credited to it or a Secured Party might be expected to be avoided or reduced or otherwise set aside by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Pledgor under this Agreement and the security interest constituted by this Agreement shall continue and such amount shall not be considered to have been irrevocably paid.
- 7.4. The Second Ranking Right of Pledge shall be cumulative, in addition to and independent of any other security interest now or subsequently granted to the Collateral Agent or the

Secured Parties for any of the Secured Obligations or any rights, powers and remedies provided by law.

- 7.5. The Second Ranking Right of Pledge shall not be affected in any way by any variation, amendment, restatement, novation, assumption of debt, transfer (including by way of novation), extension, compromise or release of any or all of the Secured Obligations or the Loan Documents or of any security interest from time to time therefor.

## **8. ENFORCEMENT AND FORECLOSURE**

- 8.1. Upon the occurrence of an Acceleration Event and at any time during the continuance thereof, the Collateral Agent shall, subject to the Intercreditor Agreement and the First Ranking IP Pledge Agreement, have the right, but not the obligation, without prior notice to the Pledgor or prior authorization from any court, to enforce the Second Ranking Right of Pledge and to foreclose on the Pledged Assets.
- 8.2. To the extent permitted under applicable law, the enforcement of the Second Ranking Right of Pledge may take place outside debt enforcement procedures, including by way of private sale (Privatverkauf) of the Pledged Assets to a third party or by purchase of the Pledged Assets by the Collateral Agent or a Secured Party (Selbsteintritt), in each case at arm's length terms (taking into account third party offers). The Collateral Agent shall enjoy full discretion as to the manner, time and place at which such enforcement is to take place.
- 8.3. The Pledgor waives any right of requesting that the Second Ranking Right of Pledge be exercised before or after foreclosure on any of its other assets or before or after exercise of any other security interest, guarantee or indemnity which may have been granted to the Collateral Agent or the Secured Parties for the Secured Obligations. This includes a waiver of Art. 41 para. 1<sup>bis</sup> of the Swiss Federal Act on Debt Enforcement and Bankruptcy (i.e. waiver of the beneficium excussionis realis).
- 8.4. The Collateral Agent may commence other enforcement proceedings against the Pledgor by way of special or general enforcement (Betreibung auf Pfändung oder Konkurs) pursuant to the Swiss Federal Act on Debt Enforcement and Bankruptcy.
- 8.5. Subject to Clause 9, the proceeds of any enforcement, foreclosure or realization as set forth herein, shall be applied by the Collateral Agent in accordance with the Intercreditor Agreement.

## **9. LIMITATIONS**

- 9.1. If and to the extent that the Second Ranking Right of Pledge is enforced for obligations of Affiliates of the Pledgor other than its Subsidiaries (the "**Restricted Obligations**") and if such enforcement would be restricted under then applicable Swiss corporate law, the use of such enforcement proceeds shall be limited to the amount of the unrestricted equity capital surplus available at the time it becomes liable for Restricted Obligations for distribution to the shareholders of the Pledgor (the "**Maximum Amount**"), provided that this is a requirement under then applicable mandatory Swiss law and understood that such limitation

shall not prevent the Collateral Agent from applying such enforcement proceeds in excess of the Maximum Amount, but that it shall merely postpone the performance date therefor until the earliest time or times that this is again permitted under applicable law.

- 9.2. In relation to an enforcement of the Second Ranking Right of Pledge in satisfaction of Restricted Obligations, if and to the extent that the proceeds from such enforcement are by law subject to Swiss withholding tax, the Pledgor shall use its best efforts to mitigate to the extent possible any Swiss withholding tax obligations to be levied on the use of the enforcement proceeds of the Second Ranking Right of Pledge, in particular through a notification procedure. To the extent a notification procedure is not available, the Collateral Agent shall withhold from the enforcement proceeds of the Second Ranking Right of Pledge an amount equivalent to the Swiss withholding tax at the then applicable rate, and subject to any applicable double taxation treaty or any other applicable treaty, that may be due by the Pledgor to the Swiss Federal Tax Administration from the enforcement of the Second Ranking Right of Pledge by the Collateral Agent under this Agreement, and forward such amount to the Swiss Federal Tax Administration, in the name and for the account of the Pledgor, upon presentation by the Pledgor to the Collateral Agent of the relevant form of the Swiss Federal Tax Administration, together with its payment order form (which presentation shall be made, if needed, on a monthly basis), it being specified that (i) the Pledgor shall, and shall procure that its Affiliates, fully cooperate in any mitigating efforts and in any efforts relating to the transfer of any refunds to the order of the Collateral Agent, and (ii) the Pledgor shall fill in and prepare the relevant form of the Swiss Federal Tax Administration and submit it to the Collateral Agent for approval, which approval shall not be unreasonably withheld.
- 9.3. The Pledgor shall, if and to the extent requested by the Collateral Agent or required under then applicable Swiss law, provide the Collateral Agent as soon as reasonably practicable with an interim balance sheet audited by the statutory auditors of the Pledgor setting out the Maximum Amount, take any further corporate and other action as may be required by the Collateral Agent or by law (such as board and shareholders' approvals and the receipt of any confirmations from the Pledgor's statutory auditors) and other measures necessary or useful to allow an enforcement, foreclosure or realization of the Second Ranking Right of Pledge with a minimum of limitations.
- 9.4. If the enforcement of Restricted Obligations would be limited due to the effects referred to in this Clause 9, then the Pledgor shall (i) to the extent permitted by applicable law, and upon request by the Collateral Agent revalue and/or realize any of its assets that are shown on its balance sheet with a book value that is significantly lower than the market value of such assets, in case of realisation, however, only if such assets are not necessary for the Pledgor's business (betriebsnotwendig) and (ii) reduce its share capital to the minimum allowed under then applicable law, provided that such step is permitted under the Loan Documents.

## **10. ASSIGNMENTS AND TRANSFERS / CHANGES TO SECURED PARTIES**

- 10.1. The Pledgor may not assign, transfer, novate or otherwise dispose of its rights and obligations under this Agreement without the prior written consent of the Collateral Agent.

- 10.2. Under the terms and conditions of the Second Lien Credit Agreement, a Secured Party may assign or otherwise transfer all or any part of its rights and benefits to a third party (including to a Lender) and additional parties may join the Second Lien Credit Agreement. Any such person is hereinafter referred to as an "**Additional Party**".
- 10.3. The Parties agree that any Additional Party shall immediately and automatically become a Secured Party bound by and entitled to this Agreement and the Second Ranking Right of Pledge. Any and all references in this Agreement shall thereafter be construed as including the Additional Party as a Secured Party to the extent of its interest in the Secured Obligations.
- 10.4. Any changes to the Secured Parties shall be reflected in the list of Secured Parties in Schedule 2, it being understood that such list is of a declaratory nature only. The Parties agree and hereby irrevocably instruct and empower the Collateral Agent to unilaterally update Schedule 2 from time to time (or to otherwise keep an updated list of the Secured Parties or to be in a position to promptly prepare such list if and when required for the purposes of this Agreement and any other Loan Document).

## **11. COLLATERAL AGENT / RELATIONSHIP AMONG SECURED PARTIES**

- 11.1. With effect as of the date of this Agreement and until this Agreement is terminated in accordance with Clause 7, each Secured Party has and each Additional Party shall be deemed to have appointed, pursuant to the Intercreditor Agreement and this Agreement, the Collateral Agent as its agent for all purposes of this Agreement and with full power and authority to act as agent for and on behalf of such Secured Party as a direct representative (direkter Stellvertreter) under this Agreement.
- 11.2. The relationship among the Secured Parties and the relationship between the Collateral Agent and the Secured Parties shall be governed by this Agreement, the Intercreditor Agreement and the other relevant Loan Documents. The Parties agree that the Pledgor neither need nor may be concerned with such relationship but that it shall be entitled to rely on all acts of the Collateral Agent as being made in accordance with and on behalf of all Secured Parties and each Secured Party hereby undertakes and agrees that it will act through the Collateral Agent for all purposes of this Agreement.
- 11.3. The Collateral Agent is party to this Agreement as instructed and directed by the Secured Parties to acknowledge the arrangements set out herein and to take the benefit of certain provisions set out herein. All rights to indemnities and protections set out in the Loan Documents for the benefit of the Collateral Agent shall apply herein.

## **12. NOTICES**

Any notices or other communication to be made under or in connection with this Agreement shall be made in accordance with the provisions of Section 10.01 of the Second Lien Credit Agreement:

If to the Pledgor:

Plesk International GmbH  
Vordergasse 59  
8200 Schaffhausen  
Switzerland

If to the Collateral Agent:

TMF Trustee Limited  
8th Floor  
20 Farringdon Street  
London, EC4A 4AB  
United Kingdom

**13. COSTS, EXPENSES AND FEES**

All costs, expenses and fees (including legal fees) arising out of or in connection with the preparation, execution, amendment and enforcement of, or any performance under, this Agreement shall be paid and borne in accordance with the Second Lien Credit Agreement.

**14. MISCELLANEOUS**

**14.1. Schedules**

All Schedules to this Agreement constitute an integral part hereof.

**14.2. Amendments**

Any amendment to this Agreement, including this Clause 14.2, shall be valid only if made in writing and executed by all Parties, provided, however, that the Collateral Agent may at any time unilaterally update Schedule 1 and Schedule 2 as contemplated by Clauses 6.1.1. and 10.4.

**14.3. Benefit of Agreement**

This Agreement shall be binding upon and inure to the benefit of each Party and its direct or subsequent legal successors, permitted transferees and assigns.

**14.4. Severability**

In the event that one or several terms or provisions of this Agreement shall be or become invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of any other terms and provisions in any way. In such case, the invalid or unenforceable term or provision shall be replaced by such valid and enforceable term or provision the content of which shall reflect as closely as possible the commercial and legal purpose and intent of the provision or term replaced.

**14.5. Entire Agreement**

This Agreement and the documents referred to herein constitute the entire agreement between the Parties relating to the creation of the security interest contemplated by this Agreement. Subject to the terms of the Loan Documents, the provisions in this Agreement supersede with regard to the subject matter hereof all previous agreements between the Parties relating to the creation of the security interest contemplated by this Agreement.

**14.6. No Waiver**

No failure on the part of the Collateral Agent to exercise, or any delay on its part in exercising, any of the rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right under this Agreement preclude any further or other exercise of that or any other such right.

**14.7. No Liability**

None of the Collateral Agent or its nominee(s) shall be liable by reason of:

- (i) taking any action permitted by this Agreement;
- (ii) any neglect or default in connection with the Pledged Assets;
- (iii) the taking possession or realization of all or any part of the Pledged Assets; or
- (iv) its action or neglect to unilaterally update Schedule 1 and Schedule 2 as contemplated by Clauses 6.1.1 and 10.4,

except, in each case, in the case of gross negligence or wilful default upon the part of the Collateral Agent.

**14.8. Contractual recognition of bail-in**

Notwithstanding any other term of any Loan Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Loan Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (i) any Bail-In Action in relation to any such liability, including (without limitation):
  - a. a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
  - b. a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
  - c. a cancellation of any such liability; and
- (ii) a variation of any term of any Loan Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.



14.9. **Rights and remedies cumulative**

The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

**15. GOVERNING LAW AND JURISDICTION**

15.1. This Agreement and the Second Ranking Right of Pledge created hereby shall in all respects, including the creation of the Second Ranking Right of Pledge as a right in rem, be governed by and construed in accordance with the laws of Switzerland (without regard to conflict of laws rules).

15.2. All disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Zurich, Canton of Zurich, Switzerland. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Collateral Agent and the Secured Parties to bring any legal action or proceedings with respect to this Agreement in any other competent jurisdiction.

**16. COUNTERPARTS**

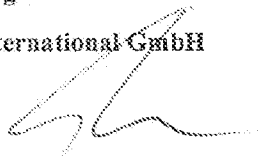
This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on one single copy of this Agreement.

THE SIGNATURES OF THE PARTIES TO FOLLOW

SIGNATURES

The Pledgor

Plesk International GmbH



\_\_\_\_\_  
Name: Susi Lumbach  
Title: CFO

\_\_\_\_\_  
Name:  
Title:

The Collateral Agent

TMF Trustee Limited

acting as collateral agent for itself and as direct representative (*direkter Stellvertreter*) for and on behalf of the other Secured Parties

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

**SIGNATURES**

**The Pledgor**

**Plesk International GmbH**

\_\_\_\_\_  
Name:

Title:

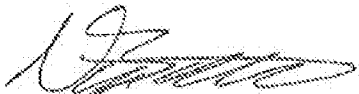
\_\_\_\_\_  
Name:

Title:

**The Collateral Agent**

**TMF Trustee Limited**

acting as collateral agent for itself and as direct representative (direkter Stellvertreter) for and on behalf of the other Secured Parties



\_\_\_\_\_  
Name: Nita Savjani

Title: Director



\_\_\_\_\_  
Name: Vincent Cheshire

Title: Director

**SCHEDULE 1****LIST OF PLEDGED ASSETS****Trademark Rights**

<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Expiration Date</b>	<b>Licenses</b>
US	PLESK	3053649	31.01.2006	31.01.2026	Trademark usage license granted to partners or customers for marketing purposes only during lifetime of partnership agreements.
EU	PLESK	853234	19.01.2005	19.01.2025	Trademark usage license granted to partners or customers for marketing purposes only during lifetime of partnership agreements.
CH	SOLUSIO	02445/2020	Application pending	Application pending	

**Patent Rights**

Country	Patent	Registration No.	Registration Date	Expiration Date	Licenses
US	Method and system for implementing a website builder	9,286,273	15.03.2016	16.01.2034	-
US	Method for web site publishing using shared hosting	9,274,867	01.03.2016	16.10.2034	-
US	Method for web site publishing using shared hosting	9,392,046	12.07.2016	10.04.2034	-
US	Processing run-time error messages and implementing security policies in web hosting	9,563,499	07.02.2017	22.07.2035	-
US	Method and system for implementing a website builder	9,959,269	01.05.2018	17.11.2033	-
US	Processing run-time error messages and implementing security policies in web hosting	10,296,412	21.05.2019	10.07.2035	-
US	Method for undoing user actions involving server control panel configuration	10,305,739	28.05.2019	26.04.2037	-
US	Method and system for composing and executing server migration process	10,419,547	17.09.2019	24.04.2038	-

Country	Application	Application No.	Filing Date	Priority Date	Licenses
US	System and method for automated web site content analysis	10,122,720	06.11.2018	24.07.2037	-
US	Mail server migration with message synchronization	10,356,171	16.07.2019	07.02.2037	-
US	Permanent Website Hosting on Mobile Devices	10,191,911	29.01.2019	17.10.2037	-
US	Method of fast file transfer across network	10,296,375	21.05.2019	03.02.2038	-
US	IMPROVING MEMORY FOOTPRINTS OF SERVICES ON HOSTING ENVIRONMENT WITH LAZY LOAD OF SERVICES	15655821 (Docket: 2430.4160000)	20.07.2017	20.07.2017	-
US	SHARED HOSTING ENVIRONMENT MIGRATION WITH IP CHANGE AND DECREASED DOWNTIME	16/719,603 (Docket: 2230.4140001)	18.12.2019	18.12.2019	-
US	MAIL SERVER MIGRATION WITH MESSAGE SYNCHRONIZATION	16508997	07.11.2019	07.11.2019	-

**Design Rights**

Country	Design	Registration No.	Registration Date	Expiration Date	Licenses
n/a	n/a	n/a	n/a	n/a	n/a

**SCHEDULE 2**

LIST OF SECURED PARTIES

GS Mezzanine Partners VII S.à r.l.

GS Mezzanine Partners VII Offshore S.à r.l.

GS Mezzanine Partners VII Offshore Treaty S.à r.l.

Broad Street Credit Holdings Europe S.à r.l.

Broad Street Danish Credit Partners, L.P.

TMF Global Services (UK) Limited

TMF Trustee Limited