

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liquid Web, LLC		12/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank, as Administrative Agent		
Street Address:	3333 Peachtree Street		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5257997	ITHEMES	
Registration Number:	5267832	ITHEMES	
Registration Number:	5347967	ITHEMES	
Registration Number:	5624313	ITHEMES	
Registration Number:	5546000	M	
Registration Number:	5551851	POWERING YOUR BUSINESS POTENTIAL	
Registration Number:	5596670	LIQUID WEB	
Registration Number:	5780483	BACKUPBUDDY	
Registration Number:	5788396	THE MOST HELPFUL HUMANS IN HOSTING	
Registration Number:	6739403	POWERING YOUR ONLINE POTENTIAL	
Registration Number:	4206112	MODERN TRIBE	
Registration Number:	4243365	MODERN TRIBE	
Registration Number:	4501289	LIQUID WEB	
Registration Number:	4539971	LEARNDASH	
Registration Number:	4550555	HEROIC SUPPORT	
Registration Number:	4803481	SERVERSHIELD	
Registration Number:	3268374	HEROIC SUPPORT	
Registration Number:	2413808	LIQUID WEB	
Registration Number:	3079282	INTERWORX	

CH \$715.00 5257997

Property Type	Number	Word Mark
Registration Number:	3425819	NOCWORX
Registration Number:	3947991	NEXCESS
Registration Number:	6309871	GIVEWP
Registration Number:	6084751	KADENCE WP
Registration Number:	5254539	RESTRICT CONTENT PRO
Registration Number:	5473167	DEMOCRATIZING GENEROSITY
Serial Number:	90705471	STELLARWP
Serial Number:	90881479	STOREBUILDER
Serial Number:	97066941	WPQUICKSTART

CORRESPONDENCE DATA

Fax Number: 2123548113

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.

Email: iprecordations@whitecase.com

Correspondent Name: Sydney Crute

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1135397-0157-S216
NAME OF SUBMITTER:	Sydney Crute
SIGNATURE:	/Sydney Crute/
DATE SIGNED:	12/22/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 20, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of Truist Bank, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, Laser Buyer Corp., a Delaware corporation, LW Buyer, LLC, a Delaware limited liability company, and the Grantor are party to a Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this 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 Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by the Grantor (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, domain names, other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, any foreign equivalent office, or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor, including the United States registered or applied for Trademarks listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby; and

(ii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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 and acceptance by the USPTO 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. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

LIQUID WEB, LLC

By: 

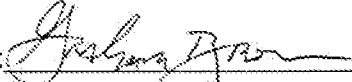
Name: Jim Geiger

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007928 FRAME: 0521

TRUIST BANK, as Administrative Agent

By:  _____

Name: Graham Brown



Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007928 FRAME: 0522

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ITHEMES	86768647	25-Sep-2015	5257997	1-Aug-2017
ITHEMES	86768719	25-Sep-2015	5267832	15-Aug-2017
ITHEMES	85901542	11-Apr-2013	5347967	28-Nov-2017
ITHEMES	86768741	25-Sep-2015	5624313	4-Dec-2018
STELLARWP	90705471	12-May-2021	N/A	N/A
STOREBUILDER 	90881479	13-Aug-2021	N/A	N/A
WPQUICKSTART	97066941	9-Oct-2021	N/A	N/A
M and design 	87811672	26-Feb-2018	5546000	21-Aug-2018
POWERING YOUR BUSINESS POTENTIAL	87471175	1-Jun-2017	5551851	28-Aug-2018
LIQUID WEB and design  Liquid Web	87471184	1-Jun-2017	5596670	30-Oct-2018
BACKUPBUDDY	88189981	12-Nov-2018	5780483	18-Jun-2019
THE MOST HELPFUL HUMANS IN HOSTING	87471166	1-Jun-2017	5788396	25-Jun-2019
POWERING YOUR ONLINE POTENTIAL	97103603	2-Nov-2021	6739403	24-May-2022
MODERN TRIBE	85977238	2-Nov-2011	4206112	11-Sep-2012
MODERN TRIBE	85462366	2-Nov-2011	4243365	13-Nov-2012
LIQUID WEB	86031041	7-Aug-2013	4501289	25-Mar-2014
LEARNDASH	85912941	24-Apr-2013	4539971	27-May-2014
HEROIC SUPPORT	86031027	7-Aug-2013	4550555	17-Jun-2014
SERVERSHIELD	86509209	21-Jan-2015	4803481	1-Sep-2015

HEROIC SUPPORT	78972535	12-Sep-2006	3268374	24-Jul-2007
LIQUID WEB	75775816	9-Aug-1999	2413808	19-Dec-2000
INTERWORX	78595863	28-Mar-2005	3079282	11-Apr-2006
NOCWORX	77236735	23-Jul-2007	3425819	13-May-2008
NEXCESS	85170236	5-Nov-2010	3947991	19-Apr-2011
GIVEWP	88578493	14-Aug-2019	6309871	30-Mar-2021
KADENCE WP	88700958	21-Nov-2019	6084751	23-Jun-2020
RESTRICT CONTENT PRO	87163251	7-Sep-2016	5254539	1-Aug-2017
DEMOCRATIZING GENEROSITY	87426864	26-Apr-2017	5473167	22-May-2018