

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787766

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Go Daddy Operating Company, LLC		02/15/2023	Limited Liability Company: DELAWARE
GODADDY MEDIA TEMPLE INC.		02/15/2023	Corporation: CALIFORNIA
REGISTRY SERVICES, LLC		02/15/2023	Limited Liability Company: DELAWARE
CALLCATCHERS INC.		02/15/2023	Corporation: DELAWARE
DOMAINS BY PROXY, LLC		02/15/2023	Limited Liability Company: DELAWARE
GODADDY.COM, LLC		02/15/2023	Limited Liability Company: DELAWARE
GODADDY CORPORATE DOMAINS, LLC		02/15/2023	Limited Liability Company: NEW YORK
PAGELY, LLC		02/15/2023	Limited Liability Company: DELAWARE
LANTIRN INCORPORATED		02/15/2023	Corporation: CALIFORNIA
ICM REGISTRY LLC		02/15/2023	Limited Liability Company: DELAWARE
HEG US INC.		02/15/2023	Corporation: MISSOURI
WORLDHOSTINGDAYS USA INC.		02/15/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	155 Wellington Street West, 8th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 3K7		
Entity Type:	Banking Corporation: CANADA		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Serial Number:	77166931	DOMAINFEST	
Serial Number:	86268983	NAMESCON	

OP \$1140.00 77166931

Property Type	Number	Word Mark
Serial Number:	77167090	DOMAINFEST GLOBAL
Serial Number:	85549023	PAGELY
Serial Number:	88009857	NORTHSTACK
Serial Number:	97455366	P
Serial Number:	90098283	REAMAZE
Serial Number:	90000286	RE:AMAZE
Serial Number:	85391082	ICM REGISTRY
Serial Number:	78127349	XXX
Serial Number:	78642696	XXX.XXX
Serial Number:	78249572	SERVER4YOU
Serial Number:	87215882	SERVERLOFT
Serial Number:	87257086	OVER
Serial Number:	88853467	OPEN WE STAND
Serial Number:	86896252	DNACADEMY
Serial Number:	87257097	OVER
Serial Number:	88757864	GO
Serial Number:	77207694	
Serial Number:	77207451	MAD MIMI
Serial Number:	88855048	# OPEN WE STAND
Serial Number:	85124649	LIST ONCE. SELL EVERYWHERE.
Serial Number:	85657561	AFTERNIC
Serial Number:	78889174	SMARTNAME
Serial Number:	85512827	NAMEFIND
Serial Number:	85370492	CLOUDNUMBER
Serial Number:	77612939	CLOUDPBX
Serial Number:	77001354	FREEDOMVOICE
Serial Number:	87432065	B
Serial Number:	87432060	BRANDSIGHT
Serial Number:	78008381	MEDIA TEMPLE
Serial Number:	85532098	MEDIA TEMPLE
Serial Number:	85419972	LOCU
Serial Number:	77231409	(MT)
Serial Number:	78960797	VIRB
Serial Number:	85821155	WE HOST GREAT IDEAS
Serial Number:	85980751	GODADDY
Serial Number:	85681467	GO DADDY WEBSITE BUILDER
Serial Number:	87978996	GOCENTRAL
Serial Number:	87667270	GOVALUE

Property Type	Number	Word Mark
Serial Number:	88055701	GOCOMMUNITIES
Serial Number:	87835433	'EMPOWERING ENTREPRENEURS EVERYWHERE'
Serial Number:	87336431	SMARTLINE
Serial Number:	87678807	CLOUDFEST
Serial Number:	86744397	THE VOICE OF SMALL BUSINESS

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	02/17/2023

Total Attachments: 12

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of February 15, 2023 is made by each signatory hereto (each a “Grantor” and collectively, the “Grantors”), in favor of Royal Bank of Canada, as collateral agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time party to the Second Amended and Restated Credit Agreement, dated as of February 15, 2017 (as amended by Amendment No. 1, dated as of November 22, 2017, as amended by Joinder and Amendment Agreement, dated as of June 4, 2019, as amended by Amendment No. 3, dated as of October 3, 2019, as amended by Joinder and Fourth Amendment Agreement, dated as of August 10, 2020, as amended by Fifth Amendment Agreement, dated as of March 8, 2021, as amended by Joinder and Sixth Amendment Agreement, dated as of November 10, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantors, Desert Newco LLC, a Delaware limited liability company (“Holdings”), Go Daddy Operating Company, LLC, a Delaware limited liability company and GD Finance Co, LLC (f/k/a GD Finance Co, Inc.), a Delaware limited liability company (collectively, the “Borrowers”), the Lenders party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and the Borrowers have executed and delivered an Amended and Restated Security Agreement, dated as of February 15, 2017 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, the Grantors agree, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantors hereby grant a security interest in all of the Grantors' rights, titles and interests in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantors' "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

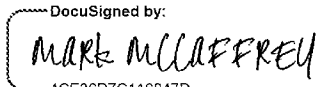
4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means, including by email with a "pdf" copy thereof attached, shall constitute an original for purposes hereof. The words "execution," "signed," "signature," and words of like import in this letter agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GO DADDY OPERATING COMPANY, LLC,
as a Grantor

By:  _____
Name: Mark McCaffrey
Title: Chief Financial Officer

GODADDY MEDIA TEMPLE INC.,
as a Grantor

By: _____
Name: Michele Lau
Title: Director

REGISTRY SERVICES, LLC,
as a Grantor

By: _____
Name: Michele Lau
Title: Secretary

CALLCATCHERS INC.,
as a Grantor

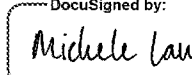
By: _____
Name: Michele Lau
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

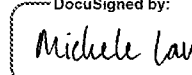
GO DADDY OPERATING COMPANY, LLC,
as a Grantor

By: _____
Name: Mark McCaffrey
Title: Chief Financial Officer

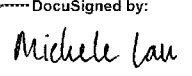
GODADDY MEDIA TEMPLE INC.,
as a Grantor

By:  _____
Name: Michele Lau
Title: Director

REGISTRY SERVICES, LLC,
as a Grantor

By:  _____
Name: Michele Lau
Title: Secretary

CALLCATCHERS INC.,
as a Grantor

By:  _____
Name: Michele Lau
Title: Secretary

DOMAINS BY PROXY, LLC,
as a Grantor

DocuSigned by:
Michele Lau
By: _____
589E1929C48441E...
Name: Michele Lau
Title: Secretary

GODADDY.COM, LLC,
as a Grantor

DocuSigned by:
Michele Lau
By: _____
589E1929C48441E...
Name: Michele Lau
Title: Chief Legal Officer

GODADDY CORPORATE DOMAINS, LLC,
as a Grantor

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Michele Lau
By: _____
589E1929C48441E...
Name: Michele Lau
Title: Secretary

PAGELY, LLC,
as a Grantor

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Michele Lau
By: _____
589E1929C48441E...
Name: Michele Lau
Title: Secretary

LANTIRN INCORPORATED,
as a Grantor

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Michele Lau
By: _____
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Name: Michele Lau
Title: Secretary

[Grant of Security Interest in Trademark Rights]

ICM REGISTRY LLC,
as a Grantor

DocuSigned by:
Michele Lau
By: _____
589E1929C48444E...
Name: Michele Lau
Title: Secretary


HEG US INC.,
as a Grantor

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Michele Lau
By: _____
589E1929C48444E...
Name: Michele Lau
Title: Secretary

WORLDHOSTINGDAYS USA INC.,
as a Grantor

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Michele Lau
By: _____
589E1929C48444E...
Name: Michele Lau
Title: Secretary

ROYAL BANK OF CANADA,
as Collateral Agent

By:  _____

Name: Susan Khokher
Title: Manager, Agency

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007975 FRAME: 0128

SCHEDULE A

U.S. Trademark Registrations and Applications

U.S. Trademark Registrations and Applications:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	VELIA.NET (USA) INC.	DOMAINFEST	77166931	Apr. 26, 2007	3368268	Jan. 15, 2008
2.	VELIA.NET (USA) INC.	NAMESCON	86268983	May 01, 2014	4656010	Dec. 16, 2014
3.	VELIA.NET (USA) INC.	DOMAINFEST GLOBAL	77167090	Apr. 27, 2007	3368272	Jan. 15, 2008
4.	PAGELY, LLC	PAGELY	85549023	Feb. 21, 2012	4274516	Jan. 15, 2013
5.	PAGELY, LLC	NORTHSTACK	88009857	Jun. 21, 2018	5670274	Feb. 05, 2019
6.	PAGELY, LLC	P	97455366	Jun. 13, 2022	N/A	N/A
7.	Lantirn Incorporated	REAMAZE	90098283	Aug. 06, 2020	6245598	Jan. 12, 2021
8.	Lantirn Incorporated	RE: AMAZE	90000286	Jun. 13, 2020	6264782	Feb. 09, 2021
9.	ICM Registry, LLC	ICM REGISTRY	85391082	Aug. 05, 2011	4224202	Oct. 16, 2012
10.	ICM REGISTRY, LLC	XXX	78127349	May 08, 2002	2757620	Aug. 26, 2003
11.	6805183 CANADA, INC.	XXX.XXX	78642696	Jun. 02, 2005	3276906	Aug. 07, 2007
12.	HEG US INC.	SERVER4YOU	78249572	May 14, 2003	2830187	Apr. 06, 2004
13.	HEG US Inc.	SERVERLOFT	87215882	Oct. 26, 2016	5213939	May 30, 2017
14.	GODADDY.COM, LLC	OVER	87257086	Dec. 05, 2016	5456348	May 01, 2018
15.	GODADDY.COM, LLC	OPEN WE STAND	88853467	Mar. 30, 2020	6338106	May 04, 2021
16.	GODADDY.COM, LLC	DNACADEMY	86896252	Feb. 03, 2016	5130646	Jan. 24, 2017
17.	GODADDY.COM, LLC	O OVER	87257097	Dec. 05, 2016	5456349	May 01, 2018
18.	GoDaddy.com, LLC	GO	88757864	Jan. 14, 2020	6155356	September 15, 2020
19.	GoDaddy.com, LLC	MANAGEWP	79112133	Feb. 14, 2012	4303301	Mar. 19, 2013
20.	Go Daddy Operating Company, LLC	**Design Only**	77207694	Jun. 15, 2007	3534840	Nov. 18, 2008
21.	GO DADDY OPERATING COMPANY, LLC	MAD MIMI	77207451	Jun. 15, 2007	3537981	Nov. 25, 2008
22.	GoDaddy.com, LLC	#OPEN WE STAND	88855048	Mar. 31, 2020	6338112	May 04, 2021

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
23.	GO DADDY OPERATING COMPANY, LLC	LIST ONCE. SELL EVERYWHERE.	85124649	September 8, 2010	4005161	August 2, 2011
24.	GO DADDY OPERATING COMPANY, LLC	AFTERNIC	85657561	June 21, 2012	4304505	March 19, 2013
25.	GO DADDY OPERATING COMPANY, LLC	SMARTNAME	78889174	May 22, 2006	3258192	July 3, 2007
26.	GO DADDY OPERATING COMPANY, LLC	NAMEFIND	85512827	January 10, 2012	4339570	May 21, 2013
27.	Go Daddy Operating Company, LLC	CLOUDNUMBER	85370492	July 13, 2011	4187931	August 7, 2012
28.	Go Daddy Operating Company, LLC	CLOUDPBX	77612939	November 12, 2008	3747639	February 9, 2010
29.	Go Daddy Operating Company, LLC	FREEDOMVOICE	77001354	September 18, 2006	3470144	July 22, 2008
30.	GoDaddy Corporate Domains, LLC	B	87432065	May 1, 2017	5388464	January 23, 2018
31.	GoDaddy Corporate Domains, LLC	BRANDSIGHT	87432060	May 1, 2017	5388463	January 23, 2018
32.	GoDaddy Media Temple Inc.	MEDIA TEMPLE	78008381	May 16, 2000	2478206	August 14, 2001
33.	GoDaddy Media Temple Inc.	MEDIA TEMPLE	85532098	February 2, 2012	4213449	September 25, 2012
34.	GoDaddy Media Temple Inc.	LOCU	85419972	September 12, 2011	4287612	February 12, 2013
35.	GoDaddy Media Temple Inc.	(MT)	77231409	July 17, 2007	3401234	March 25, 2008
36.	GoDaddy Media Temple Inc.	VIRB	78960797	August 25, 2006	3403620	March 25, 2008
37.	GoDaddy Media Temple Inc.	WE HOST GREAT IDEAS	85821155	January 11, 2013	4522945	April 29, 2014
38.	Go Daddy Operating Company, LLC	GODADDY	85980751	May 1, 2013	4472643	January 21, 2014
39.	Go Daddy Operating Company, LLC	GO DADDY WEBSITE BUILDER	85681467	July 19, 2012	4272400	January 8, 2013
40.	Go Daddy Operating Company, LLC	GOCENTRAL	87978996	January 24, 2017	5624309	December 4, 2018
41.	Go Daddy Operating Company, LLC	GOVALUE	87667270	November 1, 2017	5650840	January 8, 2019
42.	Go Daddy Operating Company, LLC	GOCOMMUNITIES	88055701	July 27, 2018	5837775	August 20, 2019
43.	Go Daddy Operating Company, LLC	EMPOWERING ENTREPRENEURS EVERYWHERE	87835433	March 15, 2018	5668829	February 5, 2019
44.	Go Daddy Operating Company, LLC	SMARTLINE	87336431	February 15, 2017	5746044	May 7, 2019
45.	Go Daddy Operating Company, LLC	CLOUDFEST	87678807	November 9, 2017	6136676	August 25, 2020

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
46.	Go Daddy Operating Company, LLC	AFTERNIC	85657561	June 21, 2012	4304505	March 19, 2013
47.	Go Daddy Operating Company, LLC	SMARTNAME	78889174	May 22, 2006	3258192	July 3, 2007
48.	GoDaddy Operating Company, LLC	THE VOICE OF SMALL BUSINESS	86744397	Sep. 1, 2015	4936391	Apr. 12, 2016