

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WPENGINE, INC.		08/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Collateral Agent		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6852583	ATLAS	
Registration Number:	7063095	FROST	
Registration Number:	6129701	WP ENGINE	
Registration Number:	6578812	FLYWHEEL	
Registration Number:	6124740	GENESIS	
Registration Number:	5222808	VELOCITIZE	
Registration Number:	5712591	WP ENGINE	
Registration Number:	5520391	PRESS AHEAD	
Registration Number:	4543470	TORQUE	
Registration Number:	4543469	EVERCACHE	
Registration Number:	4669695	WP ENGINE	
Registration Number:	4946140		
Registration Number:	5047197	WP OFFLOAD	
Registration Number:	4659071	WP MIGRATE DB	
Registration Number:	4817505		
Registration Number:	4548581	FLYWHEEL	
Registration Number:	3666657	STUDIOPRESS	
Serial Number:	90879944	FAUST.JS	

OP \$465.00 6852583

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
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SIGNATURE:	/Sophie Bolt/
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DATE SIGNED:	08/14/2023
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Total Attachments: 6

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Execution Version

TRADEMARK SECURITY AGREEMENT dated as of August 14, 2023 (this "Agreement"), among WPENGINE, INC. (the "Grantor") and ALTER DOMUS (US) LLC, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of August 14, 2023 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WPENGINE, INC., a Delaware corporation (the "Borrower"), the Lenders party thereto, ALTER DOMUS (US) LLC, as Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of August 14, 2023 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, 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. The Grantor, as Borrower, is willing to execute and deliver this Agreement in order to induce the Secured Parties to make extensions of credit and as consideration for such extensions 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 the Secured Obligations, the Grantor hereby grants to the Collateral Agent and 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 any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral"); *provided that*, notwithstanding anything to the contrary contained herein, the security interest created hereby shall not extend to, and the term "Trademark Collateral," shall not include, any Excluded Assets.

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. 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 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.

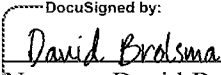
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.**

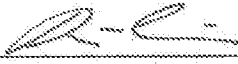
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WPENGINE, INC.

By:  _____
Name: David Brolsma
Title: Treasurer


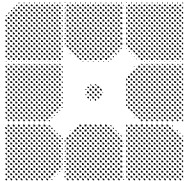
ALTER DOMUS (US) LLC, as Collateral Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008166 FRAME: 0710

Schedule I:

Owner	Trademark / Design	Serial No.	Filing Date	Reg. No.	Reg. Date
WPENGINE, INC.	ATLAS	97330725	03/25/2022	6852583	09/20/2022
WPENGINE, INC.	FROST	90865101	08/04/2021	7063095	05/23/2023
WPENGINE, INC.	WP ENGINE	88780105	01/31/2020	6129701	08/18/2020
WPENGINE, INC.	FLYWHEEL	88796664	02/13/2020	6578812	12/07/2021
WPENGINE, INC.	GENESIS	88802716	02/19/2020	6124740	08/11/2020
WPENGINE, INC.	VELOCITIZE	87228511	11/07/2016	5222808	06/13/2017
WPENGINE, INC.	WP ENGINE	87915869	05/10/2018	5712591	04/02/2019
WPENGINE, INC.	PRESS AHEAD	87295524	01/10/2017	5520391	07/17/2018
WPENGINE, INC.	TORQUE	86102199	10/25/2013	4543470	06/03/2014
WPENGINE, INC.	EVERCACHE	86102197	10/25/2013	4543469	06/03/2014
WPENGINE, INC.	WP ENGINE	86102192	10/25/2013	4669695	01/13/2015
WPENGINE, INC.		86760051	09/17/2015	4946140	04/26/2016
WPENGINE, INC.	WP OFFLOAD	86759707	09/17/2015	5047197	09/20/2016
WPENGINE, INC.	WP MIGRATE DB	86269881	05/02/2014	4659071	12/23/2014
WPENGINE, INC.		86534324	02/13/2015	4817505	09/22/2015
WPENGINE, INC.	FLYWHEEL	85814935	01/03/2013	4548581	06/10/2014
WPENGINE, INC.	STUDIOPRESS	77662644	02/03/2009	3666657	08/11/2009

Owner	Trademark / Design	Serial No.	Filing Date	Reg. No.	Reg. Date
WPENGINE, INC.	FAUST.JS	90879944 ¹	08/12/2021		

¹ This is an intent-to-use trademark application and is not included in the Trademark Collateral until a Statement of Use or Amendment to Allege Use is filed with and accepted by the United States Patent and Trademark Office. A Statement of Use was filed with respect to this application on July 10, 2023.