# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Globat, LLC		02/03/2009 LIMITED LIABILITY	
0.000, 220		02,00,200	COMPANY: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	The Endurance International Group, Inc.	
Street Address:	70 Blanchard Rd.	
City:	Burlington	
State/Country:	MASSACHUSETTS	
Postal Code:	01803	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 21

900126125

Property Type	Number	Word Mark
Registration Number:	3365155	ALWAYS UP, FAST AND EASY
Registration Number:	3305016	FOREVER FREE DOMAINS
Serial Number:	78825224	PROMOPAK
Registration Number:	3187261	GLOREWARDS
Registration Number:	3264525	GLOFLEX
Registration Number:	3266696	TERABYTE PACKAGE
Registration Number:	3270507	TERABYTE HOSTING
Serial Number:	78571085	PROMOPAK
Registration Number:	3055353	GLOBUILD
Registration Number:	3054360	PERFORMANCE WEB HOSTING
Registration Number:	3016258	WEB HOSTING MADE SIMPLE
Registration Number:	3016259	HOSTING THE WORLD
Registration Number:	2936250	COMMAND CONSOLE
Registration Number:	2933089	GLOBAT

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336515

Registration Number:	2836561	JOIN THE WEB HOSTING REVOLUTION
Registration Number:	2840220	JOIN THE HOSTING REVOLUTION
Registration Number:	2869228	GIGABYTE PACKAGE
Registration Number:	2908223	B2
Registration Number:	2771557	GLOBAT.COM
Registration Number:	2165868	WEB HOSTING MADE EASY
Serial Number:	77651597	WEB HOSTING MADE EASY

#### **CORRESPONDENCE DATA**

Fax Number: (312)425-3909

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (617)345-1341

Email: matm@nixonpeabody.com

Correspondent Name: Michelle Massicotte
Address Line 1: 100 Summer Street
Address Line 2: Nixon Peabody LLP

Address Line 4: Boston, MASSACHUSETTS 02110-2131

ATTORNEY DOCKET NUMBER:	801808-123501	
NAME OF SUBMITTER:	Michelle Massicotte	
Signature:	/Michelle Massicotte/	
Date:	02/03/2009	

## Total Attachments: 4

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#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of February 3, 2009 (the "Effective Date"), by and among GLOBAT, LLC, a California limited liability company ("Assignor"), and THE ENDURANCE INTERNATIONAL GROUP, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 28, 2008, as amended by that certain Amendment No. 1 to Asset Purchase Agreement dated as of February 3, 2009 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase from Assignor the Assets (as defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the trademarks set forth on <u>Schedule 1</u> hereto (the "Marks") to Assignee, and Assignee has agreed to assume the Marks from Assignor, as set forth herein, and this Assignment is contemplated by Section 3.1(b)(iii) of the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
- 2. Assignment. Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Marks, together with all goodwill associated therewith, effective as of the Effective Date. Assignor shall execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Marks to Assignee.
- 3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

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IN WITNESS WHEREOF, this Trademark Assignment has been executed by the duly authorized officer of Seller as of the date first above written.

**ASSIGNOR:** 

**GLOBAT, LLC** 

By:

Name: Ben R. Neumann

Title: CEO

**ASSIGNOR:** 

THE ENDURANCE INTERNATIONAL

GROUP, KYC

Name: Steve

The undersigned Ben Neumann individually joins in this Trademark Assignment solely for purposes of assigning to Assignee, and transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Marks, which the undersigned may have in any of the Marks (including without limitation the Marks: GLOFLEX and TERABYTE HOSTING), together with all goodwill associated therewith, effective as of the Effective Date. The undersigned further agrees to execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Marks to Assignee.

By:

Name: Ben R. Neumann Individually

Schedule 1 Marks

Mark	Country	App. No. / Reg. No.	App. Date / Reg. Date
ALWAYS UP, FAST AND EASY	United States	3,365,155	1/8/2008
FOREVER FREE DOMAINS	United States	3,305,016	10/2/2007
PROMOPAK	United States	78/825224	2/28/2006
GLOREWARDS	United States	3,187,261	12/19/2006
GLOFLEX	United States	3,264,525	7/12/2007
TERABYTE PACKAGE	United States	3,266,696	7/17/2007
TERABYTE HOSTING	United States	3,270,507	7/24/2007
PROMOPAK	United States	78/571085	2/18/2005
GLOBUILD	United States	3,055,353	1/31/2006
PERFORMANCE WEB HOSTING	United States	3,054,360	1/31/2006
WEB HOSTING MADE SIMPLE	United States	3,016,258	11/15/2005
HOSTING THE WORLD	United States	3,016,259	11/15/2005
COMMAND CONSOLE	United States	2,936,250	3/29/2005
GLOBAT	United States	2,933,089	3/15/2005
JOIN THE WEB HOSTING REVOLUTION	United States	2,836,561	4/27/2004
JOIN THE HOSTING REVOLUTION	United States	2,840,220	5/11/2004
GIGABYTE PACKAGE	United States	2,869,228	8/3/2004
B2 (Stylized)	United States	2,908,223	12/7/2004
GLOBAT.COM (and Design)	United States	2,771,557	10/7/2003
WEB HOSTING MADE EASY	United States	2,165,868	6/16/1998

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WEB HOSTING MADE EASY	United States	77/651597	1/16/2009
GLOEDIT	Common Law	N/A	N/A
GLOKIT	Common Law	N/A	N/A
GLOMOBILE	Common Law	N/A	N/A
GLOSPAMSHIELD	Common Law	N/A	N/A
GLOVAULT	Common Law	N/A	N/A
PROMOPAK	Common Law	N/A	N/A
TERABYTE EXTREME	Common Law	N/A	N/A
TERABYTEXS	Common Law	N/A	N/A
GLOBAT	Canada	TMA683,148	3/7/2007
GLOBAT	International Register (Australia, European Community Trademark (CTM), Japan, Singapore, China) and all international rights	855657	5/3/2005

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**RECORDED: 02/03/2009** 

TRADEMARK
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