## TRADEMARK ASSIGNMENT

# 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
Intuit, Inc.		09/17/2012	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	The Endurance International Group, Inc.	
Street Address:	10 Corporate Drive	
City:	Burlington	
State/Country:	MASSACHUSETTS	
Postal Code:	01803	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2716239	Н
Registration Number:	2740707	Н
Registration Number:	3203365	HMAIL
Registration Number:	2286063	HOMESTEAD
Registration Number:	2800744	HOMESTEAD
Registration Number:	2737669	HOMESTEAD
Registration Number:	3200255	HOMESTEAD SEARCHLIGHT

## **CORRESPONDENCE DATA**

**Fax Number**: 6173451300

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 617-345-1087

Email: cpeters@nixonpeabody.com

Correspondent Name: Carol H. Peters
Address Line 1: Nixon Peabody LLP
Address Line 2: 100 Summer Street

900236482 TRADEMARK
REEL: 004884 FRAME: 0335

Address Line 4: Boston, MASSACHUSETTS 02110				
ATTORNEY DOCKET NUMBER:	801808-123323 ASSIGNMENT			
NAME OF SUBMITTER:	Carol H. Peters			
Signature:	/carol h peters/			
Date:	10/18/2012			
Total Attachments: 7 source=EIG - Trademark Assignment#page	2.tif 3.tif 4.tif 5.tif 6.tif			

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("<u>Assignment</u>") dated as of September 17, 2012 (the "<u>Effective Date</u>"), is made by and between Intuit Inc., a Delaware corporation ("<u>Assignor</u>"), and The Endurance International Group, Inc., a Delaware corporation ("<u>Assignee</u>") (each, a "<u>Party</u>" and collectively, the "<u>Parties</u>").

### WITNESSETH:

WHEREAS, Assignor is the record owner of the trademarks and trademark registrations and applications, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on <a href="Schedule A">Schedule A</a> (collectively, the "Trademarks");

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of August 10, 2012, by and among Assignor and Assignee (the "<u>Purchase Agreement</u>"), Assignee has agreed to acquire and Assignor has agreed to assign certain assets of Assignor, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in the Purchase Agreement and in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity) including for future or past infringements thereof. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.
- 2. <u>Cooperation</u>. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

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- 3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule, together with the Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.
- 4. <u>Governing Law</u>. This Assignment and any dispute arising out of, relating to or in connection with this Assignment shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to principles of conflicts of laws that would require the application of the Laws of any other jurisdiction.
- 5. <u>Jurisdiction</u>. The Parties hereto agree that any Proceeding seeking to enforce any provision of, or arising out of, relating to or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any federal court located in the Borough of Manhattan in the State of New York or any New York state court, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Process in any such Proceeding may be served on either Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 8.2 shall be deemed effective service of process on such Party.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

INTUIT INC.
By: RNO Well
Name: R. Neil Williams
Title: Senior Vice President and CFO
THE ENDURANCE INTERNATIONAL GROUP, INC.
By:
Name:
Title:

[SIGNATURE PAGE TO U.S. TRADEMARK ASSIGNMENT]

TRADEMARK REEL: 004884 FRAME: 0339 STATE OF COUNTY OF COUNTY OF

ss.:

On this Binday of September 2012, before me, the undersigned, a notary public in and for said state and county, personally appeared R. Neil Williams, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of INTUIT INC. as the September of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Stra N Zapata
Notary Public

(Affix Seal Below)

LISA N. ZAPATA
Commission # 1865009
Notary Public - California
Santa Clara County
My Comm. Expires Sep 17, 2013

[SIGNATURE PAGE TO U.S. TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

INTUIT INC.
Ву:
Name:
Title:
THE ENDURANCE INTERNATIONAL GROUP, INC.  By:
Name: Hari Ravichandran
Title: Chief Executive officer

[SIGNATURE PAGE TO U.S. TRADEMARK ASSIGNMENT]

TRADEMARK REEL: 004884 FRAME: 0341

**RECORDED: 10/18/2012**