TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM342968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NTT America, Inc.		05/26/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Endurance International Group, Inc.
Street Address:	10 Corporate Drive
Internal Address:	Suite 300
City:	Burlington
State/Country:	MASSACHUSETTS
Postal Code:	01803
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2227201	RAPIDSITE
Registration Number:	2247878	VERIO
Registration Number:	2602672	INTELLISECURITY
Registration Number:	2651480	VERIO
Registration Number:	2665508	VIAVERIO
Registration Number:	2694806	SIGNATURE HOSTING
Registration Number:	2780580	VIAVERIO
Registration Number:	2834953	VIAVERIO
Registration Number:	3722043	VERIO

CORRESPONDENCE DATA

Fax Number: 2125750671

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: 2127909200 Email: trademark@cll.com **Correspondent Name:** Robert J. English

Address Line 1: Cowan, Liebowitz & Latman, P.C. Address Line 2: 1133 Avenue of the Americas Address Line 4: New York, NEW YORK 10036

> TRADEMARK REEL: 005526 FRAME: 0939

900326209

ATTORNEY DOCKET NUMBER:	30615.001/RJE/LS		
NAME OF SUBMITTER:	Robert J. English		
SIGNATURE:	/Robert J. English/		
DATE SIGNED: 06/01/2015			
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is made and entered into as of May 26, 2015, by and between NTT America, Inc., a Delaware corporation (the "<u>Assignor</u>") and The Endurance International Group, Inc., a Delaware corporation (the "<u>Assignee</u>").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated May 26, 2015;

WHEREAS, this Assignment is contemplated pursuant to the terms of the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor agreed to sell, assign, transfer and deliver to the Assignee, and the Assignee agreed to purchase all of the Assignor's right, title and interest in, to and under, the registered trademarks and service marks listed on Exhibit A hereto(collectively, the "Assigned Trademarks"), at the Closing.

NOW, THEREFORE, for good and valuable consideration as set out in the Purchase Agreement, the receipt of which is hereby acknowledged, the Assignor and Assignee do hereby agree as follows:

- 1. <u>Capitalized Terms</u>. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.
- 2. <u>Assignment</u>. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee all of the Assignor's right, title and interest in and to the Assigned Trademarks, including all registrations and applications therefor and the goodwill of the portion of the business of Assignor symbolized by the Assigned Trademarks.
- 3. <u>Terms of the Purchase Agreement</u>. Each of the Assignor and Assignee by its execution of this Assignment hereby acknowledges and agrees that neither the representations and warranties, nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment. In the event of any conflict between the Purchase Agreement and this Assignment, the terms of the Purchase Agreement shall control.

4. <u>Miscellaneous</u>.

- (a) <u>Headings</u>. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.
- (b) Governing Law. This Assignment shall be construed in accordance with, and governed in all respects by, the substantive Laws of the State of New York, USA (without giving effect to principles of conflicts of laws).

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- (c) <u>Counterparts</u>. This Assignment may be executed in two or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party hereto and delivered to the other party, it being understood that each party need not sign the same counterpart. This Assignment may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.
- (d) <u>Amendments</u>. This Assignment may be amended, modified or waived only in accordance with Section 8.7 of the Purchase Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment Agreement to be duly executed on its behalf, on the day and year first above written.

ASSIGNOR:

NTT AMERICA, INC.

Name: KirzyHIRO Capil

Title: PRESIDENT & CZŐ

ASSIGNEE:

THE ENDURANCE INTERNATIONAL GROUP, INC.

Ву:_____

Name: Title:

IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment Agreement to be duly executed on its behalf, on the day and year first above written.

ASSIGNOR:
NTT AMERICA, INC.
By:
Name:
Title:
ASSIGNEE:
THE ENDURANCE INTERNATIONA
GROUP, INC.
By: Wind Colly
Name: David Bryson
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Title: Chief Legal Officer

EXHIBIT A

Assigned Trademarks

Name of Trademark	f Trademark Description		Registered Entity Name
RAPIDSITE	Registration #2376971 – Class 42	Argentina	Rapidsite, Inc.
RAPIDSITE (& Design)	Registration #2375767 – Class 42	Argentina	Rapidsite, Inc.
VERIO	Registration #2562721 – Class 38	Argentina	Verio Inc.
VERIO	Registration #2562722 – Class 42	Argentina	Verio Inc.
HIWAY	Registration #757022 - Class 35,42	Australia	Hiway Technologies Inc
RAPIDSITE	Registration #757023 – Classes 35, 42	Australia	Rapidsite, Inc.
VERIO	Registration #843726- Classes 38, 42	Australia	Verio Inc.
VERIO	Registration #86888- C	Bolivia	Verio Inc.
VERIO	Registration #86887- C – Class 38	Bolivia	Verio Inc.
HIWAY	Registration #820637769	Brazil	Hiway Technologies, Inc.
RAPIDSITE (& Design)	Registration #82063922 – Class 42BR	Brazil	Rapidsite, Inc.
VERIO	Registration #824020260 – Class 38	Brazil	Verio Inc.
VERIO	Registration #824020278 – Class 42	Brazil	Verio Inc.
RAPIDSITE	Registration #TMA508,022	Canada	Verio Inc.
RAPIDSITE (& Design)	Registration #TMA526168 – Class 42	Canada	Verio Inc.
VERIO	Registration #588333 - Classes 38,42	Canada	Verio Inc.

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Name of Trademark	Description	Jurisdiction	Registered Entity Name
VIAVERIO	Standard Characters – Registration #TMA837563	Canada	Verio Inc.
VERIO	Registration #967423 – Classes 38,42	Chile	Verio Inc.
VERIO	Registration #253878 – Class 42	Colombia	Verio Inc.
VERIO	Registration #253878 – Class 38	Colombia	Verio Inc.
RAPIDSITE	Registration #1907807 – Classes 9, 37, 38, 42	CTM/Europe	Verio Inc.
VERIO	Registration #8831612	CTM/Europe	Verio Inc.
VERIO	Registration #5997 – Class 38	Ecuador	Verio Inc.
VERIO	Registration #5996 – Class 42	Ecuador	Verio Inc.
RAPIDSITE	Registration #B12226	Hong Kong/China	Rapidsite, Inc.
RAPIDSITE (& Design)	Registration #B12225 – Class 42	Hong Kong/China	Rapidsite, Inc.
RAPIDSITE	Registration #118622 – Class 42	Israel	Rapidsite, Inc.
RAPIDSITE (& Design)	Registration #118623 – Class 42	Israel	Rapidsite, Inc.
HIWAY	Registration #4493944 – Class 35	Japan	Hiway Technologies Incorporated
VERIO	Registration #4376972 – Classes 38, 42	Japan	Verio Inc.
VERIO	Registration #731209- Class 38	Mexico	Verio Inc.
VERIO	Registration #787454 – Class 42	Mexico	Verio Inc.
HIWAY	Registration #211839	Norway	Hiway Technologies Inc.
RAPIDSITE (& Design)	Registration #194375 – Class 42	Norway	Rapidsite Inc.
VERIO	Registration #244138 – Class 38	Paraguay	Verio Inc.
VERIO	Registration #244139 - Class 42	Paraguay	Verio Inc.

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Name of Trademark	Description	Jurisdiction	Registered Entity Name
VERIO	Registration #27835 – Class 38	Peru	Verio Inc.
VERIO	Registration #27901 - Class 38, 42, 45	Peru	Verio Inc.
HIWAY	Registration #53914 – Class 42	Republic of Korea	Verio Inc.
HIWAY	Registration #T98/04062J – Class 42	Singapore	Hiway Technologies, Inc.
RAPIDSITE	Registration #T98/04064G – Class 42	Singapore	Verio Inc.
RAPIDSITE (& Design)	Registration #T98/04063I	Singapore	Verio Inc.
HIWAY	Registration #474129 - Class 42	Switzerland	Hiway Technologies, Inc.
RAPIDSITE	Registration #509789 – Class 42	Switzerland	Rapidsite Inc.
RAPIDSITE (& Design)	Registration #466977 – Classes 35, 42	Switzerland	Rapidsite Inc.
HIWAY	Registration #00108057 – Class 42	Taiwan	Verio Inc.
RAPIDSITE	Registration #00108462 – Class 42	Taiwan	Verio Inc.
RAPIDSITE (& Design)	Registration #00108521 – Class 42	Taiwan	Verio Inc.
VERIO	Standard Characters - Registration #TM53962 – Class 42	Thailand	Verio Inc.
VERIO	Standard Characters - Registration #TM356916 – Class 09	Thailand	Verio Inc.
VERIO	Standard Characters - Registration #SM59417 – Class 38	Thailand	Verio Inc.
VERIO	Registration #EE99.0267 – Class	Tunisia	Verio Inc.

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Name of Trademark	Description	Jurisdiction	Registered Entity Name
	42		
VERIO	Registration #331776 – Classes 38, 42	Uruguay	Verio Inc.
INTELLISECURITY	Registration #2602672 – Class 42	USA	NTT America, Inc.
RAPIDSITE (& Design)	Stylized – Registration #2227201 – Class 42	USA	NTT America, Inc.
SIGNATURE HOSTING	Registration #2694806 – Classes 38, 42	USA	NTT America, Inc.
VERIO	Standard Characters – Registration #3722043 – Class 42	USA	NTT America, Inc.
VERIO	Stylized – Registration #2651480 – Classes 38, 42	USA	NTT America, Inc.
VERIO	Registration #2247878 – Classes 38, 42	USA	NTT America, Inc.
VIAVERIO	Registration #2665508 – Class 42	USA	NTT America, Inc.
VIAVERIO	Registration #2834953 – Class 38	USA	NTT America, Inc.
VIAVERIO	Registration #2780580 – Class 42	USA	NTT America, Inc.
RAPIDSITE	Registration #13.500	Venezuela	Rapidsite, Inc.
VERIO	Registration #S020038 – Class 38	Venezuela	Verio Inc.
VERIO	Registration #S050530 – Class 42	Venezuela	Verio Inc.

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RECORDED: 06/01/2015