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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM350764

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
World Wide Web Hosting, LLC		06/25/2015	LIMITED LIABILITY COMPANY: ARKANSAS

## **RECEIVING PARTY DATA**

Name:	HostGator.com LLC	
Street Address:	5005 Mitchellendale, Suite 100	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77092	
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA	

## **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4477155	APTHOST
Registration Number:	4414890	BACKSTAGE
Registration Number:	4486267	NODEL
Registration Number:	3754359	SITE5
Registration Number:	4414871	WEBSITE KNIGHT

## **CORRESPONDENCE DATA**

900333740

**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

ATTORNEY DOCKET NUMBER: 30615.007/RJE/LS	
NAME OF SUBMITTER: Robert J. English	
SIGNATURE:	/Robert J. English/
DATE SIGNED:	08/07/2015

# **Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is made and entered into as of June 25, 2015, by and between World Wide Web Hosting, LLC, an Arkansas limited liability company (the "<u>Assignor</u>") and HostGator.com LLC, a Florida limited liability company (the "<u>Assignee</u>").

WHEREAS, the Assignor, the Assignee, Bweeb, Inc., an Arkansas corporation, and solely for the purposes set forth in the Purchase Agreement (defined below), Ben Welch-Bolen and Joel Brown are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated June 25, 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. Miscellaneous.

(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).
- (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 11.6 of the Purchase Agreement.

[Signatures appear on the following page]

2

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:** 

WORLD WIDE WEB HOSTING-LLC

Name:

Title:

ASSIGNEE:

HOSTGATOR.COM LLC

DocuSigned by:

Name:

Title:

# **EXHIBIT A**

# **Assigned Trademarks**

Trademark	Reg. No.	Jurisdiction
BLUEFUR	TMA831,513	Canada
APTHOST	4,477,155	United States
BACKSTAGE	4,414,890	United States
NODEL	4,486,267	United States
Site5	3,754,359	United States
WEBSITE KNIGHT	4,414,871	United States

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**RECORDED: 08/07/2015**