TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM396016

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EGIP LLC		11/02/2015	Limited Liability Company: OHIO

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4026315	HOST EXCELLENCE	
Registration Number:	4070803	IX WEB HOSTING	

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: 114 West 47th Street

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Robert J. English
SIGNATURE:	/Robert J. English/
DATE SIGNED:	08/23/2016

Total Attachments: 5

source=IX - Trademark Assignment Agreement - Executed#page1.tif source=IX - Trademark Assignment Agreement - Executed#page2.tif

> **TRADEMARK** REEL: 005862 FRAME: 0553

900375701

source=IX - Trademark Assignment Agreement - Executed#page3.tif
source=IX - Trademark Assignment Agreement - Executed#page4.tif
source=IX - Trademark Assignment Agreement - Executed#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is made and entered into as of November 2, 2015, by and between EGIP, LLC, an Ohio limited liability company (the "<u>Assignor</u>") and The Endurance International Group, Inc., a Delaware corporation (the "<u>Assignee</u>").

WHEREAS, the Assignee, Ecommerce, LLC, an Ohio limited liability company ("<u>Ecommerce</u>"), Ecommerce Group, LLC, the sole member of Seller ("<u>EG</u>") and Fathi Said, as sole member of EG (together with Ecommerce and EG, the "<u>EG Parties</u>") are parties to that certain Asset Purchase Agreement (the "<u>Purchase Agreement</u>"), dated November 2, 2015;

WHEREAS, the EG Parties are Affiliates of Assignor;

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

WHEREAS, pursuant to the Purchase Agreement, Ecommerce agreed to cause Assignor to assign, transfer and deliver to the Assignee, and the Assignee agreed to acquire 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>Representations of Assignor</u>. Assignor is a wholly-owned subsidiary of EG; is duly organized, validly existing and in good standing in the jurisdiction of its organization; has good and marketable title, free of Liens, to the Assigned Trademarks; and has all requisite power and authority to own the Assigned Trademarks and to convey them to Assignee pursuant to this Assignment.
- 3. <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.
- 4. <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) <u>Governing Law</u>. 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>Recordation of Assignment</u>. Assignor and Assignee hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.
- (e) <u>Further Assurances</u>. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request to effectuate and implement this Assignment.

[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:
EGIP, LLC
By: Name: Title:
ASSIGNEE:
THE ENDURANCE INTERNATIONAL GROUP, INC.

Name: Hari Ravichand

Title: とそつ

EXHIBIT A

Assigned Trademarks

Name of Trademark	Description	Jurisdiction	Registered Entity Name
IX WEB HOSTING	Registration #4,070,803 – Class 42	United States	EGIP, LLC
HOST EXCELLENCE	Registration #4,026,315 – Class 42	United States	EGIP, LLC

ActiveUS 148915258v.5

RECORDED: 08/23/2016