

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426358

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STELLIGENT SYSTEMS, LLC		04/13/2017	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TORONTO DOMINION (TEXAS) LLC		
<b>Street Address:</b>	909 Fannin St Ste 1950		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77010-1007		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3557600	STELLIGENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048810470		
<i>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.</i>			
<b>Phone:</b>	404-817-8469		
<b>Email:</b>	linda.autrey@hklaw.com		
<b>Correspondent Name:</b>	Linda H. Autrey, Paralegal		
<b>Address Line 1:</b>	1180 West Peachtree St NW #1800		
<b>Address Line 2:</b>	Holland & Knight LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Linda Autrey		
<b>SIGNATURE:</b>	/Linda Autrey/		
<b>DATE SIGNED:</b>	05/05/2017		
<b>Total Attachments: 5</b>			
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## **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement ("Agreement") is entered into as of April 13, 2017, by and between STELLIGENT SYSTEMS LLC, a Virginia limited liability company (the "Grantor"), the other Grantors party to the Security Agreement from time to time (as hereinafter defined) (the "Other Grantors"), and Toronto Dominion (Texas) LLC (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement dated as of February 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Hosting.Com, Inc., a Delaware corporation, the Lenders party thereto and the Administrative Agent.

### **RECITALS:**

A. The Other Grantors and the Administrative Agent on behalf of the Secured Parties have entered into that certain Subsidiary Security Agreement dated as of February 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including, without limitation, as supplemented by the Joinder as hereinafter defined, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Subsidiary Security Agreement Supplement dated as of April 13, 2017 (the "Joinder"), pursuant to which Grantor became a party to the Security Agreement, as a "Grantor".

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantor (except to the extent constituting Excluded Collateral), including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, excluding such property to the extent constituting Excluded Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter created, acquired or reacquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely

during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

(2) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement and is not intended to increase the rights of the Administrative Agent or the obligations of the Grantor beyond the rights and obligations contained in the Security Agreement. Notwithstanding any other provisions set forth in this Agreement, no security interest or Lien is hereby granted in any Excluded Collateral.

Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

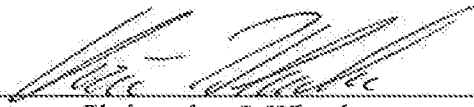
This Agreement shall terminate upon the termination of the Security Agreement. At any time from time to time prior to such termination, the Administrative Agent may, in accordance with the terms of the Security Agreement, terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Trademark Collateral. Upon termination of this Agreement and following a request from the Grantor, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all deeds, releases and other instruments as the Grantor may reasonably request in order to evidence such termination.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first written above.

**GRANTOR:**

**STELLIGENT SYSTEMS LLC**

By:   
Name: Christopher J. Wheeler  
Title: Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**TORONTO DOMINION (TEXAS) LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first written above.


**GRANTOR:**

**STELLIGENT SYSTEMS LLC**

By: \_\_\_\_\_  
Name: Christopher J. Wheeler  
Title: Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**TORONTO DOMINION (TEXAS) LLC**

By:                       
Name:           WALLACE WONG            
Title:           AUTHORIZED SIGNATORY

**Schedule 1**  
**to**  
**Trademark Security Agreement**

**U.S. TRADEMARKS**

<b>Owner of Record</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date</b>	<b>Goods/ Services</b>
Stelligent Systems LLC	STELLIGENT	U.S. Reg. No. 3,557,600	6/25/06	Process management services, in the field of software development and process assessment services namely, quantifying software construction, examining development practices and software delivery; process assessment services, namely quantifying software construction, examining development practices and software delivery tools in the nature of quantifying aspects of software development.