

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430172

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900405567

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NTIRETY, INC.		02/28/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<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
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3624961	DATABASE ADMINISTRATION AS A SERVICE
Registration Number:	4160862	NSUREDB
Registration Number:	4663443	NTIRETY
Registration Number:	2921404	NTIRETY
Registration Number:	4670673	NTIRETY A DIVISION OF HOSTING
Registration Number:	3851321	NTRUST
Registration Number:	4205372	OPTIMIZEDB
Registration Number:	4840225	DATABASE ADMINISTRATION AS A SERVICE
Registration Number:	4243826	MANAGEDB

## CORRESPONDENCE DATA

Fax Number: 4048810470

*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: 404-817-8469

Email: linda.autrey@hklaw.com

Correspondent Name: Linda H. Autrey

Address Line 1: 1180 West Peachtree Street, Suite 1800

Address Line 4: Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	131239.00003
<b>NAME OF SUBMITTER:</b>	Linda H. Autrey
<b>SIGNATURE:</b>	/Linda H. Autrey/
<b>DATE SIGNED:</b>	06/06/2017

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is entered into as of February 28, 2017, by and between NTIRETY, INC., a Delaware corporation (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 Grantor, 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, 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. 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.

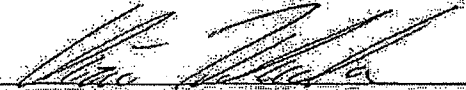
This Agreement shall terminate upon the termination of the Security Agreement. At any time from time to time prior to such termination, the Administrative Agent may, in accordance with the terms of the Security Agreement, terminate its security interest in or reconvey to the Grantor any rights with respect 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:**

**NTIRETY, INC.**

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

**ADMINISTRATIVE AGENT:**

**TORONTO DOMINION (TEXAS) LLC**



By:   
Name: ALICE MARE  
Title: AUTHORIZED SIGNATORY

[HOSTING - SUBSIDIARY TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006071 FRAME: 0239**

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

**U.S. TRADEMARKS**

Owner of Record	Trademark	Application or Registration No.	Filing Date	Goods/ Services
NTIRETY, Inc.	DATABASE ADMINISTRATION AS A SERVICE	U.S. Reg. No. 3,624,961	12/12/2008	Database administration for others, namely, database management, in Class 35
NTIRETY, Inc.	NSUREDB	U.S. Reg. No. 4,160,862	10/20/2011	Database administration for others, namely, database management, in Class 35
NTIRETY, Inc.	NTIRETY	U.S. Reg. No. 4,663,443	5/20/2014	Computerized database management, in Class 35
NTIRETY, Inc.		U.S. Reg. No. 2,921,404	11/6/2001	Computerized database management, in Class 35
NTIRETY, Inc.		U.S. Reg. No. 4,670,673	5/20/2014	Computerized database management, in Class 35

Owner of Record	Trademark	Application or Registration No.	Filing Date	Goods/ Services
NTIRETY, Inc.	NTRUST	U.S. Reg. No. 3,851,321	8/3/2009	Database administration for others, namely, database management, in Class 35
NTIRETY, Inc.	OPTIMIZEDDB	U.S. Reg. No. 4,205,372	2/1/2012	Database administration for others, namely, database management, in Class 35
NTIRETY, Inc.	DATABASE ADMINISTRATION AS A SERVICE	U.S. Reg. No. 4,840,225	2/16/2015	Database management, in Class 35
NTIRETY, Inc.	MANAGEDDB	U.S. Reg. No. 4,243,826	11/13/2012	Database administration for others, namely, database management, in Class 35