

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490398

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DONUTS, INC.		09/17/2018	Corporation: DELAWARE
RIGHTSIDE GROUP, LTD.		09/17/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	HPS Investment Partners, LLC, as Collateral Agent
<b>Street Address:</b>	40 West 57th Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	87945293	BLINK
Registration Number:	4491466	DONUTS
Registration Number:	4502837	DONUTS
Registration Number:	4584084	THERE'S A TLD FOR THAT
Registration Number:	4804038	WELCOME TO THE NOT COM REVOLUTION
Registration Number:	4637160	D
Registration Number:	4935189	I AM . _____
Registration Number:	4984779	WE ARE . _____
Registration Number:	5045223	BEARGLECORN
Registration Number:	5045224	
Registration Number:	4512880	DOMAIN PROTECTED MARKS LIST
Registration Number:	4565689	DOMAIN PROTECTED MARKS LIST
Registration Number:	4561594	DOMAIN PROTECTED MARKS LIST
Registration Number:	4512878	DPML
Registration Number:	4570113	DPML
Registration Number:	4512879	DPML
Registration Number:	4982195	HACK THE DOT
Registration Number:	3853435	NAME

CH \$890.00 87945293

Property Type	Number	Word Mark
Registration Number:	3813708	NAME.COM
Registration Number:	3810540	NAME.COM
Registration Number:	4647791	RIGHTSIDE
Registration Number:	4654095	RIGHTSIDE
Registration Number:	4654096	RIGHTSIDE
Registration Number:	4647792	RIGHTSIDE
Registration Number:	4651528	RIGHTSIDE
Registration Number:	4647940	RIGHTSIDE
Registration Number:	4654170	RIGHTSIDE
Registration Number:	4654171	RIGHTSIDE
Registration Number:	4647941	RIGHTSIDE
Registration Number:	4651631	RIGHTSIDE
Registration Number:	4748835	RIGHT SIDE
Registration Number:	4676468	RIGHT SIDE
Registration Number:	4682785	RIGHT SIDE
Registration Number:	4748836	RIGHT SIDE
Registration Number:	4867570	RIGHT SIDE

**CORRESPONDENCE DATA**

**Fax Number:** 2028357586  
**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:** 202-835-7500  
**Email:** dcip@milbank.com  
**Correspondent Name:** Kristin Yohannan, Esq.  
**Address Line 1:** 1850 K Street, NW, Suite 1100  
**Address Line 2:** Milbank, Tweed, Hadley & McCloy, LLP  
**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	34408.04200
<b>NAME OF SUBMITTER:</b>	Kristin L. Yohannan
<b>SIGNATURE:</b>	/s/ Kristin L. Yohannan
<b>DATE SIGNED:</b>	09/18/2018

**Total Attachments: 7**  
source=08 - Donuts - Trademark Security Agreement#page1.tif  
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source=08 - Donuts - Trademark Security Agreement#page7.tif

## Execution Version

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 17, 2018 (this "Security Agreement"), is made by each of the undersigned (each, a "Grantor" and, collectively, the "Grantors"), in favor of HPS INVESTMENT PARTNERS, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, DONUTS, INC., a Delaware corporation (the "Borrower") and DTLTD Parent, Inc. ("Holdings") have entered into that certain Credit Agreement dated as of September 17, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, the Borrower, the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain of the Borrower's Subsidiaries have entered into that certain Guaranty and Security Agreement dated as of September 17, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

**Section 1** **Defined Term**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2** **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, grants and collaterally assigns to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor in all trademarks, service marks, slogans, logos, certification marks, trade dress, corporate names, business names, fictitious business names, trade names and other source or business identifiers, whether registered or unregistered, owned by such Grantor and all registrations and applications for the foregoing owned by such Grantor, including, without limitation, the registrations and applications referred to in Schedule I hereto (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, owned by such Grantor), and all goodwill associated therewith, now existing or hereafter acquired by such Grantor, together with any and all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, and renewals thereof, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the

extent, if any, that, and solely during the period, if any, in which, the grant or attachment of a security interest therein would impair the validity or enforceability or result in the cancellation or voiding of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law (the "Trademark Collateral").

**Section 3**     **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**     **Termination.** This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

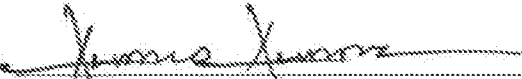
**Section 5**     **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**Section 6**     **Governing Law.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

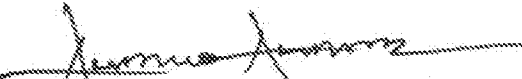
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DONUTS INC.**

By:   
Name: Alvaro Alvarez  
Title: Senior Vice President, General  
Counsel and Secretary

**RIGHTSIDE GROUP, LTD.**

By:   
Name: Alvaro Alvarez  
Title: Vice President and Secretary

Acknowledged and Agreed to as of the date hereof:

**COLLATERAL AGENT:**

HPS INVESTMENT PARTNERS, LLC

By: \_\_\_\_\_

Name:

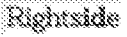
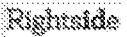
Title:

A handwritten signature in black ink, appearing to be 'Mr. [unclear]', is written over the signature line and extends upwards into the 'Name:' field.

**SCHEDULE I**

**Trademarks**

<b>Mark</b>	<b>Status</b>	<b>Class</b>	<b>App/Reg. No.</b>	<b>App./Reg. Date</b>	<b>Owner</b>
BLINK	Pending	35, 38, 42	87/945293 / NA	6/1/2018 / NA	Donuts Inc.
DONUTS	Granted	45	85/309,287 / 4491466	5/1/2011 / 3/4/2014	Donuts Inc.
DONUTS and design	Granted	45	85/801,950 / 4502837	12/13/2012 / 3/25/2014	Donuts Inc.
THERE'S A TLD FOR THAT	Granted	45	86/160,869 / 4584084	1/8/2014 / 8/12/2014	Donuts Inc.
WELCOME TO THE NOT COM REVOLUTION	Granted	42	86/520,507 / 4804038	1/31/2015 / 9/1/2015	Donuts Inc.
D and design	Granted	42	86/249,134 / 4637160	4/10/2014 / 11/11/2014	Donuts Inc.
I AM. _____	Granted	35	86/584,373 / 4935189	4/1/2015 / 4/12/2016	Donuts Inc.
WE ARE. _____	Granted	35	86/584,386 / 4984779	4/1/2015 / 6/21/2016	Donuts Inc.
BEARGLECORN	Granted	42, 45	86905151 / 5045223	2/11/2016 / 9/20/2016	Rightside Group, Ltd.
BEAGLECORN Logo 	Granted	42, 45	86905155 / 5045224	2/11/2016 / 9/20/2016	Rightside Group, Ltd.
DOMAIN PROTECTED MARKS LIST	Granted	35	85933410 / 4512880	5/15/2013 / 4/8/2014	Rightside Group, Ltd.

Mark	Status	Class	App/Reg. No.	App/Reg. Date	Owner
DOMAIN PROTECTED MARKS LIST	Granted	42	85933411 / 4565689	5/15/2013 / 7/8/2014	Rightside Group, Ltd.
DOMAIN PROTECTED MARKS LIST	Granted	45	85933412 / 4561594	5/15/2013 / 7/1/2014	Rightside Group, Ltd.
DPML	Granted	35	85933405 / 4512878	5/15/2013 / 4/8/2014	Rightside Group, Ltd.
DPML	Granted	42	85933407 / 4570113	5/15/2013 / 7/15/2014	Rightside Group, Ltd.
DPML	Granted	45	85933408 / 4512879	5/15/2013 / 4/8/2014	Rightside Group, Ltd.
HACK THE DOT	Granted	35, 41	86763462 / 4982195	9/21/2015 / 6/21/2016	Rightside Group, Ltd.
NAME	Granted	35	77941368 / 3853435	2/22/2010 / 9/28/2010	Rightside Group, Ltd.
NAME.COM	Granted	45	77868548 / 3813708	11/9/2009 / 7/6/2010	Rightside Group, Ltd.
NAME.COM	Granted	35	77868490 / 38 10540	11/9/2009 / 6/29/2010	Rightside Group, Ltd.
RIGHTSIDE	Granted	35	86093424 / 4647791	10/16/2013 / 12/2/2014	Rightside Group, Ltd.
RIGHTSIDE	Granted	38	86093430 / 4654095	10/16/2013 / 12/9/2014	Rightside Group, Ltd.
RIGHTSIDE	Granted	42	86093431 / 4654096	10/16/2013 / 12/9/2014	Rightside Group, Ltd.
RIGHTSIDE	Granted	42	86093434 / 4647792	10/16/2013 / 12/2/2014	Rightside Group, Ltd.
RIGHTSIDE	Granted	45	86093436 / 4651528	10/16/2013 / 12/9/2014	Rightside Group, Ltd.
RIGHTSIDE (stylized) 	Granted	35	86118836 / 4647940	11/14/2013 / 12/2/2014	Rightside Group, Ltd.
RIGHTSIDE (stylized) 	Granted	38	86118839 / 4654170	11/14/2013 / 12/9/2014	Rightside Group, Ltd.



Mark	Status	Class	App/Reg. No.	App/Reg. Date	Owner
RIGHTSIDE (stylized) 	Granted	42	86118842 / 4654171	11/14/2013 / 12/9/2014	Rightside Group, Ltd.
RIGHTSIDE (stylized) 	Granted	42	86118845 / 4647941	11/14/2013 / 12/2/2014	Rightside Group, Ltd.
RIGHTSIDE (stylized) 	Granted	45	86118849 / 4651631	11/14/2013 / 12/9/2014	Rightside Group, Ltd.
RIGHTSIDE Logo 	Granted	35	86118815 / 4748835	11/14/2013 / 6/2/2015	Rightside Group, Ltd.
RIGHTSIDE Logo 	Granted	38	86118823 / 4676468	11/14/2013 / 1/20/2015	Rightside Group, Ltd.
RIGHTSIDE Logo 	Granted	42	86118826 / 4682785	11/14/2013 / 2/3/2015	Rightside Group, Ltd.
RIGHTSIDE Logo 	Granted	42	86118829 / 4748836	11/14/2013 / 6/2/2015	Rightside Group, Ltd.
RIGHTSIDE Logo 	Granted	45	86118833 / 4867570	11/14/2013 / 12/8/2015	Rightside Group, Ltd.