

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490479

| | | | |
|---|----------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ENTITY CONVERSION | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| cPanel, Inc. | | 08/16/2018 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | cPanel, LLC | | |
| Street Address: | 2550 North Loop W, Suite 4006 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77092 | | |
| Entity Type: | Limited Liability Company: TEXAS | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87573053 | CPAY | |
| Serial Number: | 87813605 | DNSONLY | |
| Serial Number: | 87410710 | CPANEL SOLO | |
| Registration Number: | 4954403 | CPANEL & WHM | |
| Registration Number: | 5010984 | CPANEL | |
| Registration Number: | 3290579 | CP | |
| Registration Number: | 3246206 | WEBHOST MANAGER | |
| Registration Number: | 3058679 | CPANEL | |
| Registration Number: | 3282420 | WHM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2026725399 | | |
| <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> | | | |
| Phone: | 214-999-4344 | | |
| Email: | ipdocketing@foley.com | | |
| Correspondent Name: | Michael W. Dubner | | |
| Address Line 1: | Foley & Lardner LLP | | |
| Address Line 2: | 3000 K Street, N.W. Suite 600 | | |
| Address Line 4: | Washington, D.C. 20007-5109 | | |
| ATTORNEY DOCKET NUMBER: | 119445-0102 | | |

OP \$240.00 87573053

| | |
|---|---------------------|
| NAME OF SUBMITTER: | Michael W. Dubner |
| SIGNATURE: | /Michael W. Dubner/ |
| DATE SIGNED: | 09/18/2018 |
| Total Attachments: 7 source=cPanel, Inc - FILED Certificate of Conversion to cPanel, LLC 4840-6432-9328 1#page1.tif source=cPanel, Inc - FILED Certificate of Conversion to cPanel, LLC 4840-6432-9328 1#page2.tif source=cPanel, Inc - FILED Certificate of Conversion to cPanel, LLC 4840-6432-9328 1#page3.tif source=cPanel, Inc - FILED Certificate of Conversion to cPanel, LLC 4840-6432-9328 1#page4.tif source=cPanel, Inc - FILED Certificate of Conversion to cPanel, LLC 4840-6432-9328 1#page5.tif source=cPanel, Inc - FILED Certificate of Conversion to cPanel, LLC 4840-6432-9328 1#page6.tif source=cPanel, Inc - FILED Certificate of Conversion to cPanel, LLC 4840-6432-9328 1#page7.tif | |



Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

cPanel, Inc.
File Number: 801171224

Converting it to

cPanel, LLC
File Number: 803094671

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 08/16/2018

Effective: 08/16/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

cPanel, LLC
File Number: 803094671

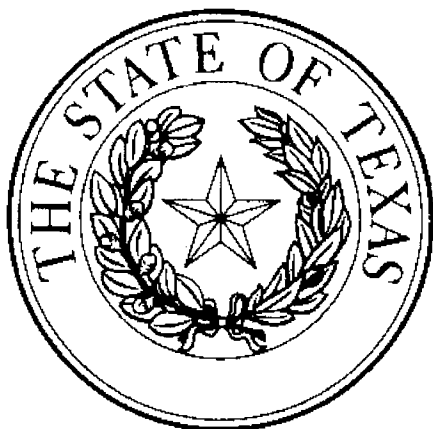
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/16/2018

Effective: 08/16/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

**CERTIFICATE OF CONVERSION
OF
CPANEL, INC.
(A Texas Corporation)
INTO
CPANEL, LLC
(A Texas Limited Liability Company)**

FILED
In the Office of the
Secretary of State of Texas
AUG 16 2018
Corporations Section

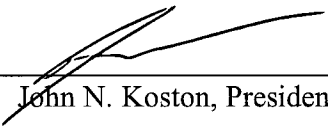
1. The name of the converting corporation (the “**Corporation**”) is cPanel, Inc.
2. The jurisdiction of formation of the Corporation is Texas.
3. The date of formation of the Corporation is September 16, 2009.
4. The file number, if any, issued to the Corporation by the Secretary of State is 801171224.
5. The Corporation is converting to a limited liability company. The name of the limited liability company (the “**Company**”) is cPanel, LLC.
6. The Company will be formed under the laws of Texas.
7. The Corporation certifies to the following statements:
 - (a) A signed plan of conversion is on file at the principal place of business of the Corporation, the converting entity. The address of the principal place of business of the Corporation is 2550 North Loop W, Suite 4006, Houston, TX 77092.
 - (b) A signed plan of conversion will be on file after the conversion at the principal place of business of the Company, the converted entity. The address of the principal place of business of the Company is 2550 North Loop W, Suite 4006, Houston, TX 77092.
 - (c) A copy of the plan of conversion will be furnished on written request without cost by the Corporation before the conversion or by the Company after the conversion to any shareholder of the Corporation or member of the Company.
8. The converted entity is a Texas limited liability company. The certificate of formation of the Texas limited liability company is attached to this Certificate as an attachment.
9. The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the Corporation.
10. This document becomes effective when the document is accepted and filed by the Texas Secretary of State.
11. In lieu of providing the tax certificate, the Company, as the converted entity, is liable for the payment of any franchise taxes.

TRADEMARK
REEL: 006440 FRAME: 0560

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

EXECUTED this 16th day of August, 2018.

CPANEL, INC.

By: 
John N. Koston, President

**CERTIFICATE OF FORMATION
OF
CPANEL, LLC**

**FILED
In the Office of the
Secretary of State of Texas
AUG 16 2018
Corporations Section**

This entity is being created pursuant to a Plan of Conversion whereby cPanel, Inc., a Texas corporation, located at 2550 North Loop W, Suite 4006, Houston, Texas 77092, and originally formed on September 16, 2009, is being converted into a Texas limited liability company by the name of cPanel, LLC (the “Company”) under the Texas Business Organizations Code (the “TBOC”).

1. **Name.** The name of the Company is cPanel, LLC.
2. **Type of Entity.** The type of entity being formed is a limited liability company.
3. **Purpose.** The purpose for which the Company is organized is to engage in the transaction of any and all lawful business for which limited liability companies may be organized under the TBOC.
4. **Registered Office and Agent.** The street address of the initial registered office of the Company is 2550 North Loop W, Suite 4006, Houston, Texas 77092, and the name of its initial registered agent at such address is Cassie Withrow.
5. **Managers.** The Company is to be managed by one or more managers. The number of initial managers, who shall serve as managers until the first annual meeting of members of the Company or until their successors are duly elected, shall be one. The name and address of the initial manager are as follows:

| Name | Address |
|----------------|---|
| John N. Koston | 2550 North Loop W, Suite 4006 Houston, Texas 77092 |

6. **Indemnification.** The Company shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was a manager or officer of the Company or (ii) while a manager or officer of the Company, is or was serving at the request of the Company as a director, manager, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a limited liability company may grant indemnification to a manager or officer under the TBOC, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any manager or officer who is elected and accepts the position of manager or officer of the Company or elects to continue to serve as a manager or officer of the Company while this Section 6 is in effect. Any repeal or amendment of this Section 6 shall be prospective only and shall not limit the rights of any such manager or officer or the obligations of the Company with respect to any claim arising from or related to the services of such manager or officer in any of the foregoing capacities prior to any such

repeal or amendment of this Section 6. Such right shall include the right to be paid or reimbursed by the Company for expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the TBOC, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Company within 90 days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the TBOC, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its managers or any committee thereof, special legal counsel, or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Company (including its managers or any committee thereof, special legal counsel, or members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, regulation, resolution of members or managers, agreement, or otherwise.

The Company may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law.

To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Section 6 shall extend to proceedings involving the negligence of such person.

The Company shall have no obligation to fund indemnification of any person to the extent the liability is covered by insurance. The Company's obligation to fund indemnification of any person shall commence only after all available insurance has been exhausted.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

7. **Voting.** Any action of the Company which, under the provisions of the TBOC or any other applicable law, is required to be authorized or approved by the members holding any specified percentage which is less than or in excess of the percentage required by the Company Agreement shall, notwithstanding any law, be deemed effectively and properly authorized or approved if authorized or approved by the vote required under the Company Agreement.

8. **Limitation of Liability.** To the fullest extent permitted by applicable law, a manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this Section 8 does not

eliminate or limit the liability of a manager of the Company to the extent the manager is found liable for:

- (a) a breach of the manager's duty of loyalty to the Company or its members;
- (b) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or
- (d) an act or omission for which the liability of a manager is expressly provided by an applicable statute.

Any repeal or amendment of this Section 8 by the members of the Company shall be prospective only and shall not adversely affect any limitation on the personal liability of a manager of the Company arising from an act or omission occurring prior to the time of such repeal or amendment. In addition to the circumstances in which a manager of the Company is not personally liable as set forth in the foregoing provisions of this Section 8, a manager shall not be liable to the Company or its members to such further extent as permitted by any law hereafter enacted, including without limitation any subsequent amendment to the TBOC.

9. **Company Agreement.** The initial members of the Company will adopt a Company Agreement which will set forth the provisions for the regulation and management of the affairs of the Company. Any person or entity that acquires a membership interest in the Company will be bound by the provisions of the Company Agreement, notwithstanding the fact that such person has not executed such Company Agreement or a separate written instrument pursuant to which it agrees to be bound by the provisions thereof.