

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI173056

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST GRANTED IN TRADEMARK SECURITY AGREEMENT_SECOND LIEN PLEDGE-CPANEL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TMF Trustee Limited		07/29/2023	Limited Liability Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	CPANEL, LLC		
<b>Street Address:</b>	2550 North Loop W., Suite 4006		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77092		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78825798	CP	
<b>Serial Number:</b>	86670252	CPANEL & WHM	
<b>Serial Number:</b>	78303244	CPANEL	
<b>Serial Number:</b>	87813605	DNSONLY	
<b>Serial Number:</b>	78609742	WEBHOST MANAGER	
<b>Serial Number:</b>	78609773	WHM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>	9497600404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Linda Liu		
<b>Address Line 1:</b>	2040 Main Street, 14th Fl		
<b>Address Line 2:</b>	KNOBBE MARTENS		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	BEIT005.003TUS		
<b>NAME OF SUBMITTER:</b>	SARAH COUVILLION		

OP \$165.00.00 78825798

<b>SIGNATURE:</b>	SARAH COUVILLION
<b>DATE SIGNED:</b>	04/17/2024
<b>Total Attachments: 34</b> source=Deed of Release (29 July 2023)-redacted#page1.tif source=Deed of Release (29 July 2023)-redacted#page2.tif source=Deed of Release (29 July 2023)-redacted#page3.tif source=Deed of Release (29 July 2023)-redacted#page4.tif source=Deed of Release (29 July 2023)-redacted#page5.tif source=Deed of Release (29 July 2023)-redacted#page6.tif source=Deed of Release (29 July 2023)-redacted#page7.tif source=Deed of Release (29 July 2023)-redacted#page8.tif source=Deed of Release (29 July 2023)-redacted#page9.tif source=Deed of Release (29 July 2023)-redacted#page10.tif source=Deed of Release (29 July 2023)-redacted#page11.tif source=Deed of Release (29 July 2023)-redacted#page12.tif source=Deed of Release (29 July 2023)-redacted#page13.tif source=Deed of Release (29 July 2023)-redacted#page14.tif source=Deed of Release (29 July 2023)-redacted#page15.tif source=Deed of Release (29 July 2023)-redacted#page16.tif source=Deed of Release (29 July 2023)-redacted#page17.tif source=Deed of Release (29 July 2023)-redacted#page18.tif source=Deed of Release (29 July 2023)-redacted#page19.tif source=Deed of Release (29 July 2023)-redacted#page20.tif source=Deed of Release (29 July 2023)-redacted#page21.tif source=Deed of Release (29 July 2023)-redacted#page22.tif source=Deed of Release (29 July 2023)-redacted#page23.tif source=Deed of Release (29 July 2023)-redacted#page24.tif source=Deed of Release (29 July 2023)-redacted#page25.tif source=Deed of Release (29 July 2023)-redacted#page26.tif source=Deed of Release (29 July 2023)-redacted#page27.tif source=Deed of Release (29 July 2023)-redacted#page28.tif source=Deed of Release (29 July 2023)-redacted#page29.tif source=Deed of Release (29 July 2023)-redacted#page30.tif source=Deed of Release (29 July 2023)-redacted#page31.tif source=Deed of Release (29 July 2023)-redacted#page32.tif source=Deed of Release (29 July 2023)-redacted#page33.tif source=Deed of Release (29 July 2023)-redacted#page34.tif	

**DEED OF RELEASE**

**dated 29 July 2023**

**between**

**TMF Global Services (UK) Limited**  
as Administrative Agent

**TMF Trustee Limited**  
as Collateral Agent

**and**

**the Chargors listed herein**

**relating to security over  
the assets specified herein**

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**MILBANK LLP**  
**London**

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**THIS DEED** is made on 29 July 2023

**BETWEEN:**

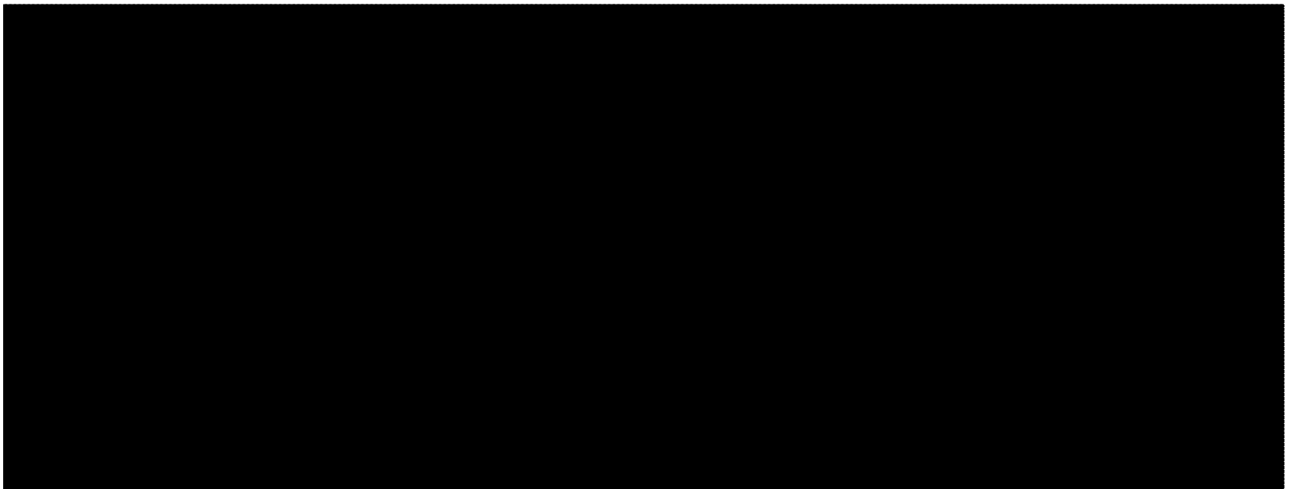
- (1) Particle Investments S.à r.l., a private limited liability company (*société à responsabilité limitée*), having its registered office address at 14 rue Robert Stümper L - 2557 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under number B241080, Particle Luxembourg S.à r.l. a private limited liability company (*société à responsabilité limitée*), having its registered office address at 14 rue Robert Stümper L - 2557 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under number B240939, Plesk International GmbH, Particle US LLC, Webpros US Bidco Inc., CPANEL, LLC, Webpros Bidco UK Limited, and WHMCS Limited (the “**Chargors**”);
- (2) TMF Global Services (UK) Limited (the “**Administrative Agent**”); and
- (3) TMF Trustee Limited (the “**Collateral Agent**”).

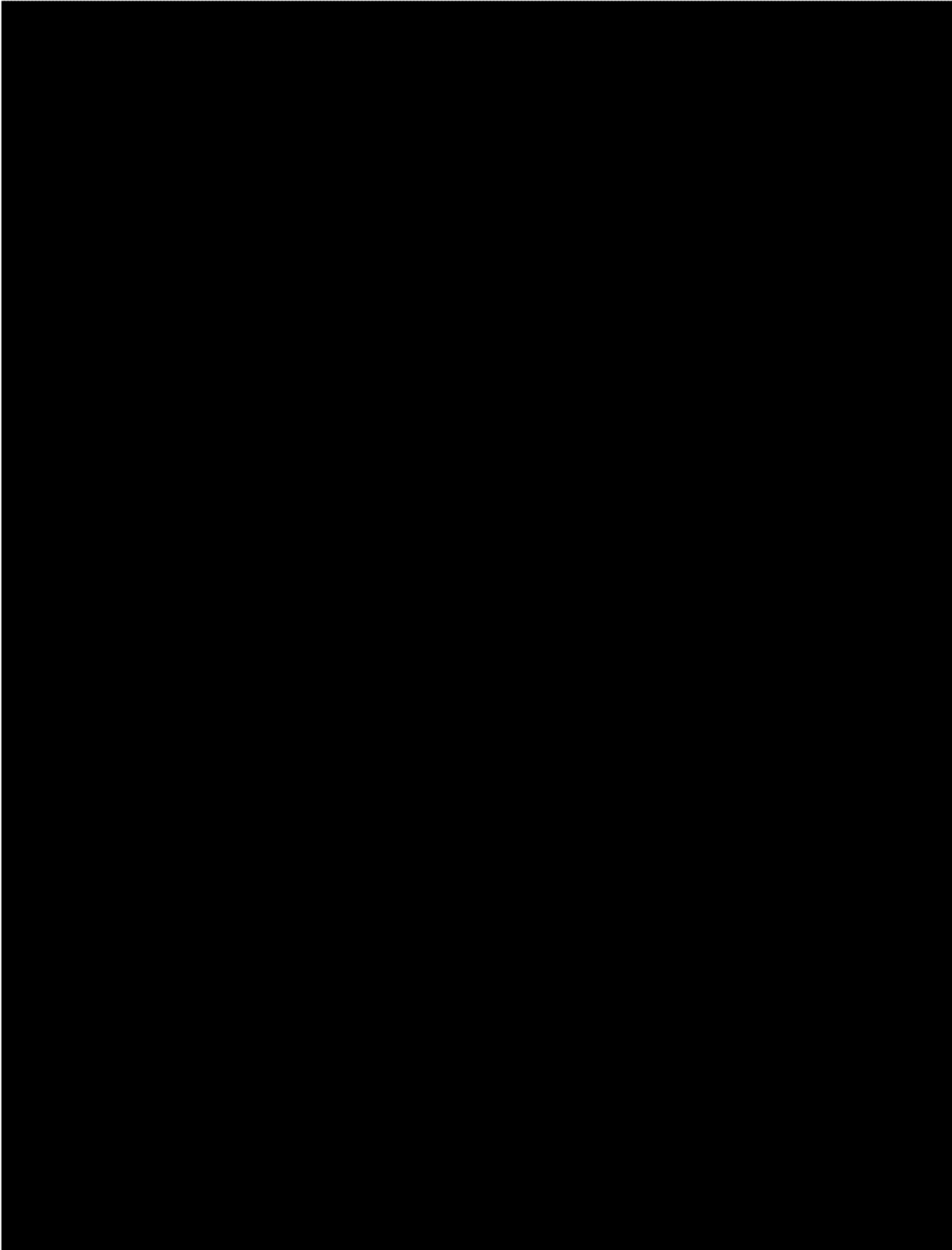
**BACKGROUND:**

- (A) Pursuant to the Security Agreements, the Chargors granted certain security interests in respect of the Security Assets in favour of the Collateral Agent in connection with the Facility Agreement.
- (B) The Borrower has notified the Administrative Agent that all amounts outstanding under the Facility Agreement and the other Loan Documents are to be paid in full and has entered into the Pay-Off Letter in order (among other things) to (i) record the agreed arrangements with respect to the payment of such amounts and (ii) establish the time at which, pursuant to this Deed, the Security Assets will be released from the security interests created by the Security Agreements.

**IT IS AGREED** as follows:

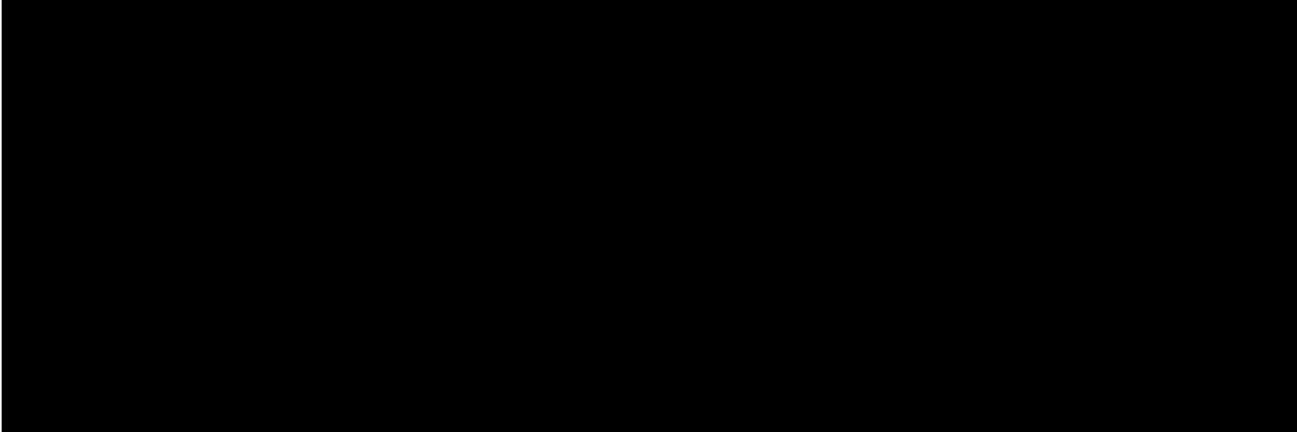
1. **INTERPRETATION**



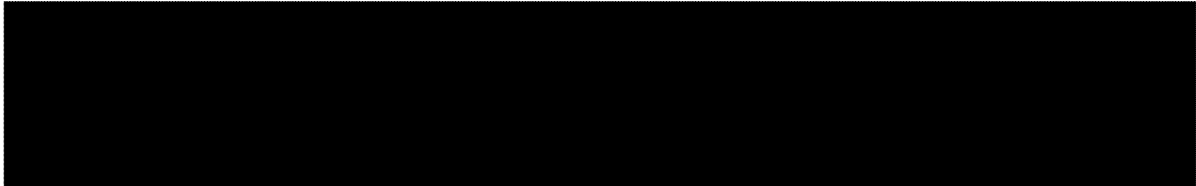




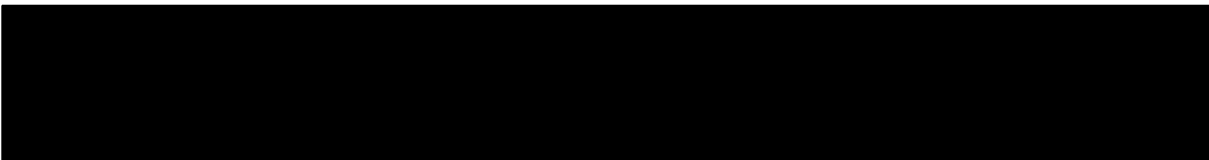
“**Swiss IP Pledge Agreement**” has the meaning given to it in part 3 of Schedule 1 (*Security Agreement and Released Assets*).



“**Swiss Security Assets**” means:

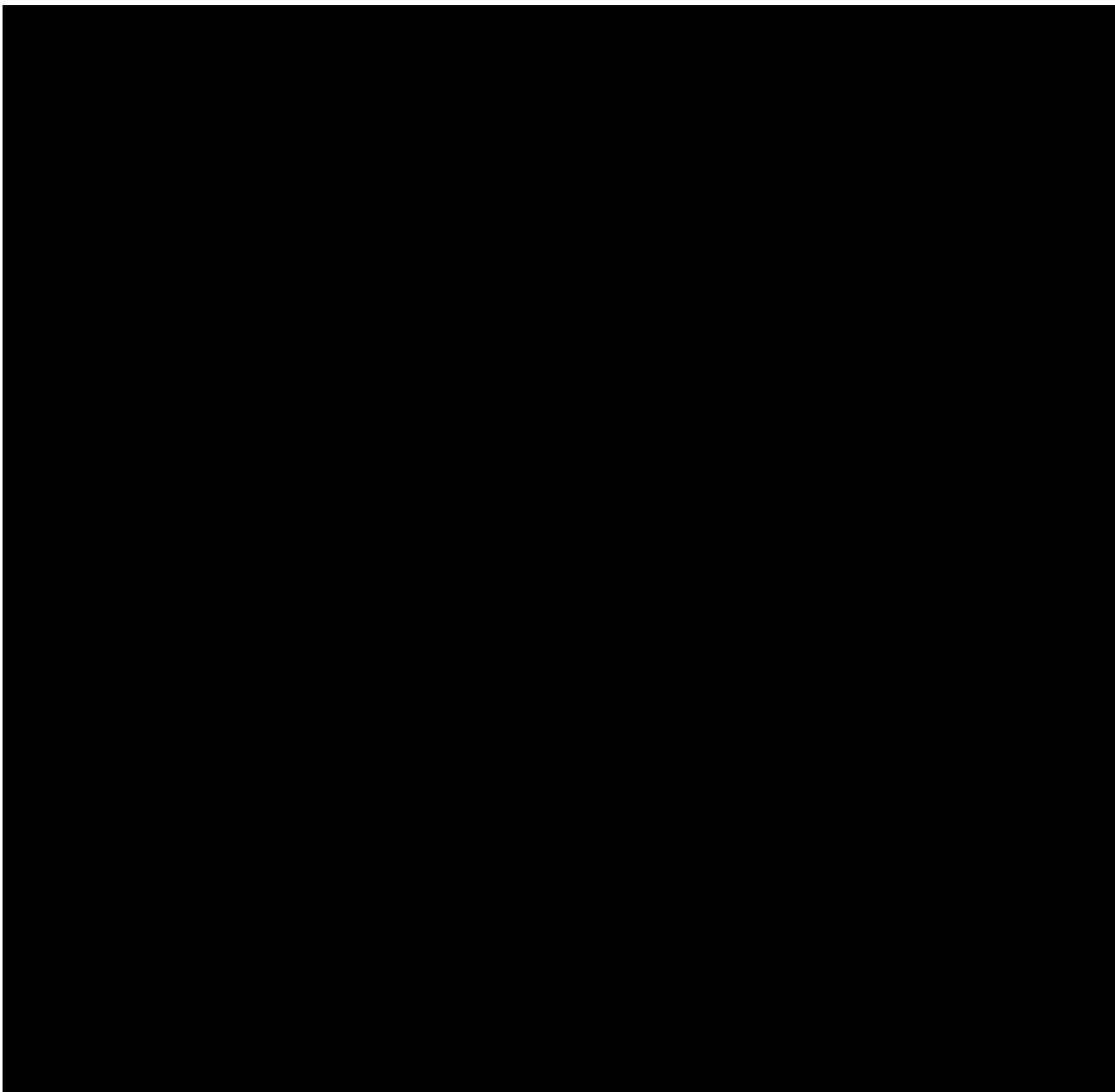


(c) the Pledged Assets under and as defined in the Swiss IP Pledge Agreement; and

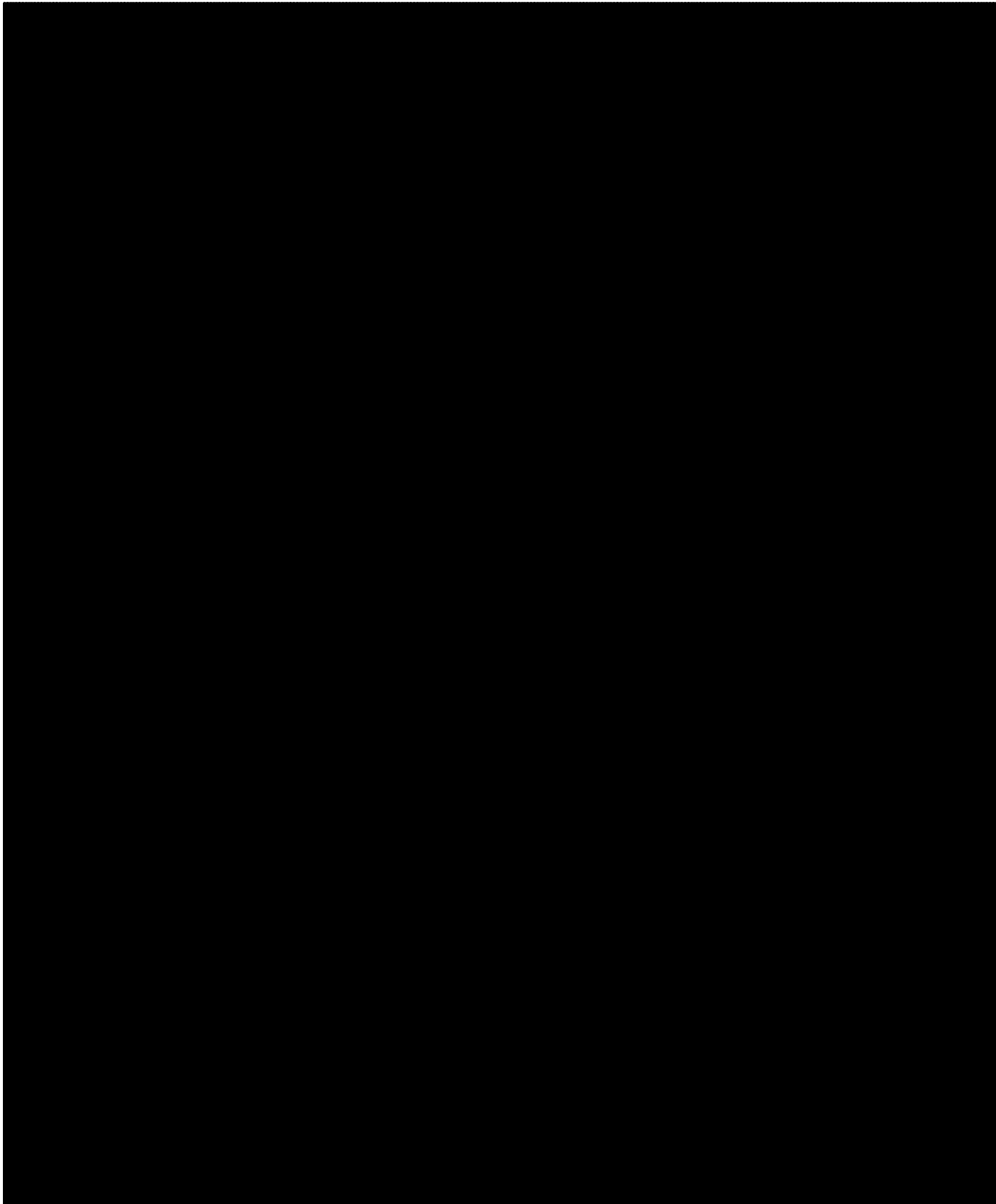


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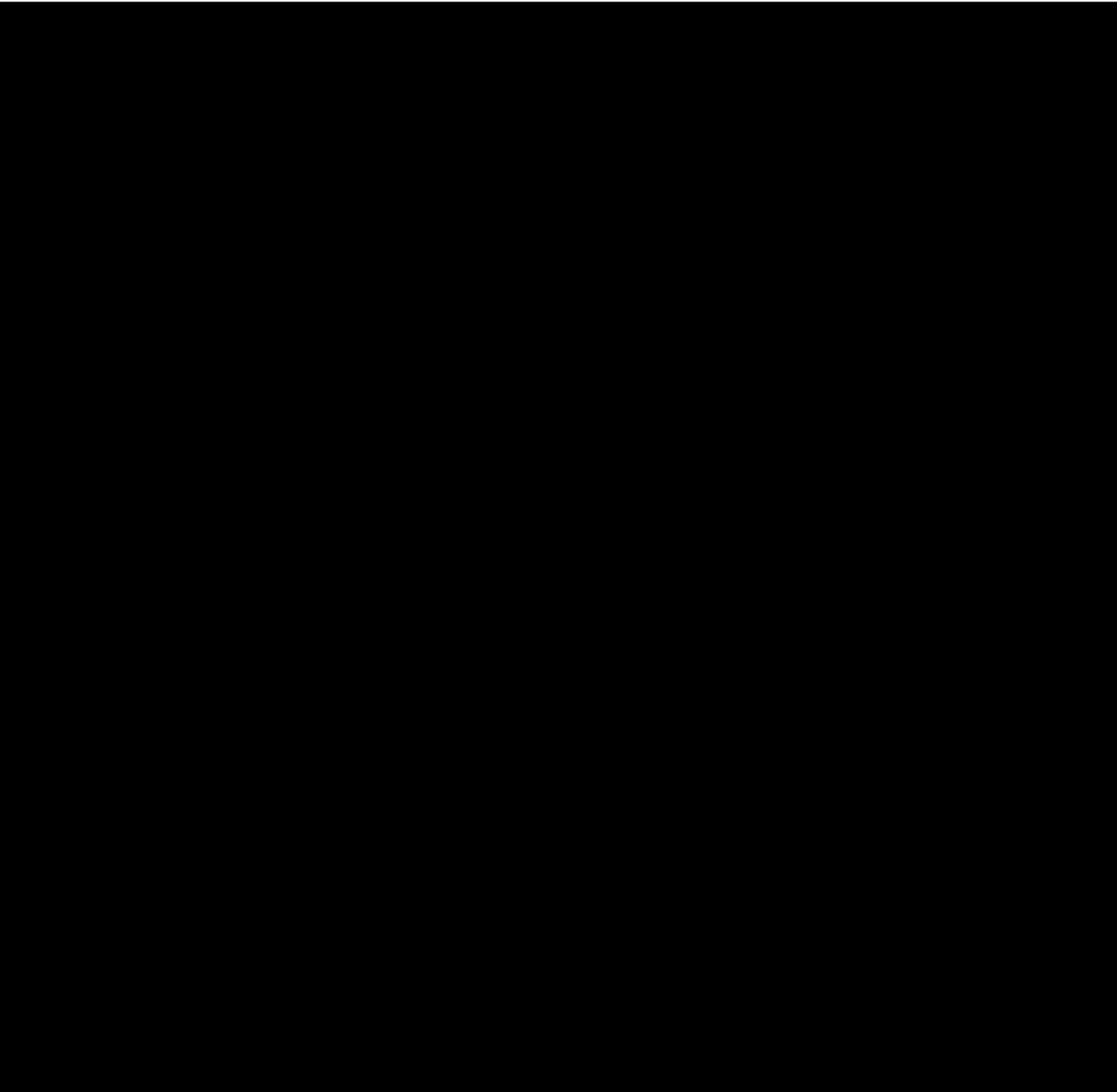
**“U.S. Security Agreements”** means all Transaction Security Documents that are governed by U.S. Law including, without limitation, those listed in part 4 of Schedule 1 (*Security Agreement and Released Assets*).



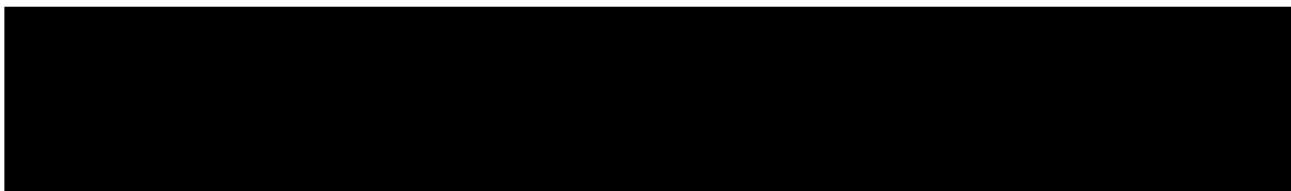




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5. **RELEASE – SWITZERLAND**



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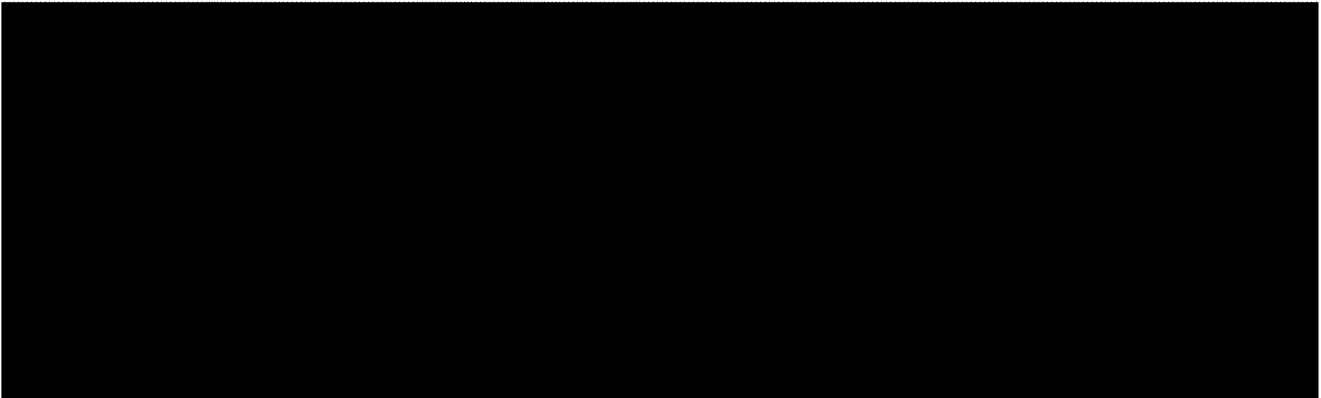
(e) Upon the Effective Time, Plesk International GmbH is authorized:



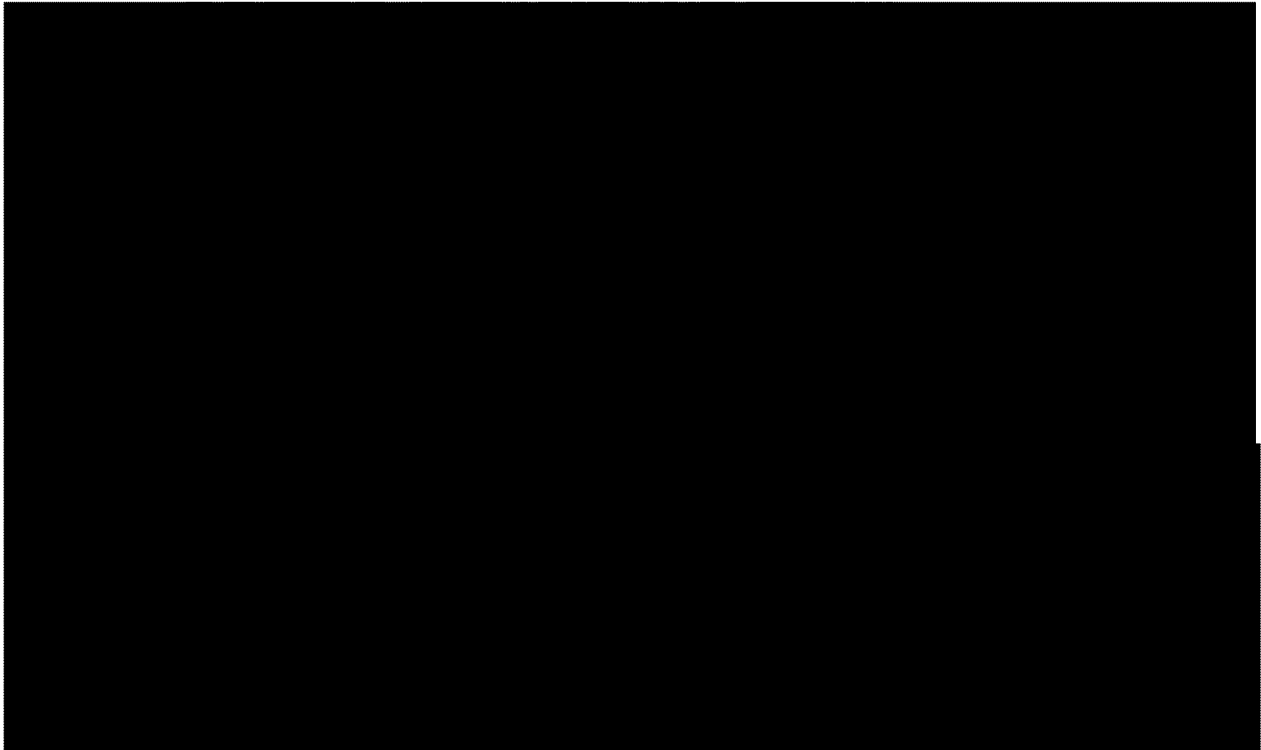
- 
- (iii) to file with the intellectual property offices in Switzerland (or any other relevant intellectual property registries with which the Second Ranking Right of Pledge has previously been registered in accordance with the Swiss IP Pledge Agreement), the release of the Second Ranking Right of Pledge, where such filing is required to release the Second Ranking Right of Pledge (unless otherwise defined herein, as such terms are defined in the Swiss IP Pledge Agreement) .

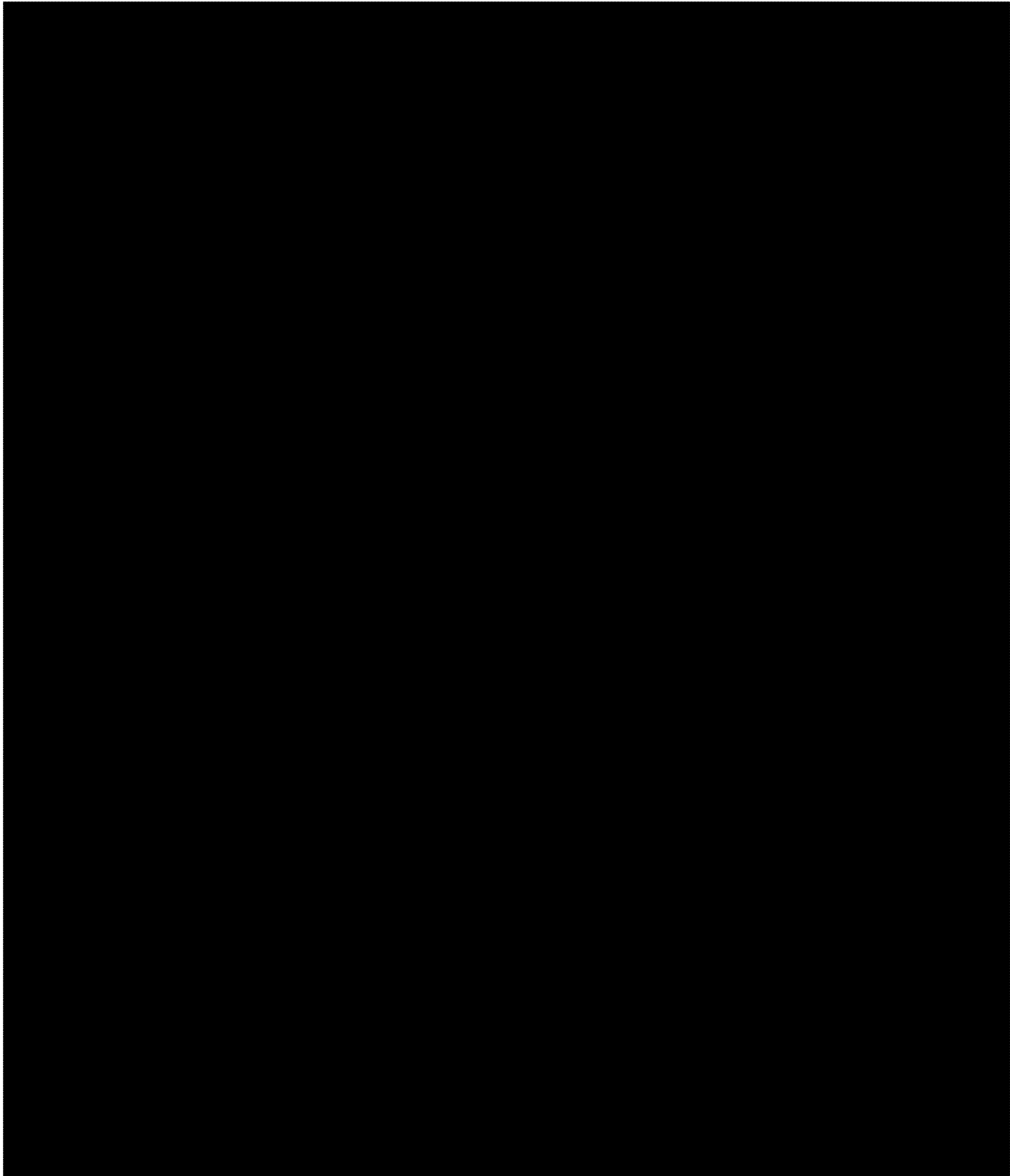
6. **RELEASE – U.S.**

With effect from the Effective Time:



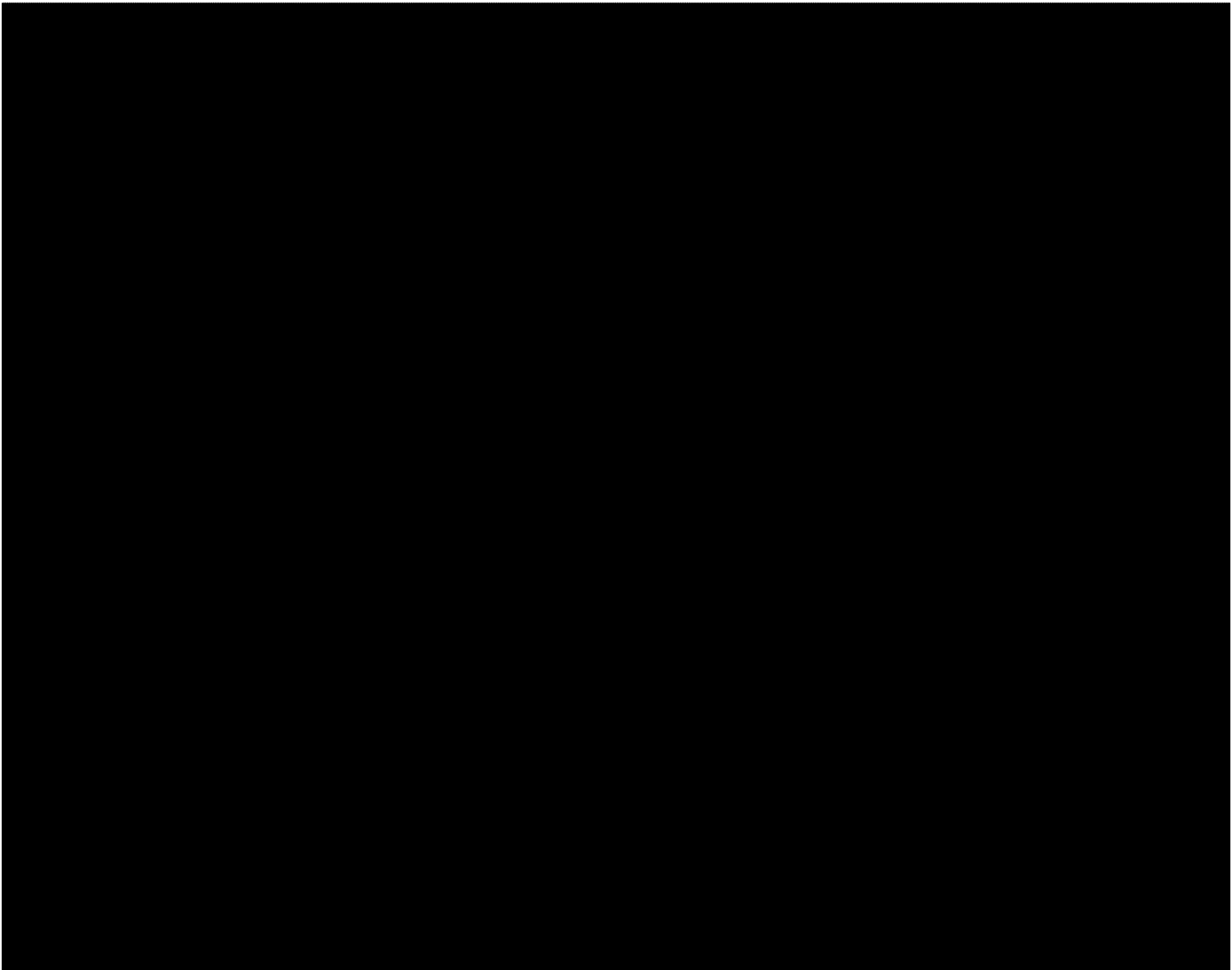
- (d) all of the right, title and interest (including security interests and all other Liens) granted to the Agent and the Secured Parties under the Loan Documents, shall be automatically released, discharged and terminated;







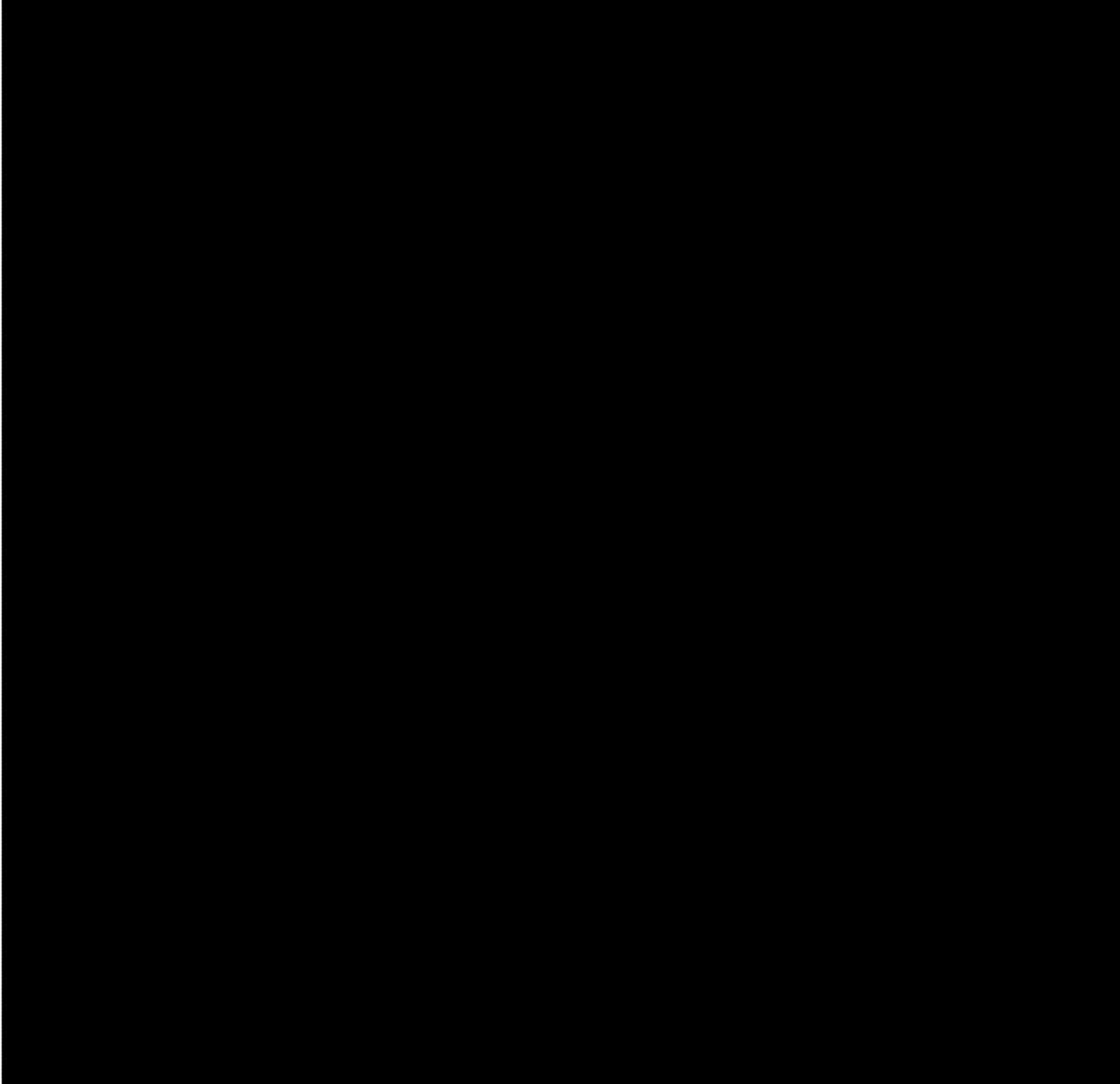
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**This Deed has been entered into on the date stated at the beginning of this Deed and executed as a deed by the Collateral Agent and is delivered by the Collateral Agent as a deed on the date specified above.**

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**Schedule 1**  
**Security Agreement and Released Assets**



**Part 3 – Swiss Security Agreements**

<b>Security Agreements</b>
Second ranking bank accounts pledge agreement, dated June 17, 2020, between Plesk International GmbH as pledgor, TMF Trustee Limited as collateral agent and the secured

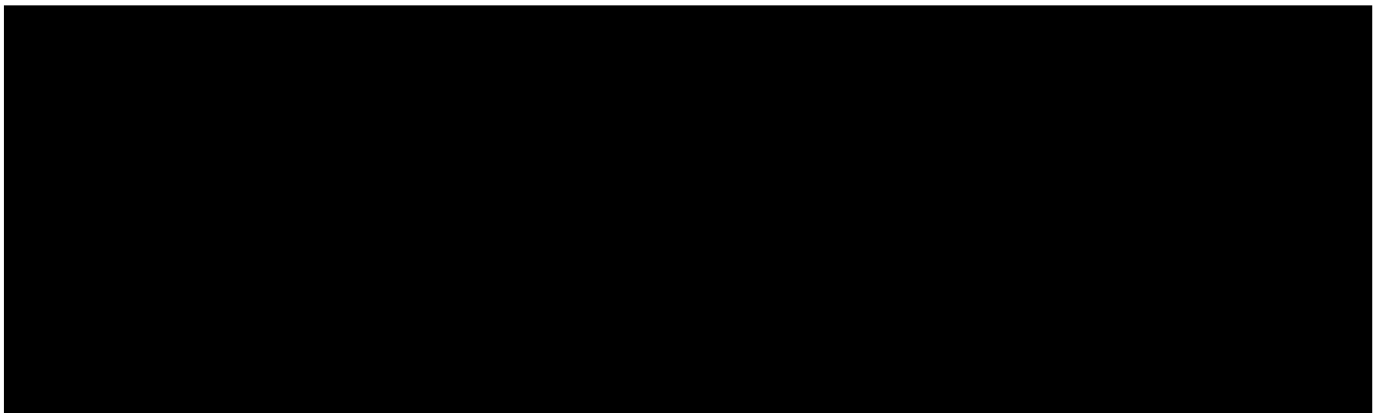


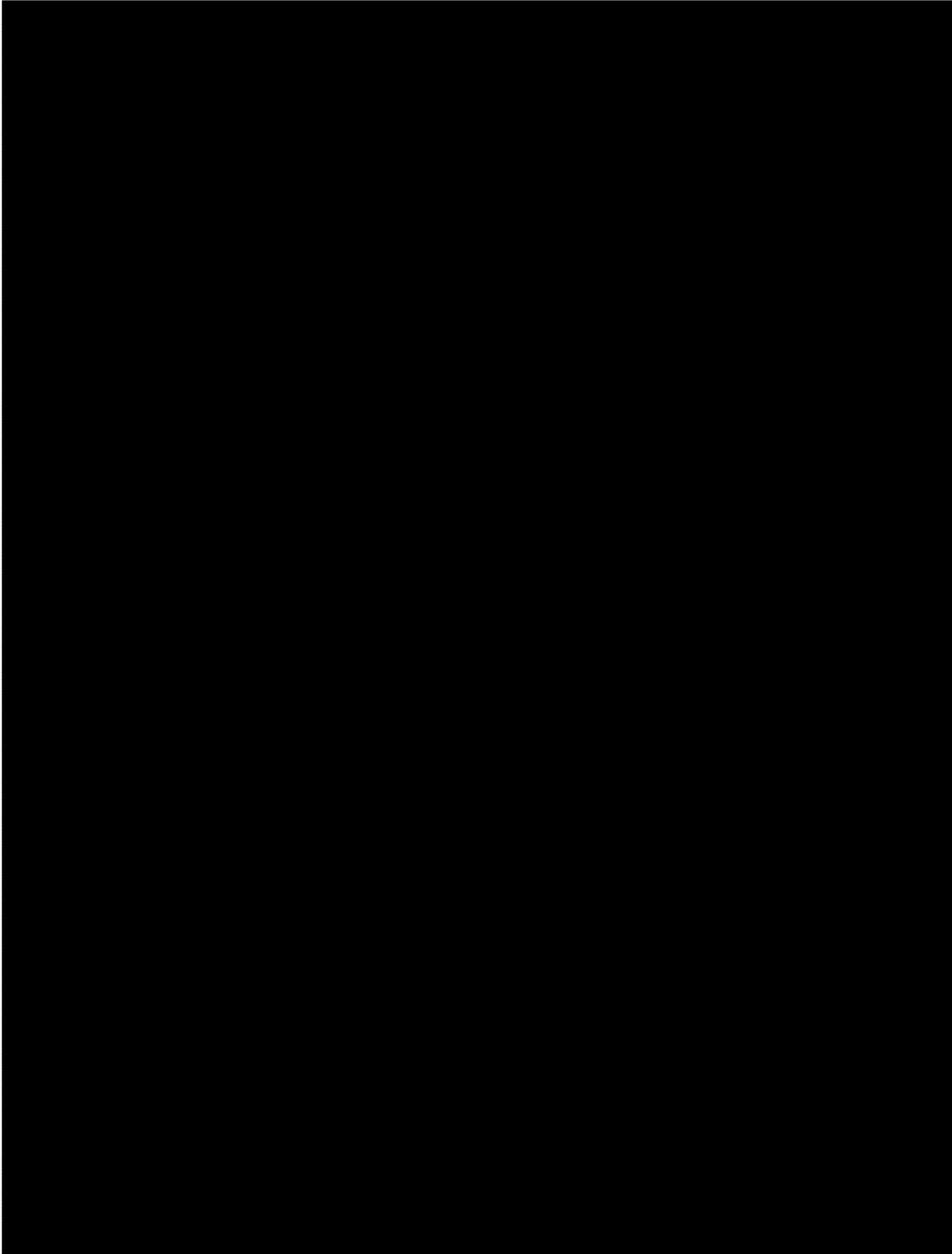
parties in respect of bank accounts of the pledgor (the “ <b>Swiss Bank Accounts Pledge Agreement</b> ”).
Second ranking receivables pledge agreement, dated June 17, 2020, between Plesk International GmbH as pledgor, TMF Trustee Limited as collateral agent and the secured parties in respect of intercompany receivables of the pledgor (the “ <b>Swiss Receivables Pledge Agreement</b> ”).
Second ranking IP pledge agreement, dated June 17, 2020, between Plesk International GmbH as pledgor, TMF Trustee Limited as collateral agent and the secured parties in respect of certain intellectual property rights of the pledgor (the “ <b>Swiss IP Pledge Agreement</b> ”).
Second ranking quota pledge agreement, dated September 29, 2020, between Particle Investments S.à r.l. as pledgor, TMF Trustee Limited as collateral agent and the secured parties in respect of all quotas in Plesk International GmbH (the “ <b>Swiss Quota Pledge Agreement</b> ”).

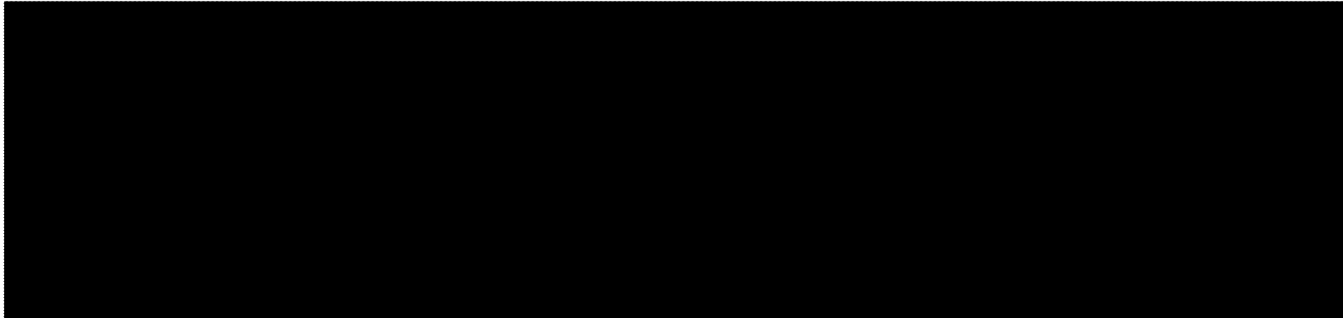
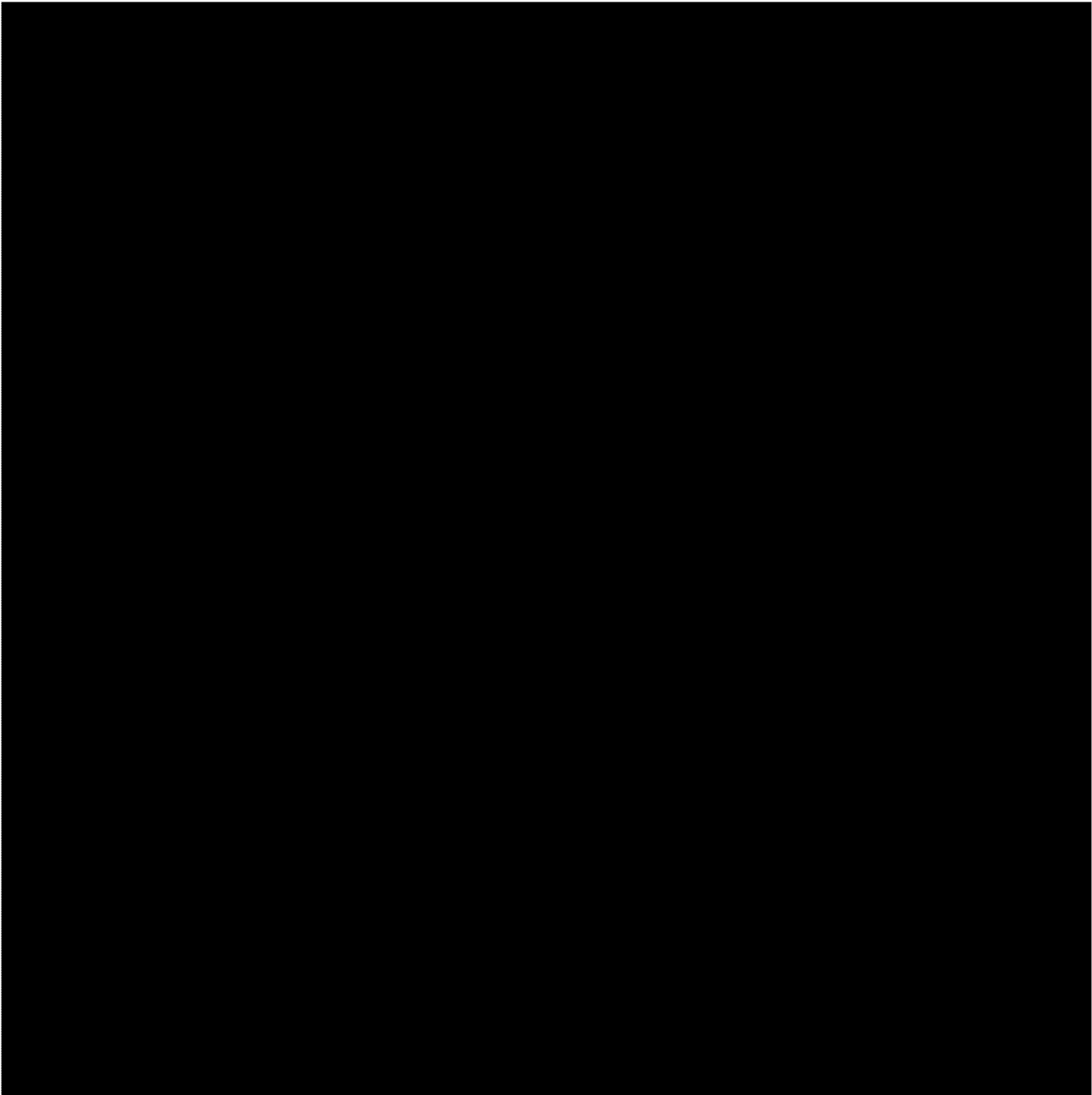
**Part 4 – U.S. Security Agreements**

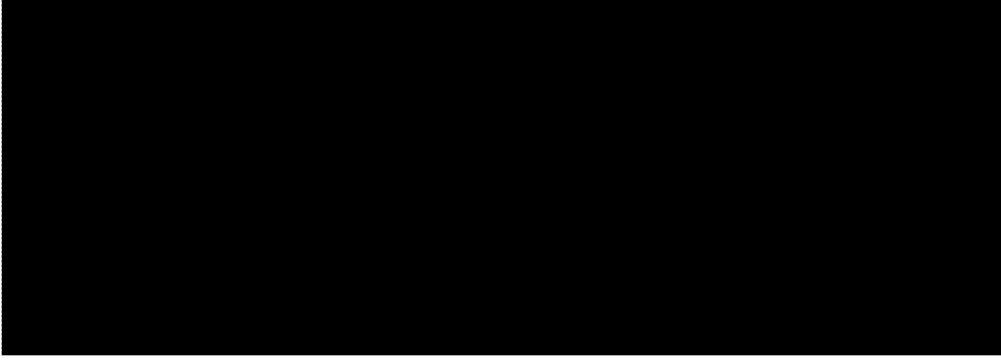
<b>Column (1) Security Agreements</b>	<b>Column (2) Released Assets</b>
SECOND LIEN PLEDGE AND SECURITY AGREEMENT, dated as of February 18, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, this Agreement), by and among, PARTICLE US LLC, a Delaware limited liability company (the US Co-Borrower), PARTICLE INVESTMENTS S.À R.L., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, with its registered address at 20 avenue Monterey, L-2163 Luxembourg, registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés) under number B241080 (the Original Borrower, together with the US Co-Borrower and with each other entity that may become a party hereto as a Grantor as provided therein, each a Grantor and, collectively, the Grantors), and the Collateral Agent.	All Security Assets made or to be made the subject of security interests pursuant to the terms thereof
SUPPLEMENT NO. 1 dated as of March 13, 2020 (this Supplement), to the Second Lien Pledge and Security Agreement dated as of February 18, 2020 (as amended, amended and restated, supplemented or	All Security Assets made or to be made the subject of security interests pursuant to the terms thereof

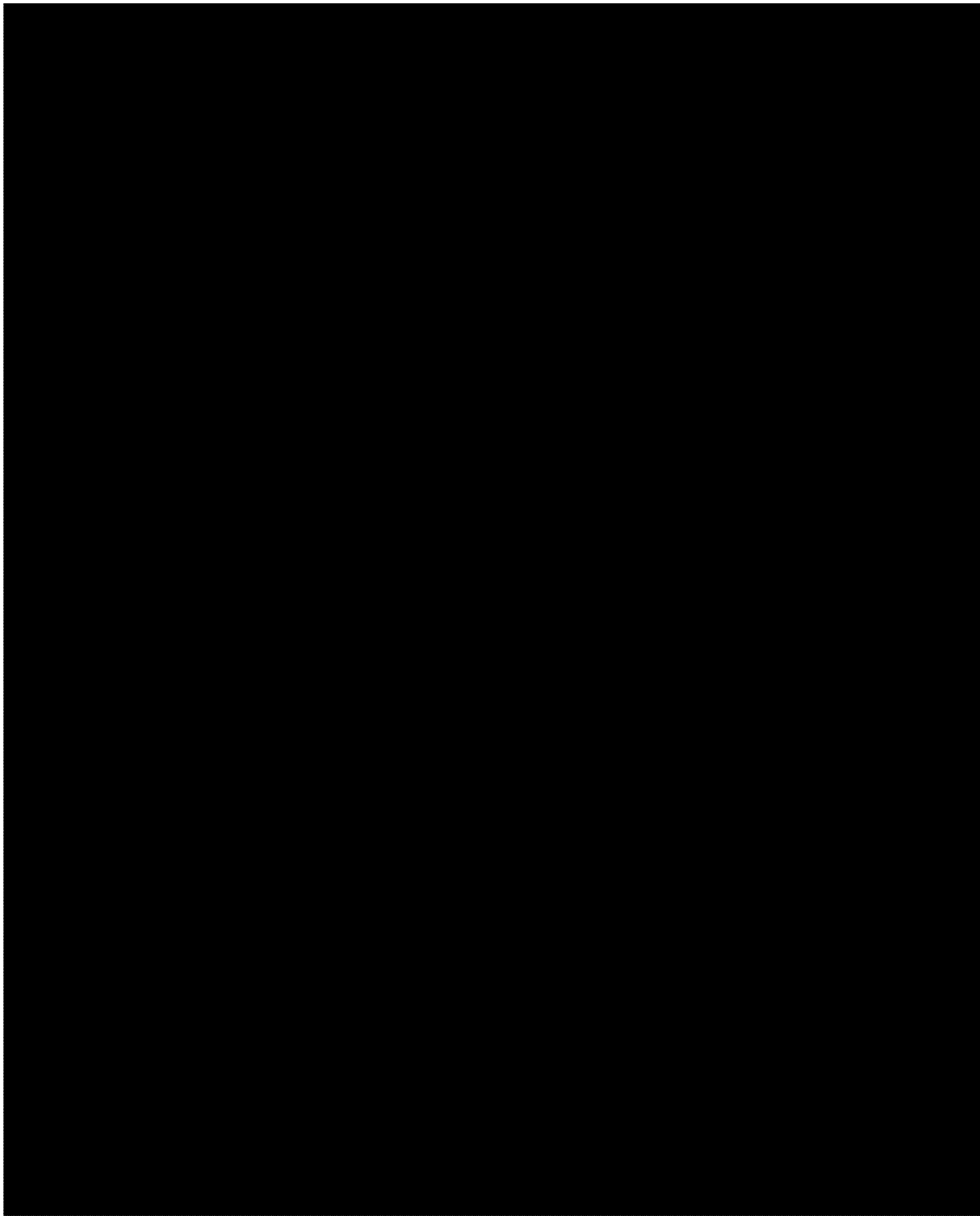
<p>otherwise modified from time to time, the Pledge and Security Agreement), among the Grantors party thereto and TMF TRUSTEE LIMITED, as Collateral Agent for the Secured Parties (as defined therein) (in such capacity, the Collateral Agent).</p>	
<p>SUPPLEMENT NO. 2 dated as of June 17, 2020 (this Supplement), to the Pledge and Security Agreement dated as of February 18, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the Pledge and Security Agreement), among the Grantors party thereto and TMF TRUSTEE LIMITED, as Collateral Agent for the Secured Parties (as defined therein) (in such capacity, the Collateral Agent).</p>	<p>All Security Assets made or to be made the subject of security interests pursuant to the terms thereof</p>
<p>TRADEMARK SECURITY AGREEMENT dated as of June 17, 2020 by cPanel, LLC, a limited liability company formed under the laws of the State of Texas (the Grantor), in favor of TMF TRUSTEE LIMITED, in its capacity as collateral agent (in such capacity, the Collateral Agent).</p>	<p>All Security Assets made or to be made the subject of security interests pursuant to the terms thereof</p>



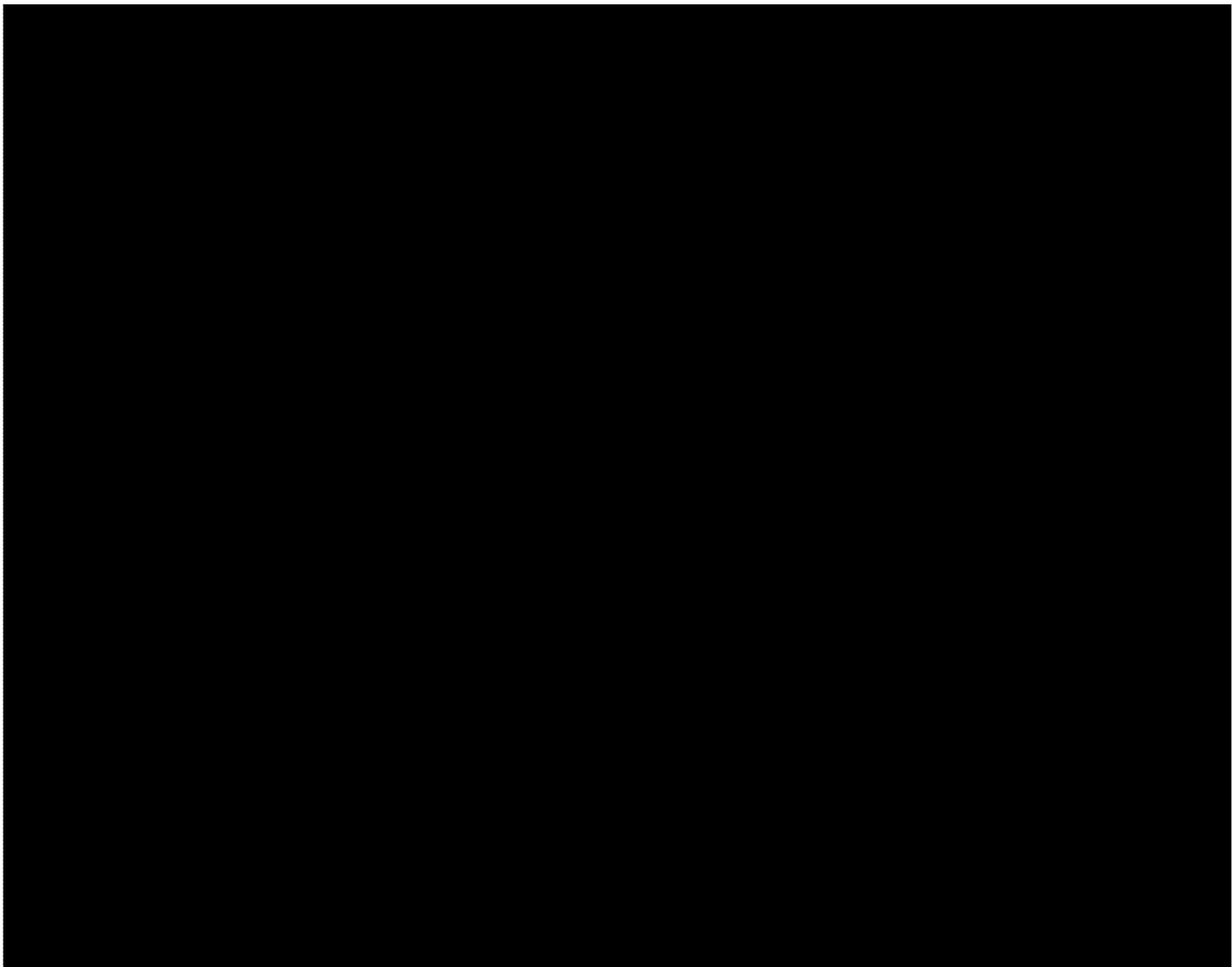






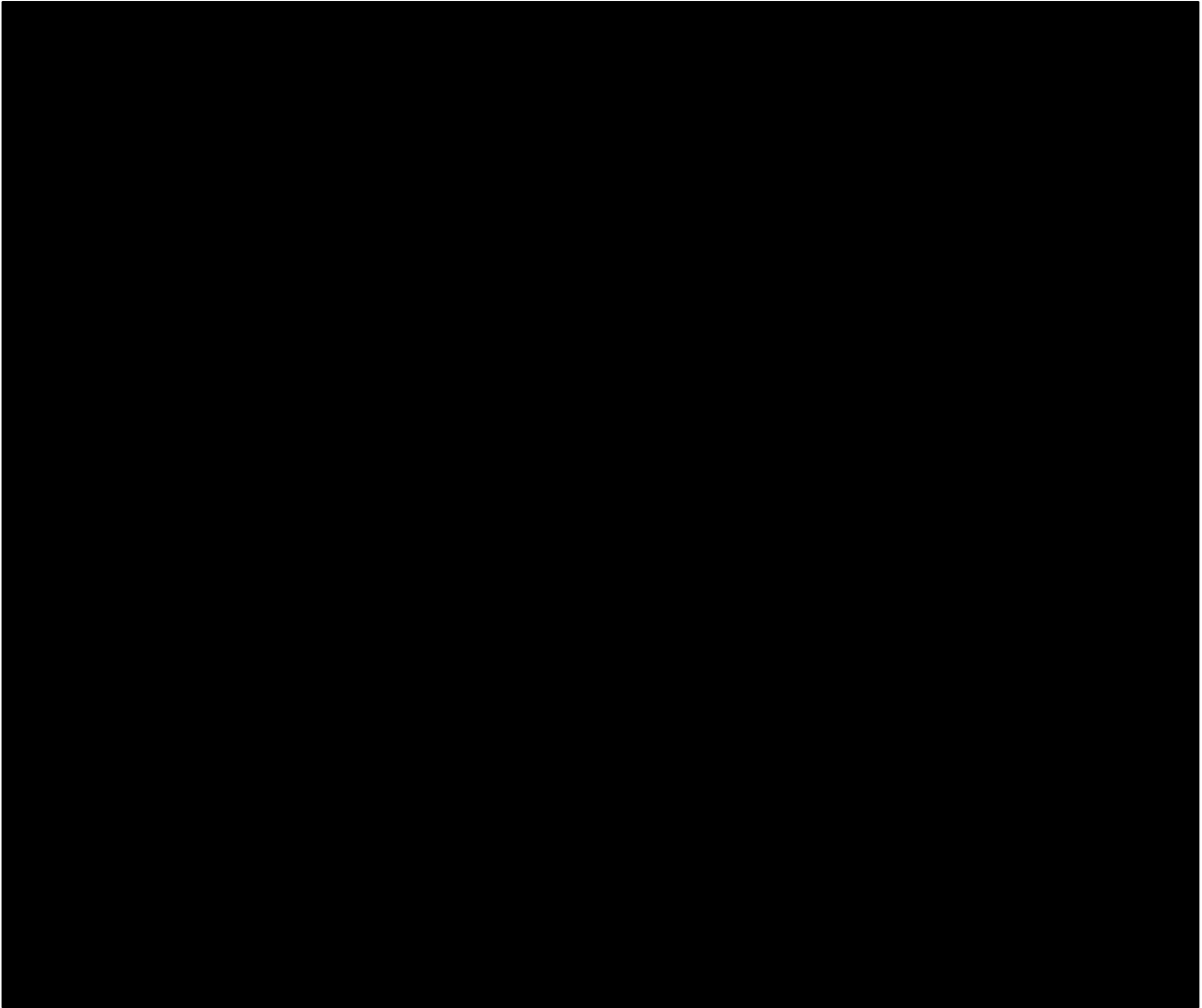


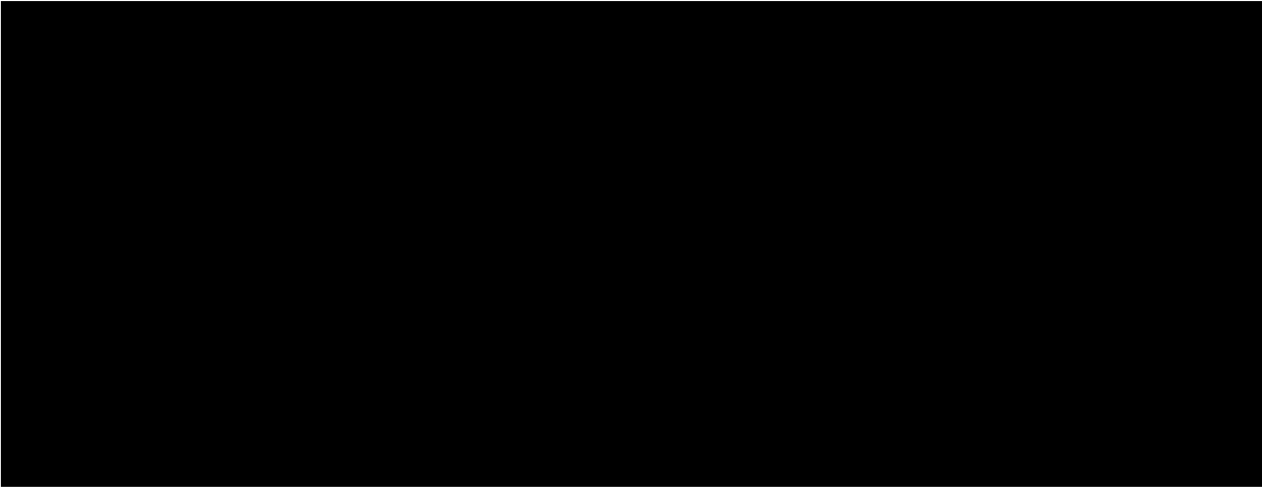






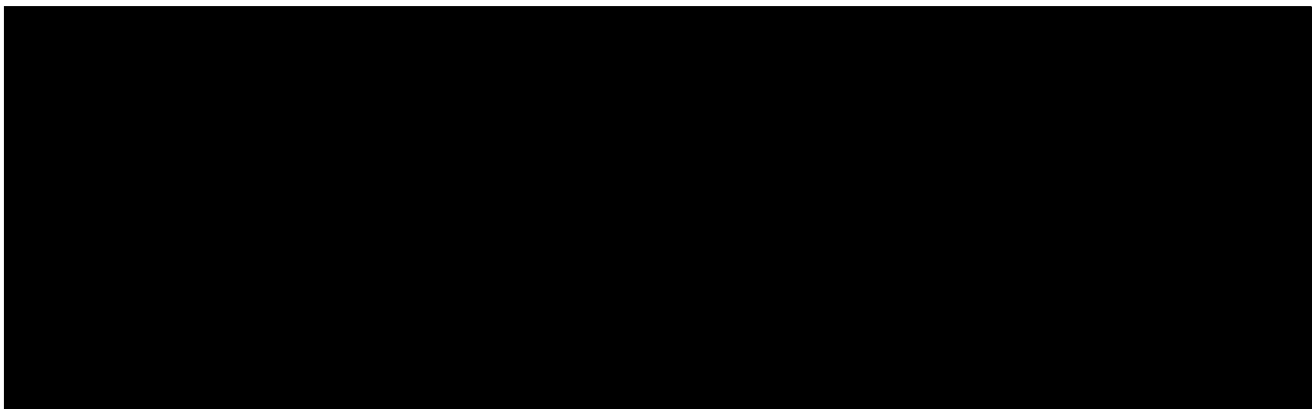






*[Particle – Deed of Release – Signature Page]*

**TRADEMARK**  
**REEL: 008402 FRAME: 0746**



*[Particle – Deed of Release – Signature Page]*

**TRADEMARK**  
**REEL: 008402 FRAME: 0747**

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Executed as a deed by *Plesk International*  
*GmbH*, acting by

\_\_\_\_\_

*Sascha Konzack*

.....  
Authorised signatory

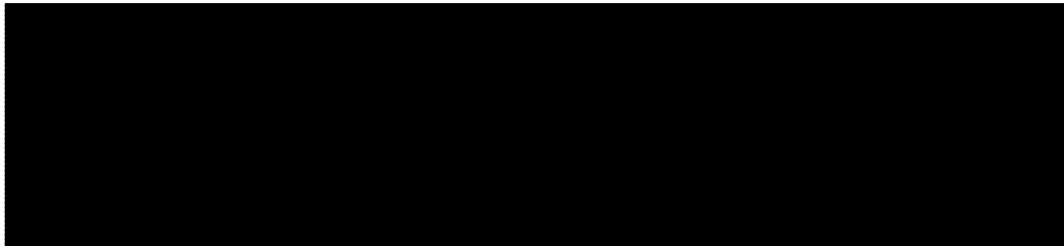
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**TRADEMARK**  
**REEL: 008402 FRAME: 0748**



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**TRADEMARK**  
**REEL: 008402 FRAME: 0749**



*[Particle - Deed of Release - Signature Page]*

**TRADEMARK**  
**REEL: 008402 FRAME: 0750**

Executed as a deed by *CPanel, LLC*,  
acting by

\_\_\_\_\_  
*C. Anthony Shippam*

.....  
Authorised signatory



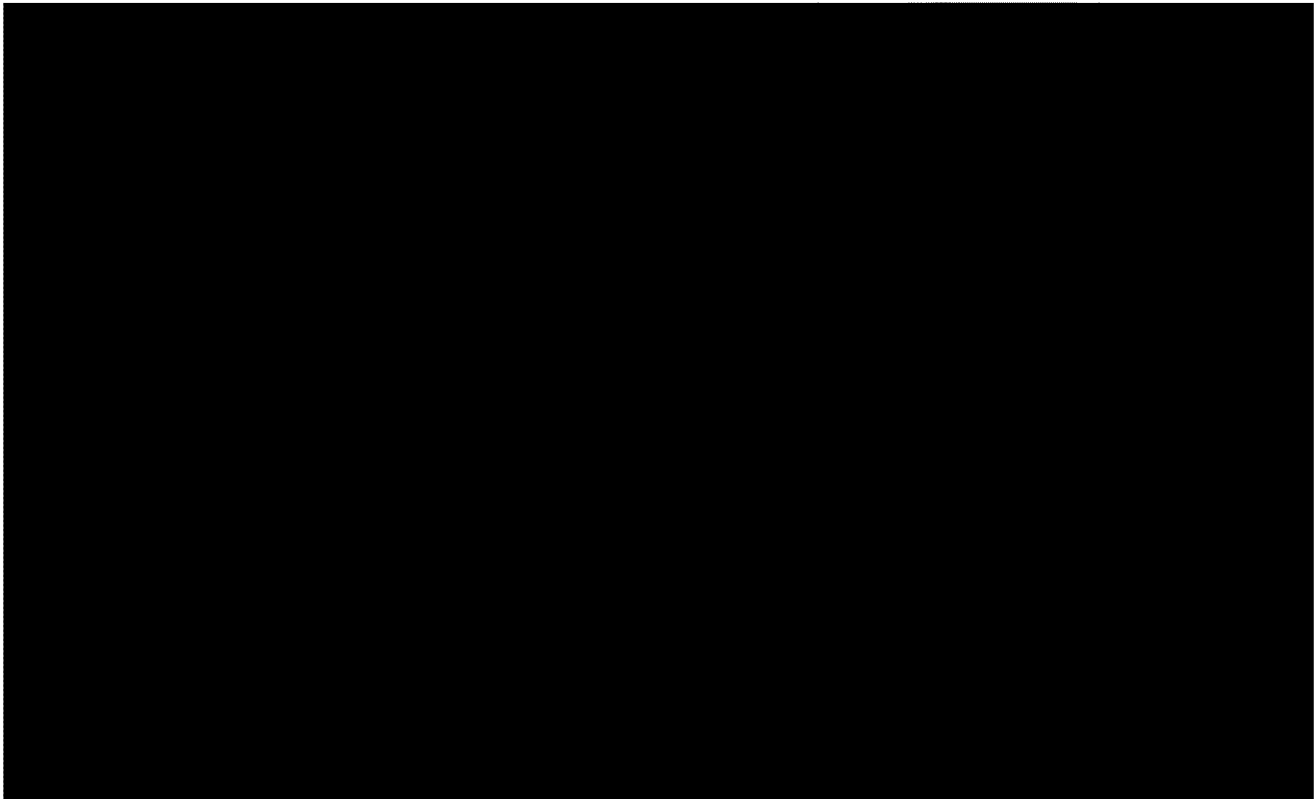
*[Particle - Deed of Release - Signature Page]*





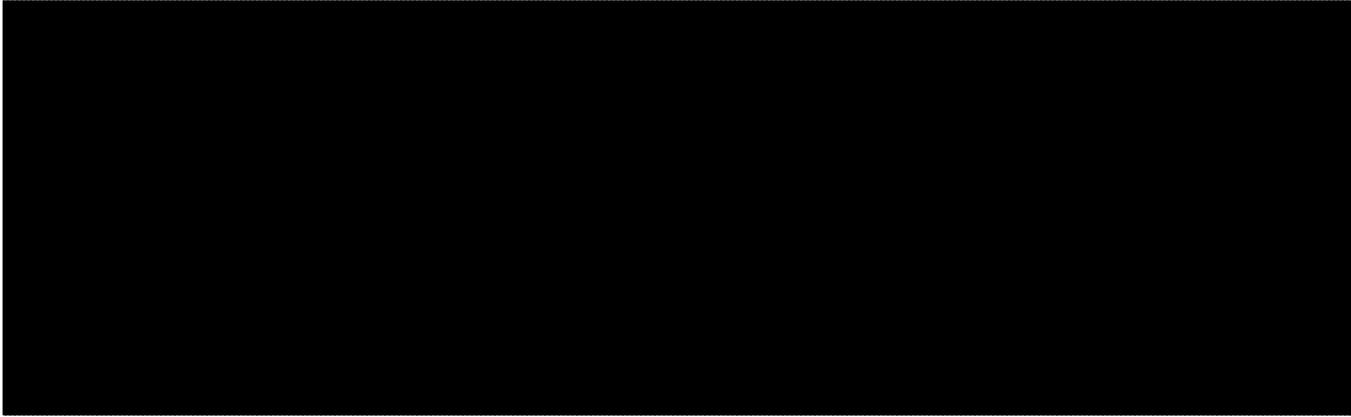
*[Particle - Deed of Release - Signature Page]*

**TRADEMARK**  
**REEL: 008402 FRAME: 0752**



*[Particle - Deed of Release - Signature Page]*

**TRADEMARK**  
**REEL: 008402 FRAME: 0753**



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**The Collateral Agent**

acting as collateral agent for itself and in respect of the Swiss Security Agreements as direct representative (*direkter Stellvertreter*) for and on behalf of the other Swiss Secured Parties and the other First Lien Secured Parties

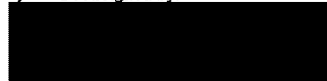
*TMF Trustee Limited*

By:

NITA SAVJANI

\_\_\_\_\_  
(*PRINT NAME*)

DocuSigned by:



.....  
Authorised signatory