

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI175705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF COLLATERAL AGENT IN TRADEMARK SECURITY AGREEMENT_FIRST LIEN PLEDGE FROM TMF TRUSTEE LIMITED TO GOLDMAN SACHS BANK USA		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMF TRUSTEE LIMITED		03/28/2024	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	GOLDMAN SACHS BANK USA		
Street Address:	2001 Ross Ave, 28th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3290579	CP	
Registration Number:	4954403	CPANEL & WHM	
Registration Number:	3058679	CPANEL	
Registration Number:	6053809	DNSONLY	
Registration Number:	3246206	WEBHOST MANAGER	
Registration Number:	3282420	WHM	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2129061303		
Email:	Michael.Waldman@lw.com,efiling@knobbe.com		
Correspondent Name:	Michael H. Waldman		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	BEIT005.003TUS		
NAME OF SUBMITTER:	SARAH COUVILLION		

OP \$165.00.00 78825798

SIGNATURE:	SARAH COUVILLION
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DATE SIGNED:	04/18/2024
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Total Attachments: 36

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Security Confirmation and Amendment and Restatement Agreement

dated March 28, 2024

among

WEBPROS INTERNATIONAL GMBH
Vordergasse 59
8200 Schaffhausen
Switzerland

(the "Security Provider 1")

and

REDACTED

and

TMF TRUSTEE LIMITED
13th Floor
One Angel Court
London, EC2R 7HJ
United Kingdom

(the "Predecessor Collateral Agent")

acting as predecessor collateral agent for itself and as direct representative
(direkter Stellvertreter) for and on behalf of the other Secured Parties

and

GOLDMAN SACHS BANK USA
2001 Ross Ave, 28th Floor
Dallas, TX 75201
USA

(the "Successor Collateral Agent")

acting as successor collateral agent for itself and as direct representative
(direkter Stellvertreter) for and on behalf of the other Secured Parties

and

THE SECURED PARTIES

represented for all purposes hereof by the Predecessor Collateral Agent
and/or the Successor Collateral Agent as direct representative (direkter Stellvertreter)

in respect to certain Swiss law governed Existing Security Documents

CONTENTS

1. Definitions and Construction..... 2
2. Amendment and Restatement..... 4
3. Affirmation, Further Assurance and Confirmation 4
4. Collateral Agency Transfer 4
5. Representations and Warranties 5
6. Miscellaneous 5
7. Governing Law and Jurisdiction 6

SCHEDULES

Schedule 1 Amended and Restated Bank Accounts Pledge Agreement
Schedule 2 Amended and Restated IP Pledge Agreement
Schedule 3 Amended and Restated Receivables Pledge Agreement
Schedule 4 Amended and Restated Quota Pledge Agreement
Schedule 5 Form of Notification of Collateral Agency Transfer to Account Banks
Schedule 6 Form of Notification of Collateral Agency Transfer to Debtors

REDACTED

- (E) WHEREAS reference is made to the first ranking IP pledge agreement, dated June 17, 2020, between Plesk International GmbH (now: WebPros International GmbH) as Pledgor, TMF Trustee Limited as Collateral Agent and the Secured Parties (as such terms are defined therein) (the "IP Pledge Agreement");

REDACTED

- (H) WHEREAS reference is made to the deed of release, dated July 29, 2023, between Webpros Investments S.à r.l, Webpros Luxembourg S.à r.l, WebPros International GmbH, Particle US LLC, Webpros US Bidco Inc., CPanel, LLC, Webpros Bidco UK Limited and WHMCS Limited as Chargors, TMF Global Services (UK) Limited as Administrative Agent and TMF Trustee Limited as Collateral Agent (as such terms are defined therein) with respect to, inter alia, certain second ranking security interest;

REDACTED

- (J) WHEREAS pursuant to the Amendment No. 3, and effective upon the Amendment No. 3 Effective Date, TMF Trustee Limited resigns as collateral agent under the Loan Documents and Goldman Sachs Bank USA is appointed as the successor collateral agent (the "Collateral Agency Transfer");
- (K) WHEREAS the Security Providers wish to confirm for the benefit of the Successor Collateral Agent and the Secured Parties that the security interests created under the Existing Security Documents remain in full force, notwithstanding the amendments to the First Lien Credit Agreement pursuant to the Conformed Credit Agreement, the amendment and restatement of the terms of the Existing Security Documents and the Collateral Agency Transfer and continue to secure the obligations under the Loan Documents (including under the Conformed Credit Agreement); and
- (L) WHEREAS the Parties have agreed to confirm, amend and restate the Existing Security Documents to reflect the foregoing.

IT IS AGREED as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1. In this Agreement:

REDACTED

"Amended and Restated IP Pledge Agreement" means the First Banking IP Pledge Agreement as amended and restated by this Agreement in the form set out in Schedule 2 (Amended and Restated IP Pledge Agreement) hereto.

REDACTED

"Amended and Restated Security Documents" means:

REDACTED

- (b) the Amended and Restated IP Pledge Agreement;

REDACTED

REDACTED

REDACTED

"Existing Security Documents" means:

REDACTED

(b) the IP Pledge Agreement;

REDACTED

"IP Pledge Agreement" has the meaning given to it in Recital (E).

REDACTED

2. AMENDMENT AND RESTATEMENT

- 2.1. With effect from the Amendment No. 3 Effective Date, each Existing Security Document shall be amended and restated on the terms set out in the respective Amended and Restated Security Documents.
- 2.2. The Parties shall, at the request of the Successor Collateral Agent, do all acts and things necessary to give effect to the amendments effected or to be effected by this Agreement.

3. AFFIRMATION, FURTHER ASSURANCE AND CONFIRMATION

- 3.1. The Security Providers affirm their knowledge and acceptance of the Conformed Credit Agreement with effect from the Amendment No. 3 Effective Date.
- 3.2. The Security Providers affirm that the security interests created under the Existing Security Documents to which they are a party will:
- 3.2.1. remain in full force and effect, notwithstanding the amendments to the First Lien Credit Agreement pursuant to the Conformed Credit Agreement; and
- 3.2.2. continue to secure the Secured Obligations (including, from the Amendment No. 3 Effective Date, any new obligations of the Loan Parties under the Conformed Credit Agreement and the other Loan Documents), and

in each case notwithstanding the amendments to the Existing Security Documents pursuant to this Agreement and the Collateral Agency Transfer.

REDACTED

4. COLLATERAL AGENCY TRANSFER

- 4.1. The Parties take note of the Collateral Agency Transfer and acknowledge and agree that Goldman Sachs Bank USA will act as Successor Collateral Agent and direct representative (direkter Stellvertreter) of each of the other Secured Parties as of the Amendment No. 3 Effective Date.
- 4.2. Each Party shall take all such actions (acting reasonably and without delay) as may be reasonably required by any other Party in order to perfect or give effect to the Collateral Agency Transfer.
- 4.3. Promptly upon the Amendment No. 3 Effective Date:
- (a) the Security Provider 1 shall notify each Account Bank (as defined in the Amended and Restated Accounts Pledge Agreement) of the resignation of the Predecessor Collateral Agent and of the appointment of the Successor Collateral Agent by way of written notification, which shall be countersigned by the Predecessor Collateral Agent and the Successor Collateral Agent, substantially in the form set out in Schedule 5;

- (b) the Security Provider 1 shall notify any intellectual property offices or registries to which any notification or filing has been made under the IP Pledge Agreement, of the Collateral Agency Transfer by way of written notification in form and substance reasonably satisfactory to the Predecessor Collateral Agent and the Successor Collateral Agent;

REDACTED

REDACTED

6.4. Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on one single copy of this Agreement.

REDACTED

THE SIGNATURES OF THE PARTIES TO FOLLOW

SIGNATURES

The Security Provider 1:

WEBPROS INTERNATIONAL GMBH

REDACTED

Name:
Title:

Name:
Title:

DR FRANK NELLISEN
GESCHÄFTSFÜHRER

REDACTED

SIGNATURES

The Security Provider 1:

WEBPROS INTERNATIONAL GMBH

Name:
Title:

Name:
Title:

REDACTED

The Predecessor Collateral Agent:

TMF TRUSTEE LIMITED

acting as predecessor collateral agent for itself and as direct representative
(*direkter Stellvertreter*) for and on behalf of the other Secured Parties

REDACTED

Name: NITA SAVANI
Title: DIRECTOR

Name: ANOELINI LAZARI
Title: TRANSACTION MANAGER

The Successor Collateral Agent:

GOLDMAN SACHS BANK USA

acting as successor collateral agent for itself and as direct representative
(*direkter Stellvertreter*) for and on behalf of the other Secured Parties

Name:
Title:

Name:
Title:

The Predecessor Collateral Agent:

TMF TRUSTEE LIMITED

acting as predecessor collateral agent for itself and as direct representative
(*direkter Stellvertreter*) for and on behalf of the other Secured Parties

Name:

Title:

Name:

Title:

The Successor Collateral Agent:

GOLDMAN SACHS BANK USA

acting as successor collateral agent for itself and as direct representative
(*direkter Stellvertreter*) for and on behalf of the other Secured Parties

REDACTED

Name:

Title:

Douglas Tenney
Authorized Signatory

Name:

Title:

REDACTED

SCHEDULE 2

Amended and Restated IP Pledge Agreement

FIRST RANKING IP PLEDGE AGREEMENT

originally dated June 17, 2020, as confirmed from time to time and as confirmed, amended and restated pursuant to a security confirmation and amendment and restatement agreement dated March 28, 2024

among

WebPros International GmbH
Vordergasse 59
8200 Schaffhausen
Switzerland

(the "Pledgor")

and

Goldman Sachs Bank USA
2001 Ross Ave, 28th Floor
Dallas, TX 75201
USA

(the "Collateral Agent")

acting as collateral agent for itself and as direct representative
(direkter Stellvertreter) for and on behalf of the other Secured Parties

and

the Secured Parties

represented for all purposes hereof by
the Collateral Agent as direct representative (direkter Stellvertreter)

in respect of certain intellectual property rights of the Pledgor

CONTENTS

1. Definitions and Construction1
2. Right of Pledge4
3. Registration; Further Assurance4
4. Authorization; Notification.....5
5. Representations and Warranties5
6. Undertakings.....6
7. Status of the Right of Pledge7
8. Enforcement and Foreclosure7
9. Limitations.....8
10. Assignments and Transfers / Changes to Secured Parties9
11. Collateral Agent / Relationship among Secured Parties10
12. Notices10
13. Costs, Expenses and Fees11
14. Miscellaneous11
15. Governing Law and Jurisdiction.....12
16. Counterparts.....13

REDACTED

REDACTED

- (E) WHEREAS the Pledgor has agreed to secure the Secured Obligations by, inter alia, a first ranking pledge in respect of the Intellectual Property Rights; and has entered into a Swiss law governed first ranking IP pledge agreement, originally dated June 17, 2020, among Plesk International GmbH as Pledgor, TMF Trustee Limited as Collateral Agent and the Secured Parties (all as defined therein) (the "Original IP Pledge Agreement"); and
- (F) WHEREAS pursuant to the Amendment No. 3, and effective upon the Amendment No. 3 Effective Date, TMF Trustee Limited resigns as collateral agent under the Loan Documents and Goldman Sachs Bank USA is appointed as the successor collateral agent.

IT IS AGREED as follows:

- 1. DEFINITIONS AND CONSTRUCTION
 - 1.1. In this Agreement:

REDACTED

REDACTED

"Intellectual Property Rights" means any and all present and future material patent, design and trademark rights of the Pledgor in any country or jurisdiction, including any and all rights in connection with applications for any and all of such rights. Details of the Intellectual Property Rights which the Pledgor now owns or to which it is now entitled are set out in Schedule 1. Such schedule shall be updated from time to time in accordance with Clause 6.1.1.

REDACTED

"Pledged Assets" means, collectively, the Intellectual Property Rights and the Proceeds.

REDACTED

REDACTED

"Security Confirmation and Amendment and Restatement Agreement" means the security and amendment and restatement agreement, dated March 28, 2024, between the Pledgor, the Collateral Agent and the Secured Parties relating to the Original IP Pledge Agreement.

REDACTED

REDACTED

2. RIGHT OF PLEDGE

- 2.1. The Pledgor hereby agrees to grant and hereby grants to the Collateral Agent for the benefit of the Secured Parties a right of pledge over the Pledged Assets, as continuing security for the Secured Obligations (the "Right of Pledge").

REDACTED

3. REGISTRATION; FURTHER ASSURANCE

- 3.1. As soon as reasonably practicable but in any event within 20 (twenty) Business Days upon execution of this Agreement, the Pledgor shall file duly executed and dated forms of

registration of the Right of Pledge with respect to the Intellectual Property Rights with the intellectual property offices in Switzerland (i.e. the Swiss Federal Institute for Intellectual Property, IGE / IPI), an equivalent or, any other similar office in the United States, Canada, Luxembourg, the Netherlands, the United Kingdom and / or any supra national intellectual property registries or offices, including the World Intellectual Property Organisation (WIPO), the European Patent Office (EPO) and the European Intellectual Property Office (EUIPO), provided that the Intellectual Property has been registered with such intellectual property offices, and provide the Collateral Agent with a copy of such filings.

- 3.2. The Pledgor shall procure that it obtains a copy of the registration of the Right of Pledge executed by the competent intellectual property office as soon as reasonably practicable after the filings referred to in Clause 3.1 have been made and forward a copy thereof to the Collateral Agent promptly upon receipt.
- 3.3. The Pledgor shall take all necessary actions as required by the law governing the relevant Intellectual Property Rights including any further documents, formalities or declarations or any other legal acts for the creation or perfection of the Right of Pledge and the Pledgor shall promptly do all such acts or execute or render all such documents, formalities or declarations as the Collateral Agent may reasonably request.

REDACTED

- 4.2. Upon a Revocation Notice having been given to the Pledgor, all rights related to the Proceeds shall be exercised by the Collateral Agent and the Pledgor shall notify the Debtors of the Proceeds of the Right of Pledge. The Collateral Agent shall be entitled to notify the Right of Pledge to each Debtor without the participation of the Pledgor by remittance to each Debtor of a copy of this Agreement (or otherwise) once a Revocation Notice has been given.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

14.5. Entire Agreement

This Agreement and the documents referred to herein constitute the entire agreement between the Parties relating to the creation of the security interest contemplated by this Agreement. Subject to the terms of the Loan Documents, the provisions in this Agreement supersede with regard to the subject matter hereof all previous agreements between the Parties relating to the creation of the security interest contemplated by this Agreement.

REDACTED

REDACTED

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on one single copy of this Agreement.

THE SIGNATURES OF THE PARTIES TO FOLLOW

SIGNATURES

The Pledgor

WebPros International GmbH

[<Not to be signed>]

The Collateral Agent

Goldman Sachs Bank USA

acting as collateral agent for itself and as direct representative (direkter Stellvertreter) for and on behalf of the other Secured Parties

[<Not to be signed>]

REEDACTED

**TRADEMARK
REEL: 008403 FRAME: 0853**

REEDACTED

**TRADEMARK
REEL: 008403 FRAME: 0854**

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**TRADEMARK
REEL: 008403 FRAME: 0855**

REDDACTED

**TRADEMARK
REEL: 008403 FRAME: 0856**

REDACTED