

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6600947

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GO DADDY OPERATING COMPANY, LLC	03/12/2021
GD FINANCE CO., INC.	03/12/2021
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC
Street Address:	745 7TH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	16853142
Application Number:	15610461
Application Number:	16400928
Application Number:	16400931
Application Number:	16400932
Application Number:	16900244
Application Number:	16294662
Application Number:	16294672
Application Number:	16786098
Application Number:	17116787
Application Number:	17126822
Application Number:	17124211
Application Number:	17181905
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT CORPORATION
Address Line 1: 4400 EASTON COMMONS WAY
Address Line 2: SUITE 125
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: ELAINE CARRERA

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 03/15/2021

Total Attachments: 6

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SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of March 12, 2021 is made by Go Daddy Operating Company, LLC, a Delaware limited liability company, and GD Finance Co., Inc. (collectively, the "Grantors"), in favor of Barclays Bank PLC, as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement, dated as of February 15, 2017, as amended by Amendment No. 1, dated as of November 22, 2017, as amended by Joinder and Amendment Agreement, dated as of June 4, 2019, as amended by Amendment No. 3, dated as of October 3, 2019, as amended by Joinder and Fourth Amendment Agreement, dated as of August 10, 2020, as amended by Fifth Amendment Agreement, dated as of March 8, 2021 (and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, Desert Newco LLC, a Delaware limited liability company, the Lenders party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantors and Borrowers have executed and delivered an Amended and Restated Security Agreement, dated as of February 15, 2017 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors have pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interests in all Intellectual Property, including the Patents; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, Grantors agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantors hereby grant a security interest in all of Grantors' right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

3. Purpose. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

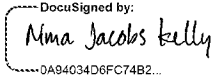
4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means, including by email with a "pdf" copy thereof attached, shall constitute an original for purposes hereof. The words "execution," "signed," "signature," and words of like import in this letter agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

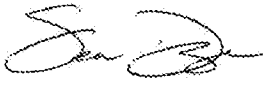
GO DADDY OPERATING COMPANY, LLC
as Grantor

By: 
Name: Nima Kelly
Title: Corporate Secretary, Executive Vice
President & Chief Legal Officer

GD FINANCE CO, INC.
as Grantor

By: 
Name: Nima Kelly
Title: Corporate Secretary, Chief Legal
Officer and Director

BARCLAYS BANK PLC,
as Collateral Agent

By:  _____
Name: Sean Duggan
Title: Vice President

[Grant of Security Interest in Patent Rights]

PATENT
REEL: 055691 FRAME: 0596

SCHEDULE A

U.S. Patent Registrations and Applications

U.S. Patents and Applications:

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	Go Daddy Operating Company, LLC	Computer-Based System And Computer Based Method For Suggesting Domain Names Based On Entity Profiles Having Neural Networks Of Data Structures	16853142 04/20/2020	10904213 01/26/2021
2.	Go Daddy Operating Company, LLC	Monitoring To Trigger On Demand Multifactor Authentication	15610461 05/31/2017	10764283 09/01/2020
3.	Go Daddy Operating Company, LLC	Data-Driven Online Business Name Generator	16400928 05/01/2019	N/A
4.	Go Daddy Operating Company, LLC	Data-Driven Online Domain Name Generator	16400931 05/01/2019	N/A
5.	Go Daddy Operating Company, LLC	Data-Driven Online Social Media Handle Generator	16400932 05/01/2019	N/A
6.	Go Daddy Operating Company, LLC	Delegating DNS Records To Additional Providers	16900244 06/12/2020	N/A
7.	Go Daddy Operating Company, LLC	Generating A Plurality Of Selectable Responses Based On A Database Indexed By Receiver Devices Storing Responses To Similar Sms Messages	16294662 03/06/2019	N/A
8.	Go Daddy Operating Company, LLC	Generating A Webpage Based On Sms Messages And Responses Stored In A Database Indexed By Receiver Devices	16294672 03/06/2019	N/A
9.	Go Daddy Operating Company, LLC	Domain Name Hi-Jack Prevention	16786098 02/10/2020	N/A
10.	Go Daddy Operating Company, LLC	Domain Name Based Vanity Telephone Number Assigned To A Domain Name Registrant	17116787 12/09/2020	n/a
11.	Go Daddy Operating Company, LLC	Recommending Domains From Free Text	17126822 12/18/2020	n/a
12.	Go Daddy Operating Company, LLC	Guide Enabled Growth	17124211 12/16/2020	n/a
13.	Go Daddy Operating Company, LLC	Hosting Systems Configured to Generate Optimized Content Based on Dynamic Tokens and Methods of Use Thereof	17181905 02/22/2021	n/a

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