

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8227881

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN GRANT OF SECURITY INTEREST IN PATENTS

CONVEYING PARTY DATA

Name	Execution Date
NEWFOLD DIGITAL, INC.	10/18/2023
NETWORK SOLUTIONS, LLC	10/18/2023
WEB.COM GROUP, INC.	10/18/2023
MARKMONITOR INC.	10/18/2023

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT
Street Address:	246 GOOSE LANE, SUITE 105
City:	GUILFORD
State/Country:	CONNECTICUT
Postal Code:	06437

PROPERTY NUMBERS Total: 41

Property Type	Number
Patent Number:	8935314
Patent Number:	8762463
Patent Number:	9277022
Patent Number:	10536544
Patent Number:	9071553
Patent Number:	9071552
Patent Number:	8595338
Patent Number:	9197517
Patent Number:	8819122
Patent Number:	8762484
Patent Number:	8819207
Patent Number:	8819121
Patent Number:	8825746
Patent Number:	9883008
Patent Number:	8843571
Patent Number:	8413043
Patent Number:	9455951

PATENT

Property Type	Number
Patent Number:	8706585
Patent Number:	8799295
Patent Number:	8412767
Patent Number:	9817979
Patent Number:	7627628
Patent Number:	7257631
Patent Number:	9106712
Patent Number:	7418471
Patent Number:	8015244
Patent Number:	7606858
Patent Number:	7490124
Patent Number:	7472160
Patent Number:	7225272
Patent Number:	7076541
Patent Number:	7904898
Patent Number:	8370470
Patent Number:	8799416
Patent Number:	8671011
Patent Number:	7069323
Patent Number:	8898071
Patent Number:	8374912
Patent Number:	7493403
Patent Number:	7548968
Patent Number:	7761583

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: STEWART WALSH

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Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2153934 PAT
NAME OF SUBMITTER:	JENNY LIM
SIGNATURE:	/Jenny Lim/
DATE SIGNED:	10/18/2023

Total Attachments: 9

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FIRST LIEN GRANT OF SECURITY INTEREST IN PATENTS

This **FIRST LIEN GRANT OF SECURITY INTEREST IN PATENTS** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”) dated October 18, 2023, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Wilmington Trust, National Association, as notes collateral agent (the “Notes Collateral Agent”) for the Notes Secured Parties (as defined in the Indenture referred to below).

WHEREAS, Newfold Digital Holdings Group, Inc., a Delaware corporation (the “Issuer”) and certain of its subsidiaries have entered into the Indenture (“Indenture”) dated as of October 18, 2023 by and among the Issuer, the guarantors party thereto from time to time and Wilmington Trust, National Association, as trustee, governing the Issuer’s 11.750% Senior Secured Notes due 2028 (together with any additional notes issued under the Indenture, the “Notes”) (as may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time). Capitalized terms defined in the Indenture or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Indenture or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Indenture, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of October 18, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Notes Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this Patent Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Notes Collateral Agent (and its successors and permitted assigns), for the benefit of the Notes Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);
- b. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

c. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

d. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this Patent Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Note Documents (as such Note Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Note Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

D. Execution in Counterparts; Electronic Execution. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words "execution," "execute," "signed," "signature," and words of like import in this Patent Security Agreement or any amendment or other modification hereof 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.

E. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Notes Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


F. Governing Law; Jurisdiction; Waiver of Jury Trial. Sections 13.7, 13.8 and 13.9 of the Indenture are hereby incorporated by reference, mutatis mutandis.

G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this Patent Security Agreement (but without expanding the scope of the Collateral as set forth in this Patent Security Agreement and the Indenture), in the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement (or any other intercreditor agreement entered into by the Notes Collateral Agent in accordance with Section 10.7 of the Indenture) and this Patent Security Agreement, the provisions of the Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

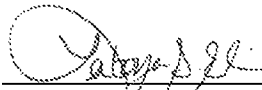
NEWFOLD DIGITAL, INC.
NETWORK SOLUTIONS, LLC
WEB.COM GROUP, INC.
MARKMONITOR INC.

By: 
Name: Christina Clohecy
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 065268 FRAME: 0283

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent

By: 
Name: Latoya S. Elvin
Title: Vice President

SCHEDULE A

Registered Patents

Registered Patents:

	Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
1.	Common service web hosting architecture with CRM plus reporting	USA	13009884 2011-01-20	8935314 2015-01-13	Granted	Newfold Digital, Inc.
2.	Common services web hosting architecture with multiple branding and OSS consistency	USA	13007132 2011-01-14	8762463 2014-06-24	Granted	Newfold Digital, Inc.
3.	Guided workflows for establishing a web presence	USA	13739692 2013-01-11	9277022 2016-03-01	Granted	Newfold Digital, Inc.
4.	Guided workflows for establishing a web presence	USA	15004258 2016-01-22	10536544 2020-01-14	Granted	Newfold Digital, Inc.
5.	Migrating a web hosting service between a dedicated environment for each client and a shared environment for multiple clients	USA	13012828 2011-01-25	9071553 2015-06-30	Granted	Newfold Digital, Inc.
6.	Migrating a web hosting service between a one box per client architecture and a cloud computing architecture	USA	13011921 2011-01-23	9071552 2015-06-30	Granted	Newfold Digital, Inc.
7.	Migrating a web hosting service via a virtual network from one architecture to another	USA	13013992 2011-01-26	8595338 2013-11-26	Granted	Newfold Digital, Inc.
8.	Migrating a web hosting service via a virtual network from one architecture to another	USA	14069821 2013-11-01	9197517 2015-11-24	Granted	Newfold Digital, Inc.
9.	Unaffiliated web domain common hosting service with service representative plug-in	USA	13009350 2011-01-19	8819122 2014-08-26	Granted	Newfold Digital, Inc.

	Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
10.	Unaffiliated web domain hosting service based on a common service architecture	USA	13007094 2011-01-14	8762484 2014-06-24	Granted	Newfold Digital, Inc.
11.	Unaffiliated web domain hosting service based on common service pools architecture	USA	13009241 2011-01-19	8819207 2014-08-26	Granted	Newfold Digital, Inc.
12.	Unaffiliated web domain hosting service based on service pools with flexible resource	USA	13009267 2011-01-19	8819121 2014-08-26	Granted	Newfold Digital, Inc.
13.	Unaffiliated web domain hosting service based on shared data structure	USA	13009253 2011-01-19	8825746 2014-09-02	Granted	Newfold Digital, Inc.
14.	Virtualization of multiple distinct website hosting architectures	USA	14031012 2013-09-18	9883008 2018-01-30	Granted	Newfold Digital, Inc.
15.	Web hosting service based on a common service architecture and third party services	USA	13007144 2011-01-14	8843571 2014-09-23	Granted	Newfold Digital, Inc.
16.	Apparatus and Method for Web Forwarding	USA	12267016 11/07/2008	8413043 04/02/2013	Granted	Network Solutions, LLC
17.	Apparatus and Method for Web Forwarding	USA	13803140 03/14/2013	9455951 09/27/2016	Granted	Network Solutions, LLC
18.	Certified Offer Service for Domain Names	USA	10854221 05/27/2004	8706585 04/22/2014	Granted	Network Solutions, LLC
19.	Method and System for Scoring Domain Names	USA	12417949 04/03/2009	8799295 08/05/2014	Granted	Network Solutions, LLC
20.	Mobile Content Service	USA	12175342 07/17/2008	8412767 04/02/2013	Granted	Network Solutions, LLC
21.	Private Domain Name Registration	USA	13480750 05/25/2012	9817979 11/14/2017	Granted	Network Solutions, LLC
22.	Demand Based Domain Name Auctionability	USA	11611769 12/15/2006	7627628 12/01/2009	Granted	Web.com Group, Inc.

	Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
23.	Domain Manager and Method of Use	USA	11476515 06/28/2006	7257631 08/14/2007	Granted	Web.com Group, Inc.
24.	Domain Manager for Plural Domains and Method of Use	USA	11821702 06/25/2007	9106712 08/11/2015	Granted	Web.com Group, Inc.
25.	Domain Name Acquisition and Management System and Method	USA	10016497 11/01/2001	7418471 08/26/2008	Granted	Web.com Group, Inc.
26.	Domain Name Acquisition and Management System and Method	USA	12476495 06/02/2009	8015244 09/06/2011	Granted	Web.com Group, Inc.
27.	Domain Name Acquisition and Management System and Method	USA	11378504 03/17/2006	7606858 10/20/2009	Granted	Web.com Group, Inc.
28.	Domain Name Acquisition and Management System and Method	USA	11413647 04/27/2006	7490124 02/10/2009	Granted	Web.com Group, Inc.
29.	Domain Name Management System and Method	USA	11747827 05/11/2007	7472160 12/30/2008	Granted	Web.com Group, Inc.
30.	Method and Apparatus for Providing Name Services	USA	10210205 7/31/2002	7225272 05/29/2007	Granted	Web.com Group, Inc.
31.	Method and Apparatus Providing Distributed Domain Management Capabilities	USA	09871886 6/1/2001	7076541 07/11/2006	Granted	Web.com Group, Inc.
32.	Pathway-Specific Registry-Integrated Domain Name Registration System	USA	10641395 8/13/2003	7904898 03/08/2011	Granted	Web.com Group, Inc.
33.	System and Method for Managing Server Configurations	USA	09766473 01/19/2001	8370470 02/05/2013	Granted	Web.com Group, Inc.
34.	System and Method for Managing Server Configurations	USA	11932075 10/31/2007	8799416 08/05/2014	Granted	Web.com Group, Inc.

	Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
35.	Methods and Apparatus for Generating an Online Marketing Campaign	USA	12129590 05/29/2008	8671011 03/11/2014	Granted	Web.com Group, Inc.
36.	DOMAIN MANAGER AND METHOD OF USE	USA	11047112 01/31/2005	7069323 06/27/2006	Granted	Web.com Group, Inc.
37.	System and method for managing and optimizing advertising networks	USA	12628492 12/01/2009	8898071 11/25/2014	Granted	Web.com Group, Inc.
38.	System and method for managing and optimizing advertising campaigns managed on the internet	USA	12750352 03/30/2010	8374912 02/12/2013	Granted	Web.com Group, Inc.
39.	Domain name ownership validation	USA	11685311 03/13/2007	7493403 02/17/2009	Granted	MarkMonitor Inc.
40.	Policing internet domains	USA	11009524 12/10/2004	7548968 06/16/2009	Granted	MarkMonitor Inc.
41.	Domain name ownership validation	USA	12349042 01/06/2009	7761583 07/20/2012	Granted	MarkMonitor Inc.

Patent Applications:

None.