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# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Endurance International Group Holdings, LLC		110/10/2008	LIMITED LIABILITY COMPANY: DELAWARE
The Endurance International Group, Inc.		10/10/2008	CORPORATION: DELAWARE
EIG Investors Corp.		10/10/2008	CORPORATION: DELAWARE
Caird Corporation		10/10/2008	CORPORATION: DELAWARE
Domain Name Holding Company, Inc.		10/10/2008	CORPORATION: DELAWARE
Ipower, Inc.		10/10/2008	CORPORATION: ARIZONA
DOT5HOSTING, Inc.		10/10/2008	CORPORATION: CALIFORNIA
Startlogic, Inc.		10/10/2008	CORPORATION: ARIZONA

# RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as collateral agent		
Street Address:	299 Park Avenue		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

# PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	77855108	DOT5HOSTING	
Serial Number:	77843396	WEBHOST4LIFE	

# CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK REEL: 004088 FRAME: 0413

900146574

Phone: 212-756-2783

Email: nicholas.corrado@srz.com

Correspondent Name: N. Corrado c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-0992	
NAME OF SUBMITTER:	Nicholas Corrado (014951.0992)	
Signature:	/kc for nc/	
Date:	10/30/2009	

## Total Attachments: 12

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# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 10th day of October, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "Grantor"), and Ableco Finance LLC, a Delaware limited liability company ("<u>Ableco</u>"), in its capacity as collateral agent for the Lender Group (together with its successors, and assigns, if any, in such capacity, "<u>Collateral Agent</u>").

# WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of October 10, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement"), by and among Endurance International Group Holdings, LLC, a Delaware limited liability company (the "Parent"), EIG Investors Corp., a Delaware corporation ("EIG"), The Endurance International Group, Inc., a Delaware corporation (the "Revolving Borrower" or "Endurance", and Endurance, together with EIG, each individually a "Term Loan Borrower", and individually and collectively, jointly and severally, the "Term Loan Borrowers", and together with the Revolving Borrower, each individually a "Borrower", and individually and collectively, jointly and severally, the "Borrowers"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Ableco, as administrative agent for the Lenders (together with its successors and assigns, if any, in such capacity, "Administrative Agent"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated as of October 10, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

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- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include any rights or interest in any contract, lease, permit, license, charter or license agreement covering real or personal property of any Grantor if under the terms of such contact, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, (1) the foregoing exclusions shall in no way be construed (A) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, OR 9-409 of the Code or other applicable law, or (B) apply to the extent that any consent or waiver has been obtained that would permit the security interest of lien notwithstanding the prohibition and (2) the foregoing exclusions of shall in no way be construed to limit, impair, or otherwise affect the Lender Group's continuing security interests in and liens upon any rights or interests of any Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any Accounts), or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license agreement, or Equity Interests).

- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect,

2

invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

3

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ENDURANCE INTERNATIONAL GROUP
HOLDINGS, L.C., a Delaware limited liability company

By:
Name: Steve Sydness
Title: Financial Vice President

THE ENDURANCE INTERNATIONAL GROUP,
INC, a Delaware sorporation

By:
Name: Steve Sydness
Title: Chief Executive Officer

EIG INVESTORS CORP., a Delaware corporation

By:
Name: Steve Sydness
Title: Chief Executive Officer

CAIRD CORPORATION a Delaware corporation

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

By:

Name: Steve Sydness
Title: Chief Executive Officer

DOMAIN NAME POLDING COMPANY, INC.,
Delayare observation
Nome: Standard /
Name: Steve Sydneys Fitte: Chief Executive Officer
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$\sim$
IPOWER INC an Arizona corporation
X / X /
D0 //
Name: Steve Sydness
Title: Chairman
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12
DOTEHOSPHY, ADJC., a California corporation
XXX XX
By: X
Name: Steve Sydness
Title: Chairman
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STATIST OCTO ANOLA A
STABILOGICANO, an Arizona corporation
STARTLOGIC INC., an Arizona corporation
STARTLOGIC INC., an Arizona corporation
STARTLOGIC INC., an Arizona corporation  By:
STARTLOGIC INC., an Arizona corporation  By: Name: Steve Sydness Title: Chairman

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**COLLATERAL AGENT:** 

ABLECO FINANCE LLC, a Delaware Innited liability company, as Collateral Agent

By:
Name: Do
Title: Ptcs

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

# **SCHEDULE I**

# TRADEMARK SECURITY AGREEMENT

# Trademark Registrations/Applications

Grantor	Country	Mark	App/Reg No.	App/Reg Date
Caird Corporation	US	HOSTCENTRIC	2,541,438	02/19/2002
Caird Corporation	US	VIRTUALSCAPE	2,550,928	03/19/2002
IPOWER, INC.	US	IPOWER	3,241,471	05/15/2007
IPOWER, INC.	US	IPOWER	3,287,885	09/04/2007
IPOWER, INC.	US	IPOWER	3,241,472	05/15/2007
IPOWER, INC.	US	IPOWER	3,129,659	08/15/2006
IPOWER, INC.	US	STARTLOGIC	78/745,883	11/02/2005
IPOWER, INC.1	US	IPOWERWEB	77/223,987	07/06/2007
STARTLOGIC, INC.	US	STARTLOGIC	3,409,027	04/08/2008
The Endurance International Group, Inc.	US	POWWEB	3,049,278	01/24/2006
The Endurance International Group, Inc.		POWWEB THE PERFECT	77/556,718	08/27/2008
		HOSTING SOLUTION (and		
		Design)		
The Endurance International Group, Inc.	US	BIZLAND	3,227,009	04/10/2007
The Endurance International Group, Inc.	US	DEVELOPERS CHOICE	2,349,411	05/16/2000
The Endurance International Group, Inc.	US	DEVELOPERS CHOICE	77/556,727	08/27/2008
-		(and Design)		
The Endurance International Group, Inc.	US	FAT COW (and Design)	3,175,990	11/28/2006
The Endurance International Group, Inc.	US	FATCOW WEB HOSTING	2,828,895	04/06/2004
The Endurance International Group, Inc.	US	FATCOW	77/556,714	08/27/2008
The Endurance International Group, Inc.	US	HYPERMART	2,292,547	11/16/1999
The Endurance International Group, Inc.	US	READYHOSTING.COM	2,734,910	07/08/2003
		(and Design)		
The Endurance International Group, Inc.	US	THE PERFECT HOSTING	78/399,913	04/11/2004
		SOLUTION		
The Endurance International Group, Inc.	US	VIRTUAL AVENUE FREE	2,367,849	07/18/2000
		VIRTUAL DOMAIN		
		HOSTING (and Design)	l	

Trade Names			
Name	Trade Name		
Endurance International Group Holdings, LLC	N/A		
EIG Investors Corp.	N/A		

 $<sup>^{1}</sup>$  US PTO record shows applicant as "IPower DBA IPOWERWEB, Inc." which appears to be a typographical error. Correct owner name is IPOWER, INC.

K&E 13444509.

<u>Trade Names</u>		
The Endurance International Group, Inc.	BizLand	
1,	AccountSupport	
	DomainHost	
	EasyCGI	
	eHost	
	EntryHost	
	FreeYellow	
	HyperMart	
	IMOutdoors	
	PureHost	
	USANetHosting	
	VirtualAve	
	Xeran	
	FatCow	
	NetWorks	
	BlueDomino	
	HostCentric	
	ReadyHosting	
	PowWeb	
	Yourwebhosting	
Domain Name Holding Company, Inc.	N/A	
Caird Corporation	N/A	
Dot5Hosting, Inc.	Dot5Hosting	
IPower, Inc.	IPower	
	IPowerWeb	
StartLogic, Inc.	StartLogic	

# **Common Law Trademarks**

- 1. AccountSupport
- 2. BlueDomino
- 3. DOT5HOSTING.COM
- 4. DomainHost
- 5. EasyCGI
- 6. eHost
- 7. EntryHost
- 8. FreeYellow
- 9. HostYourSite
- 10. HyperMart
- 11. Networks
- 12. PureHost
- 13. USANetHosting
- 14. VirtualAvenue
- 15. Xeran
- 16. YourWebHosting

# Trademarks Not Currently In Use

None.

K&E 13444509.

# Trademark Licenses

- 1. The YellowBrix Service License Agreement, entered into on June 6, 2006 by and between YellowBrix, Inc. and IPOWER, INC. (the "YellowBrix Agreement").
- 2. The License Agreement ("SWsoft Agreement") including the license for Virtuozzo, Virtualization Software and Plesk Control Panel, dated April 4, 2004 by and between SWsoft, Inc. and IPOWER, INC...
- 3. The Partner Reseller Agreement entered into as of May 1, 2006 by and between IPOWER, INC. and Edynamo LLC (the "Edynamo Agreement").
- 4. The Google Referral Program Agreement entered into on December 21, 2006, by and between IPOWER, INC. and Google, Inc.
- 5. The Technology License Agreement dated December 24, 2003, entered by and between the The Endurance International Group, Inc. and ImOutdoors, Inc.
- 6. Verisign Channel Program Master Services Agreement, dated as of February 14, 2002, between Ready Hosting, Inc. and Verisign Inc. (assigned by Verisign Inc. to NetWork Solutions, LLC on November 25, 2003), as amended. This agreement was assigned to The Endurance International Group, Inc. pursuant to the Assignment Contract effective as of January 16, 2006 in conjunction with the Asset Purchase Agreement dated as of September 28, 2005 between Ready Hosting, Inc. and The Endurance International Group, Inc (the "Verisign Agreement").
- 7. Network Solutions Partner Agreement dated as of March 25, 2004 by and between Network Solutions, LLC and The Endurance International Group, Inc.
- 8. Partner Agreement, dated as of June 20, 2006, by and between Arteis Inc.(Logo Works) and The Endurance International Group, Inc. for Logo Creation Services (the "Arteis Agreement").
- 9. Partnership Agreement, dated as of May 22, 2007, by and between Sevence, LLC d/b/a Boomtime and The Endurance International Group, Inc. for Online Gift Card Service (the "Boomtime Agreement").
- 10. License Agreement, dated as of September 6, 2006, by and between Content Management and The Endurance International Group, Inc. for Web Site Building Tools (the "Content Management Agreement").
- 11. Agreement with Google Adwords for Free Google Adword Credits, dated September 4, 2007, for The Endurance International Group, Inc. customers (the "Google Adwords Agreement").
- 12. Agreement with Google Webmaster Tools for Access to Google Webmaster Tools and other tools, dated March 28, 2008, for The Endurance International Group, Inc. customers (the "Google Webmaster Tools Agreement").
- 13. Agreement with Google Webmaster Tools Amendment CSB/CSE, dated May 16, 2008, for Access to Google (the "Google Webmaster Tools Amendment Agreement").
- 14. Reseller Agreement, dated as of August 17, 2006 by and between Collaboration Online, Limited Company d/b/a groupSPARK and as 123together.com and The Endurance International Group, Inc (the "GroupSpark Agreement").
- 15. Reseller and Promotion Agreement, dated as of May 21, 2008, by and between

K&E 13444509

# **Trademark Licenses**

- The Endurance International Group, Inc. and Nextiva, Inc (the "Nextiva Agreement").
- 16. Agreement with Ratepoint, dated October 31, 2007, by and between RatePoint, Inc. and The Endurance International Group, Inc. for Online Customer Feedback Management System (the "Ratepoint Agreement").
- 17. ShopSite Distributor Agreement, dated as of July 10, 2001, as amended by Amendment Number 1 dated May 30, 2003, and further amended by Amendment Number 2 dated August 1, 2007 by and between ShopSite, Inc. and The Endurance International Group, Inc. (formerly, Bizland, Inc.) for the license of store creation and online management software (the "Shopsite Agreement").
- 18. CJ Access Advertiser Service Agreements with Commission Junction, Inc., dated January 1, 2008 by and between Commission Junction, Inc. and The Endurance International Group, Inc. for the Affiliate Marketing Programs (the "CJ Agreements").
- 19. Reseller Agreement dated as of November 12, 2007, by and between The Endurance Group International, Inc. and Comtel Telecom Assets LP (d/b/a Excel Telecommunications) (the "Excel Agreement").
- 20. Agreement dated as of December 26, 2007 by and between The Endurance International Group, Inc. and WebFinity, Inc. for Integration/Referral Agreement (the "Webfinity Agreement").
- 21. Abovenet Agreement, dated October 8, 2003, by and between Abovenet and The Endurance International Group, Inc.
- 22. Purchase Agreement, dated as of June 22, 2007, as amended, by and between Bizanga, Ltd. and The Endurance International Group, Inc. for Bizanga and Cloudmark.

Service Marks, Registered Service Marks and Service Mark Applications

None.

K&E 13444509

# AMENDMENT NO. 1 to SCHEDULE I to TRADEMARK SECURITY AGREEMENT

In accordance with Section 5 of the Trademark Security Agreement, dated October 10, 2008, among Grantors and Collateral Agent (each as defined therein), Collateral Agent does hereby amend Schedule I to the Trademark Security Agreement to include the following trademarks.

# **Trademark Registrations/Applications**

Grantor	Country	Mark	App/Reg No.	App/Reg Date
Dot5Hosting, Inc.	US	DOT5HOSTING	77855108	10/22/2009
The Endurance	US	WEBHOST4LIFE	77843396	10/07/2009
International Group,				
Inc.				

DOC ID-11002544.1

**RECORDED: 10/30/2009**