

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304634

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Locu, Inc., as Grantor		05/13/2014	CORPORATION: DELAWARE
Media Temple, Inc., a California corporation, as Grantor		05/13/2014	CORPORATION: CALIFORNIA
Outright Inc., a Delaware corporation, as Grantor		05/13/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4287612	LOCU
Registration Number:	3401234	(MT)
Registration Number:	4445335	DOMAINMOVER
Registration Number:	2478206	MEDIA TEMPLE
Registration Number:	4213449	MEDIA TEMPLE
Registration Number:	3403620	VIRB
Registration Number:	3403621	VIRB
Registration Number:	3403622	VIRB
Registration Number:	3407314	VIRB
Registration Number:	3949647	FREE YOURSELF FROM ACCOUNTING
Registration Number:	4410998	M.DOT
Registration Number:	4410999	M.DOT
Registration Number:	4183583	OUTRIGHT
Registration Number:	3986736	OUTRIGHT
Serial Number:	85892328	VIRB
Serial Number:	85966464	CLOUDTECH

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85821155	WE HOST GREAT IDEAS
Serial Number:	85821169	HOSTING GREAT IDEAS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	05/15/2014

Total Attachments: 9

- source=19 - Trademark Security Agreement#page1.tif
- source=19 - Trademark Security Agreement#page2.tif
- source=19 - Trademark Security Agreement#page3.tif
- source=19 - Trademark Security Agreement#page4.tif
- source=19 - Trademark Security Agreement#page5.tif
- source=19 - Trademark Security Agreement#page6.tif
- source=19 - Trademark Security Agreement#page7.tif
- source=19 - Trademark Security Agreement#page8.tif
- source=19 - Trademark Security Agreement#page9.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Locu, Inc., as Grantor

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 13, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC, as Collateral Agent

Street Address: 745 7th Avenue

City: New York

State: New York

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 05501.0232

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

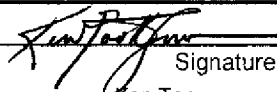
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Ken Tan

05/13/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name and address of conveying party(ies)

Media Temple, Inc., a California corporation, as Grantor
Citizenship – USA – CA
14455 N Hayden Road, Suite 219
Scottsdale, AZ 85260

Outright Inc., a Delaware corporation, as Grantor
Citizenship – USA – DE
14455 N Hayden Road, Suite 219
Scottsdale, AZ 85260

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 13, 2014 is made by each of the Subsidiaries listed on the signature pages hereto (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 Credit Agreement, dated as of December 16, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, Borrower, the Lenders party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, 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 Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, Borrower and the Subsidiaries from time to time party thereto have executed and delivered a Security Agreement, dated as of December 16, 2011 in favor of the Agent (together with all amendments, modifications and supplements from time to time thereafter made thereto, including, without limitation, that certain Supplement No. 1 dated as of the date hereof, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; 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 Borrower 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, each Grantor 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. Each Grantor hereby grant a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks (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; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted hereby have 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. Each Grantor does 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.

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.

LOCU, INC,
as Grantor

By: 

Name: Michael Zimmerman

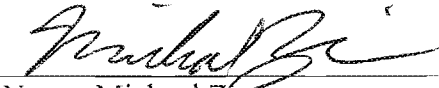
Title: Executive Vice President

[Grant of Security Interest in Trademark Property Rights]

TRADEMARK
REEL: 005280 FRAME: 0862

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.

OUTRIGHT INC,
as Grantor

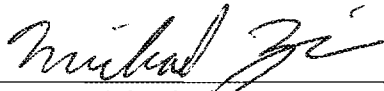
By: 
Name: Michael Zimmerman
Title: Executive Vice President

[Grant of Security Interest in Trademark Property Rights]

TRADEMARK
REEL: 005280 FRAME: 0863

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.

MEDIA TEMPLE, INC,
as Grantor

By: 
Name: Michael Zimmerman
Title: Chief Financial Officer and Secretary

[Grant of Security Interest in Trademark Property Rights]

TRADEMARK
REEL: 005280 FRAME: 0864

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: Ritam Bhalla
Title: Director

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Locu, Inc.	1568261	Pending	LOCU
Locu, Inc.	010717254	010717254	LOCU
Locu, Inc.	85419972	4287612	LOCU
Media Temple, Inc.	1561037	TMA843929	MEDIA TEMPLE
Media Temple, Inc.	007023708	007023708	MEDIA TEMPLE
Media Temple, Inc.	008498149	008498149	(mt)
Media Temple, Inc.	305315374	30531537	(mt) mediatemple
Media Temple, Inc.	2009-088782	5346633	(mt) MEDIA TEMPLE
Media Temple, Inc.	UK00002416176	2416176	MEDIA TEMPLE
Media Temple, Inc.	85966464	Pending	CLOUDTECH
Media Temple, Inc.	85821169	4522946	HOSTING GREAT IDEAS
Media Temple, Inc.	85892328	Pending	VIRB & DESIGN
Media Temple, Inc.	85821155	4522945	WE HOST GREAT IDEAS
Media Temple, Inc.	77231409	3401234	(mt)
Media Temple, Inc.	85821117	4445335	DOMAINMOVER
Media Temple, Inc.	78008381	2478206	MEDIA TEMPLE
Media Temple, Inc.	85532098	4213449	MEDIA TEMPLE
Media Temple, Inc.	78960797	3403620	VIRB
Media Temple, Inc.	78960806	3403621	VIRB
Media Temple, Inc.	78960831	3403622	VIRB
Media Temple, Inc.	78960849	3407314	VIRB (In Rectangle with Circle Design)
Outright Inc.	76703886	3949647	FREE YOURSELF FROM ACCOUNTING
Outright Inc.	85861334	4410998	M.DOT (WORD MARK)
Outright Inc.	85861338	4410999	M.DOT LOGO
Outright Inc.	77654729	4183583	OUTRIGHT
Outright Inc.	77981923	3986736	OUTRIGHT

Material Inbound Exclusive Licenses in U.S. Trademarks

None.