

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Callcatchers, Inc.		05/08/2017	Corporation: DELAWARE
Go Daddy Operating Company LLC		05/08/2017	Limited Liability Company: 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: 21			
Property Type	Number	Word Mark	
Registration Number:	4936391	THE VOICE OF SMALL BUSINESS	
Registration Number:	4187931	CLOUDNUMBER	
Registration Number:	3747639	CLOUDPBX	
Registration Number:	3597563	ADTRAKKER	
Registration Number:	3675133	FAXFREEDOM	
Registration Number:	3546224	FREEDOMIQ	
Registration Number:	3427951	FREEDOMIQ	
Registration Number:	3470145	FREEDOMVOICE SYSTEMS	
Registration Number:	3470144	FREEDOMVOICE	
Serial Number:	87336431	SMARTLINE	
Serial Number:	87312272	GOCENTRAL	
Serial Number:	86964922	GODADDY	
Registration Number:	4157859	IT'S GO TIME	
Registration Number:	4549193	GODADDY	
Registration Number:	4472643	GODADDY	
Registration Number:	4472642	GODADDY BOWL	
Registration Number:	4472631	GODADDY	
Registration Number:	4304505	AFTERNIC	
TRADEMARK			

OP \$540.00 4936391

Property Type	Number	Word Mark
Registration Number:	4339570	NAMEFIND
Registration Number:	4005161	LIST ONCE. SELL EVERYWHERE.
Registration Number:	3258192	SMARTNAME

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

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: 05/09/2017

Total Attachments: 6

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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):

- 1. Callcatchers, Inc.
- 2. Go Daddy Operating Company, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. Corp.-DE; 2. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 8, 2017

- 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: NY

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) Text

B. Trademark Registration No.(s)

See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

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

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

21

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:

Elaine Carrera
Signature

May 8, 2017
Date

Elaine Carrera

Name of Person Signing

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

6

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

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of May 8, 2017 is made by CallCatchers, Inc., a Delaware corporation and Go Daddy Operating Company, LLC, a Delaware limited liability company (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, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Go Daddy Operating Company, LLC, a Delaware limited liability company and GD Finance Co., Inc., a Delaware corporation (the “Borrowers”), 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 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 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 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 Grantors' "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 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.

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.


CALLCATCHERS, INC.,
as Grantor

DocuSigned by:
Nima Kelly
By: _____
Name: Nima Kelly
Title: Secretary

GO DADDY OPERATING COMPANY, LLC,
as Grantor

DocuSigned by:
Nima Kelly
By: _____
Name: Nima Kelly
Title: Executive Vice President, General Counsel, and
Secretary

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: Graeme Palmer

Title: Assistant Vice President

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006055 FRAME: 0353

SCHEDULE A

U.S. Trademark Registrations and Applications

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	CallCatchers, Inc.	THE VOICE OF SMALL BUSINESS	86744397 09/01/2015	4936391 04/12/2016
2.	CallCatchers, Inc.	CLOUDNUMBER	85370492 07/13/2011	4187931 08/07/2012
3.	CallCatchers, Inc.	CLOUDPBX	77612939 11/12/2008	3747639 02/09/2010
4.	CallCatchers, Inc.	ADTRAKKER	77433184 03/27/2008	3597563 03/31/2009
5.	CallCatchers, Inc.	FAXFREEDOM	77433140 03/27/2008	3675133 09/01/2009
6.	CallCatchers, Inc.	FREEDOMIQ	77410105 02/29/2008	3546224 12/16/2008
7.	CallCatchers, Inc.	FREEDOMIQ	77225914 07/10/2007	3427951 05/13/2008
8.	CallCatchers, Inc.	FREEDOMVOICE SYSTEMS	77001384 09/18/2006	3470145 07/22/2008
9.	CallCatchers, Inc.	FREEDOMVOICE	77001354 09/18/2006	3470144 07/22/2008
10.	Go Daddy Operating Company, LLC	SMARTLINE	87336431 02/15/2017	Pending ITU
11.	Go Daddy Operating Company, LLC	GOCENTRAL	87312272 01/24/2017	Pending ITU
12.	Go Daddy Operating Company, LLC	GODADDY	86964922 04/05/2016	Pending ITU
13.	Go Daddy Operating Company, LLC	IT'S GO TIME	85458667 10/28/2011	4157859 06/12/2012
14.	Go Daddy Operating Company, LLC	GODADDY	85981775 03/20/2013	4549193 06/10/2014
15.	Go Daddy Operating Company, LLC	GODADDY	85980751 05/01/2013	4472643 01/21/2014
16.	Go Daddy Operating Company, LLC	GODADDY BOWL	85980746 05/03/2013	4472642 01/21/2014
17.	Go Daddy Operating Company, LLC	GODADDY	85980638 03/14/2013	4472631 01/21/2014
18.	Go Daddy Operating Company, LLC	AFTERNIC	85657561 06/21/2012	4304505 03/19/2013
19.	Go Daddy Operating Company, LLC	NAMEFIND	85512827 01/10/2012	4339570 05/21/2013
20.	Go Daddy Operating Company, LLC	LIST ONCE. SELL EVERYWHERE.	85124649 09/08/2010	4005161 08/02/2011
21.	Go Daddy Operating Company, LLC	SMARTNAME	78889174 05/22/2006	3258192 07/03/2007