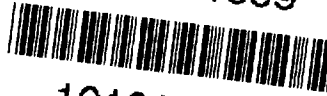
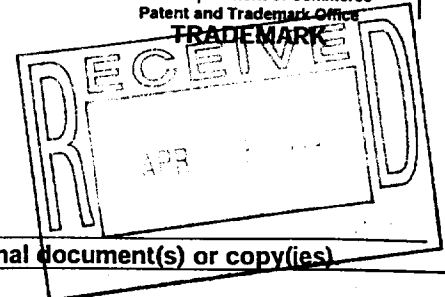


04-19-1999



101015793



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

4.9.99

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Primetrics, LLC.

03101999

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization U.S. Texas

#### Receiving Party

Mark if additional names of receiving parties attached

Name Interliant, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1301 Fannin, Suite 700

Address (line 2) \_\_\_\_\_

Address (line 3) Houston Texas, U.S.A. 79002  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization U.S. Texas

04/16/1999 DNGUYEN 00000063 75365331

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TRADEMARK  
REEL: 001885 FRAME: 0074

REEL: 1885 FRAME: 0074

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

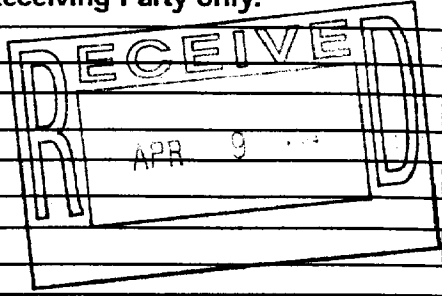
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75365331"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Roni A. Siegel  
Name of Person Signing

Roni A. Siegel  
Signature

4/8/99  
Date Signed

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made as of the 10th day of March, 1999, from PRIMETRICS, L.L.C., a Limited Liability Company organized under the laws of the State of Texas, having a place of business at 1301 Fannin, Suite 700, Houston, Texas 77002 (hereinafter referred to as "Assignor"), to INTERLIANT, INC., a corporation organized under the laws of the State of Texas, having a place of business at 1301 Fannin, Suite 700, Houston, Texas 77002 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the trademarks and/or service marks and the trademark and/or service mark registrations and applications identified on Schedule A attached hereto (hereinafter collectively, the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, Assignee is acquiring from Assignor that portion of the business to which the Trademarks pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that, to its knowledge, it owns the Trademarks free and clear of all material liens and encumbrances.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at its expense, communicate to Assignee any facts relating to the Trademarks known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of this 16<sup>th</sup> day of March 1999.

ASSIGNOR:  
PRIMETRICS, L.L.C.

By: James M. Lidestri  
James M. Lidestri  
Manager

STATE OF }  
                  } ss:  
COUNTY OF }

Before me, the undersigned, a Notary Public of the State of New York, personally appeared James M. Lidestri, having been sworn by me according to law did depose and say he was the Manager of Primetrics, L.L.C. (the "Company") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Company.

WITNESS my hand and notarial seal this 16<sup>th</sup> day of March, 1999.

Katherine M. Scovin  
(Written Signature)  
  
\_\_\_\_\_  
(Printed Signature)

KATHERINE M. SCOVIN  
NOTARY PUBLIC, State of New York  
No. 01SC6017031  
Qualified in Kings County  
Commission Expires December 7, 2000

ASSIGNEE:  
INTERLIANT, INC.

By: James M. Lidestri  
James M. Lidestri  
President and Chief Executive Officer

Schedule A

**Trademark Applications**

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
PRIMETRICS	75/365,331	9/30/97

**Other**

WEB SYSTEMS

WEB COMPONENTS

SITEBUILDER

All other trademarks and service marks owned by Assignor