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11-03-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Box Assignments
Commissioner of
Patents and
Trademarks
Washington DC 20231

CERTIFICATE OF MAILING

I hereby certify that this correspondence and any documents indicated as being enclosed therein are being deposited with United States Postal Service as first class mail in an envelope addressed to "Box Assignments, Commissioner of Patents and Trademarks, Washington DC 20231"

10-31-00
Date of Deposit

Jean A. Burns

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

1. Name of Conveying Party(s): MacIver Corporation
2. Name and Address of Receiving Party(s):
Name: Verio Inc. 12-01-2000
Address: 8005 S. Chester St., Suite 200
Englewood, CO 80112
Type of entity: Delaware Corporation 101535014
3. Nature of Conveyance: Sales Agreement and Assignment
Execution Date: 11/30/99
4. Application Number(s) and/or Registration Numbers: 75/629911
5. Name and Address of Party to Whom Correspondence Concerning Document Should Be Mailed:
J. Owen Borum
Gibson, Dunn & Crutcher, LLP
1801 California, Suite 4100
Denver, CO 80202
6. Total Number of Applications and/or Registrations Involved: 1
7. Total Fee: \$40.00 Enclosed (Check No. 42810)
8. 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.

Dated: 10/31/2000

J. Owen Borum

Enclosed: Agreement/Assignment (3 pages), Check No. 42810, postcard receipt
Atty. Docket: 94518-00077

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SALE AGREEMENT

11-03-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

THIS AGREEMENT made this 21st day of November, 1999, is between MacIver Corporation ("Seller") and Verio Inc. ("Buyer").

Seller is the owner of the Internet domain names WEBSITES.COM, WBSITE.COM, WBSITES.COM, and WEBSITS.COM (collectively, the "Domain Names") and the trademark WEBSITES.COM which is evidenced by U.S. trademark application no. 75-629911 (the "Trademark"). Seller desires to sell and Buyer desires to buy the Domain Names, the Trademark, and all goodwill associated therewith (collectively the "Property") on the terms set forth below.

1. *Purchase Price.* The purchase price to be paid by Buyer to Seller for the Property is \$725,000.00. The entire purchase price shall be paid by Buyer by check or other method agreeable to the parties upon execution of this Agreement, to be held in escrow by mutually agreed-upon attorneys for Seller until Buyer authorizes release thereof upon completion of the transfer of the Property as herein provided.

2. *Transfer of Property.*

a. Domain Names. Simultaneous with the execution and delivery of this Agreement, Seller shall fully execute and deliver to Buyer the Registrant Name Change Agreement substantially in the form of Exhibit A attached hereto or any superseding version thereof promulgated by the domain name registrar and shall otherwise fully perform the actions necessary to transfer the Domain Names to Buyer through the then-effective email transfer procedures of the domain name registrar.

b. Trademark. Simultaneous with the execution and delivery of this Agreement, Seller shall fully execute and deliver to Buyer the Trademark Assignment substantially in the form of Exhibit B attached hereto.

3. *Alternate Methods of Transfer of Property and Further Assurances.* At the request of Buyer, Seller shall undertake all other reasonable actions necessary to transfer the full right, title, and interest in and to the Property to Buyer. This shall include, without limitation, that Seller will promptly reply to the Network Solutions Inc. (or any successor entity) Update Confirmation E-mails sent in order to facilitate the complete transfer of the Domain Names to Buyer and to cause Network Solutions, Inc. to update the Registrant, Administrative Contact/Agent, Technical Contact, Billing Contact, primary Server Hostname, Primary Server Netaddress, Secondary Server Hostname, and Secondary Server Netaddress to reflect said transfer. The parties agree to execute any other documents or take any other actions necessary to transfer the full right, title, and interest in the Property to Buyer.

4. *Representations.* Seller hereby represents and warrants that it has ownership of the Property free and clear of all liens, licenses, security interests and

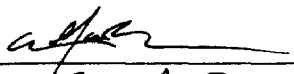
encumbrances, and that it has full power and authority to enter into this Agreement and to transfer the Property as herein provided.

5. *Confidentiality.* Seller shall not publicize the existence or provisions of this Agreement until the sooner of one year after the date hereof or Buyer's acquisition of the domain name website.com.

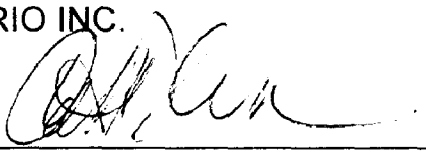
6. *General Provisions.* This Agreement is the entire agreement and understanding of the parties regarding the subject matter hereof, and may not be changed or supplemented except by a written instrument signed by both parties. This Agreement shall not be assigned by Seller except as part of the sale of substantially all the business of Seller to which it pertains. This Agreement is governed by the internal law of the State of Colorado, and any legal proceedings hereunder shall be conducted in the Federal or State courts sitting in Denver, Colorado, and the parties hereby consent to personal jurisdiction over them in such courts.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first set forth above.

MACIVER CORPORATION

By: 
Name: Eric MacIver
Title: President

VERIO INC.

By: 
Name: Carla Hamre Donelson
Title: Vice President, General Counsel
and Secretary

EA992790.059/15+

EXHIBIT B

ASSIGNMENT

WHEREAS, MacIver Corporation, having an address of 460 N. Mesa Dr. #207, Mesa, AZ 85201 (referred to as "Assignor") has adopted the mark WEBSITES.COM and has filed an application for registration of such mark in the United States Patent and Trademark Office, Application No. 75-629911 filed 02/01/1999; and

WHEREAS, Verio Inc., having an address of 8005 S. Chester Street, Suite 200, Englewood, CO 80112 (referred to as "Assignee") is desirous of acquiring said Mark and the application for registration thereof and to become a successor to the business to which such Mark pertains pursuant to a Service and Sale Agreement of even date herewith (the "Sale Agreement");

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, and transfer unto Assignee all right, title and interest in and to said Mark and to the business to which the Mark pertains pursuant to such Sale Agreement.

MACIVER CORPORATION

By: [Signature]

Date: 11/30/99

Name: Eric MacIver

Title: President

STATE OF Arizona)
COUNTY OF Maricopa)

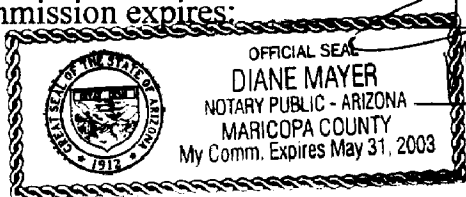
The foregoing instrument was acknowledged before me this 30th day of November, 1999, before me appeared Eric MacIver the person who signed this instrument, who acknowledged that he/she signed it as a free act on the behalf of the identified corporation.

Witness my hand and official seal.

My commission expires:

[Signature: Diane Mayer]

May 31, 2003



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