

03-26-2002

Form PTO-1594 RE
(Rev. 03/01)
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Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102030399

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3-7-02
Website Pros, Inc.
12735 Gran Bay Parkway West, Building 200
Jacksonville, FL 32258
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: PNC Bank, National Association (as Agent)
Internal Address: Special Assets Division
Street Address: 1600 Market Street, 11th Floor
City: Philadelphia State: PA Zip: 19103
 Individual(s) citizenship
 Association National Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other _____
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)
Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
2002 MAR -7 PM 3:23

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Reaffirmation of, Consent and
and Copyright Security Agreement
Execution Date: 02/14/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/074,812
75/854,193 75/853,258
75/854,192 75/854/161
Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
2,182,006 AND 2,206,622

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lauren Lonergan Taylor, Esquire
Internal Address: DUANE MORRIS LLP
Street Address: 4200 One Liberty Place
City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Lauren Lonergan Taylor, Esquire
Name of Person Signing Lauren Lonergan Taylor Signature 3-7-02 Date
Total number of pages including cover sheet, attachments, and document: 7

03/26/2002 LNUELLER 00000042 76074812

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481 40.00 OP
02 FC:482 150.00 OP

TRADEMARK
REEL: 002477 FRAME: 0358

**REAFFIRMATION OF, CONSENT AND JOINDER TO, PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

This REAFFIRMATION OF, CONSENT AND JOINDER TO, PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement") dated as of February 14, 2002 is made by Innuity, Inc. (the "Borrower"), Merchant Commerce, Inc. and Innuity Acquisition Corp. (collectively, the "Guarantors"), and Website Pros, Inc. ("WPP") in favor of PNC BANK, National Association, as agent (the "Agent") for the banks (the "Banks") who may from time to time be party to the Loan Agreement (as hereinafter defined).

BACKGROUND

A. The Borrower, the Guarantors, the Agent, and the Banks are parties to that certain Loan Agreement dated as of April 23, 2001 (as modified from time to time, the "Loan Agreement"), pursuant to which the Bank agreed to make available to the Borrower various credit facilities upon the terms and conditions specified in the Loan Agreement.

B. On April 23, 2001, the Guarantors executed a Continuing Agreement of Guaranty and Suretyship in favor of the Agent (the "Guaranty") guaranteeing all of the Obligations of the Borrower under the Loan Agreement and the other Loan Documents (as such term is defined in the Loan Agreement).

C. In order to secure (i) all of the Borrower's obligations to the Agent and the Banks under, *inter alia*, the Loan Agreement; and (ii) all of the Guarantors' obligations to the Agent under, *inter alia*, the Guaranty, the Borrower and the Guarantors (collectively, the "Pledgors") executed in favor of the Agent that certain Patent, Trademark and Copyright Security Agreement dated as of April 23, 2001 (the "Intellectual Property Security Agreement").

D. In connection with the acquisition of certain of the Borrower's assets by WPI, at the request of the Borrower and WPI: (i) the Agent and the Banks have agreed to restructure the Obligations as a two year term loan; and (ii) WPI has, as of the date hereof, agreed to become jointly and severally liable with the Borrower to the Agent and the Banks for the full payment and performance of the Obligations under the Loan Agreement and the other Loan Documents (the "Restructuring").

E. Subject to, among other things, the execution by the Pledgors and WPI of this Agreement, the Agent and the Banks have agreed to the Restructuring and to amend the Loan Agreement in connection therewith, as more fully set forth in that certain Second Amendment to Loan Agreement dated as of the date hereof by and among the Borrower, the Guarantors, WPI, the Agent and the Banks (the "Second Amendment;" together with all agreements, instruments and documents executed in connection therewith, collectively, are referred to herein as the "Second Amendment Documents").

F. In order to induce the Agent and the Banks to enter into the Second Amendment Documents: (i) the Pledgors have agreed to reaffirm their covenants and agreements under the Intellectual Property Security Agreement in accordance with the provisions hereof; and (ii) WPI has agreed to consent to and join the covenants and agreements under the Intellectual Property Security Agreement in accordance with the provisions hereof.

G. The Pledgors and WPI have determined that their execution, delivery and performance of this Agreement is in their best interests.

H. All terms capitalized but not defined herein shall have the meanings ascribed to them in the Intellectual Property Security Agreement.

NOW, THEREFORE, the parties hereto, incorporating the foregoing by reference, and intending to be legally bound, agree as follows:

1. The Pledgors acknowledge and consent to the terms and conditions set forth in the Second Amendment Documents.

2. The Pledgors hereby acknowledge and consent to the terms and conditions set forth in the Loan Agreement and the Loan Documents, all as amended by the Second Amendment Documents, and hereby ratify, affirm and reaffirm in all respects the Intellectual Property Security Agreement, including, without limitation, all terms, conditions, representations and covenants in the Intellectual Property Security Agreement.

3. All references to the Intellectual Property Security Agreement in the Loan Agreement, and any of the other documents executed in connection therewith shall be deemed to refer to the Intellectual Property Security Agreement as amended through the date hereof and as it may be amended in the future.

4. The Pledgors hereby agree to do any and all such further acts, and to execute and/or deliver to and for the benefit of the Agent any and all additional documents that may be required for the Agent to perfect its interests hereunder.

5. The Pledgors hereby acknowledge the continued existence, validity and enforceability of the Intellectual Property Security Agreement, and acknowledge that the Agent holds a perfected security interest in the Patents, Trademarks and Copyrights to secure the Secured Obligations, under, *inter alia*, the Loan Agreement and Loan Documents, and agree that the terms, conditions, representations and covenants contained in the Intellectual Property Security Agreement are binding upon them.

6. WPI hereby agrees that, effective as of the date hereof, WPI is and shall be deemed to be, a Pledgor under the Intellectual Property Security Agreement with all of the rights and obligations of a Pledgor thereunder, and the term "Pledgor" when used in the Intellectual Property Security Agreement shall include WPI, collectively, jointly and severally with the

Pledgors. As a result: (i) WPI shall be fully obligated under the terms of, and subject to the conditions of, the Intellectual Property Security Agreement to the same extent as if it were an original signatory to the Intellectual Property Security Agreement; and (ii) WPI shall be liable to the Agent, and hereby assumes and agrees to be liable for, all of the obligations and duties of the Pledgors under the Intellectual Property Security Agreement as applicable to the same extent as if it were an original signatory to the Intellectual Property Security Agreement. WPI hereby agrees with the Agent that it shall perform, comply with and be subject to and be bound by, jointly and severally with the Pledgors, each of the terms, provisions and conditions of the Intellectual Property Security Agreement. WPI hereby represents and warrants that WPI has heretofore received a true and correct copy of the Intellectual Property Security Agreement (including any amendments, supplements or waivers with respect thereto) as in effect on the date hereof. WPI hereby makes, affirms, and ratifies in favor of the Agent the Intellectual Property Security Agreement and each of the other Loan Documents entered into by and among one or more of the Pledgors and the Agent and/or the Banks.

7. In furtherance of the foregoing, WPI hereby agrees to do any and all such further acts, and to execute and/or deliver to and for the benefit of the Agent any and all additional documents that may be required for the Agent to perfect its interests hereunder.

8. This Agreement shall be construed in accordance with and governed by the substantive laws of the Commonwealth of Pennsylvania without reference to conflict of law principles.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Reaffirmation of, Consent and Joinder to, Patent, Trademark and Copyright Security Agreement as of the day and year first above written.

Attest: INNUITY, INC.

By: _____
Title: _____

By: _____
Title: _____

Attest: MERCHANT COMMERCE, INC.

By: _____
Title: _____

By: _____
Title: _____

Attest: INNUITY ACQUISITION CORP.

By: _____
Title: _____

By: _____
Title: _____

Attest: WEBSITE PROS, INC.

By: Kari M. Coney
Title: CA

By: David L. B...
Title: CEO

Witness: PNC Bank, National Association, as Agent


By: _____
Title: _____

By: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Reaffirmation of, Consent and Joinder to, Patent, Trademark and Copyright Security Agreement as of the day and year first above written.

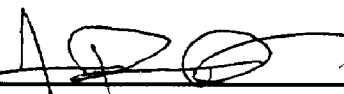
Attest: INNUITY, INC.

By: _____
Title: _____

By: 
Title: CEO

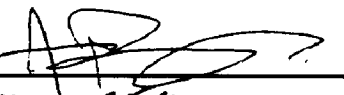
Attest: MERCHANT COMMERCE, INC.

By: _____
Title: _____

By: 
Title: CEO

Attest: INNUITY ACQUISITION CORP.

By: _____
Title: _____

By: 
Title: CEO

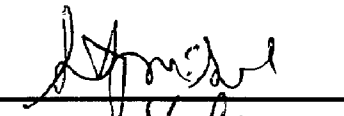
Attest: WEBSITE PROS, INC.

By: _____
Title: _____

By: _____
Title: _____

Witness: PNC Bank, National Association, as Agent

By: _____
Title: _____

By: 
Title: _____