


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

<p>1. Name of conveying party(ies):</p> <p>Registrar L.L.C.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation-State</p> <p><input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 25, 2003</u></p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>VeriSign, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>487 Middlefield Road</u></p> <p>City: <u>Mountain View</u> State: <u>CA</u> Zip: <u>94043</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Delaware</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>																																
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application Nos.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">76/220,853</td> <td style="width: 25%;">75/923,298</td> <td style="width: 25%;">75/923,276</td> <td style="width: 25%;"></td> </tr> <tr> <td>76/220,854</td> <td>76/494,289</td> <td>76/314,953</td> <td></td> </tr> <tr> <td>75/918,706</td> <td>76/494,290</td> <td>78/070,354</td> <td></td> </tr> </table> <p style="text-align: right;">Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	76/220,853	75/923,298	75/923,276		76/220,854	76/494,289	76/314,953		75/918,706	76/494,290	78/070,354		<p>B. Trademark Registration Nos.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">2,657,709</td> <td style="width: 25%;">2,555,219</td> <td style="width: 25%;">2,208,705</td> <td style="width: 25%;">2,168,997</td> </tr> <tr> <td>2,596,213</td> <td>2,549,368</td> <td>2,248,314</td> <td>2,516,314</td> </tr> <tr> <td>2,503,388</td> <td>2,742,916</td> <td>2,463,054</td> <td>2,575,307</td> </tr> <tr> <td>2,397,647</td> <td>2,389,729</td> <td>2,468,676</td> <td>2,403,159</td> </tr> <tr> <td>2,509,006</td> <td>2,198,269</td> <td>1,330,193</td> <td></td> </tr> </table>	2,657,709	2,555,219	2,208,705	2,168,997	2,596,213	2,549,368	2,248,314	2,516,314	2,503,388	2,742,916	2,463,054	2,575,307	2,397,647	2,389,729	2,468,676	2,403,159	2,509,006	2,198,269	1,330,193	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Ms. Stacey Rabbing</u></p> <p>Address: <u>VeriSign, Inc.</u></p> <p style="padding-left: 40px;"><u>21355 Ridgetop Circle</u></p> <p>City: <u>Dulles</u> State: <u>Virginia</u> Zip: <u>20166</u></p>	<p>6. Total number of applications and registrations involved: 28</p> <p>7. Total fee (37 CFR 3.41) \$715.00</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized charge to Fenwick & West deposit account</p> <p>8. Deposit account number:</p> <p style="padding-left: 20px;"><u>50-0261</u></p>																																
DO NOT USE THIS SPACE																																	
<p>9. Signature.</p> <p><u>Linda G. Henry</u> Name of Person Signing</p> <p style="text-align: center;"> Signature</p> <p style="text-align: right;"><u>December 17, 2003</u> Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 32</p>																																	

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

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Registrar L.L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 25, 2003

2. Name and address of receiving party(ies)
Name: VeriSign, Inc.
Internal
Address: _____
Street Address: 497 Middlefield Road
City: Mountain View State: CA Zip: 94043

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

4. Application number(s) or registration number(s):
A. Trademark Application Nos.

76/220,853	75/923,298	75/923,276
76/220,854	75/484,289	76/314,853
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Additional number(s) attached Yes No

B. Trademark Registration Nos.

2,657,708	2,555,219	2,208,705	2,168,897
2,596,213	2,549,368	2,248,314	2,516,314
2,603,366	2,742,816	2,463,054	2,575,307
2,397,647	2,388,728	2,468,576	2,403,159
2,609,008	2,195,269	1,330,193	


5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Ms. Stacey Rabbino
Address: VeriSign, Inc.
21355 Ridgester Circle
City: Dallas State: Virginia Zip: 20165

6. Total number of applications and registrations involved:28

7. Total fee (37 CFR 3.41)\$715.00
 Enclosed
 Authorized charge to Fenwick & West deposit account

8. Deposit account number:
52-0281

DO NOT USE THIS SPACE

9. Signature.
Linda G. Henry of Fenwick & West LLP  December 9, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 29

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

20184/00121/DOCS/1391546.1

SECURITY AGREEMENT

This Security Agreement (this "*Agreement*"), is made and entered into as of November 25, 2003, by and between Registrar L.L.C., a Delaware limited liability company ("*Grantor*"), and VeriSign, Inc., a Delaware corporation (together with its designees and assigns, "*Secured Party*").

A. Secured Party, Network Solutions, Inc., a Delaware corporation ("*NSI*"), NameSecure, Inc., a Delaware corporation ("*NameSecure*"), VeriSign.US Registrar, Inc., a Delaware corporation ("*VeriSign.US*"), and TLDS, Inc., a Delaware corporation ("*TLDS*" and, together with NSI, VeriSign, NameSecure and VeriSign.US, "*Sellers*"), Grantor, and Pivotal NS, LLC, a Delaware limited liability company ("*Pivotal*"), have entered into a certain Purchase Agreement (the "*Purchase Agreement*") dated as of October 14, 2003, pursuant to which, among other things, Buyer has purchased certain shares of capital stock of NSI and certain membership interests in Grantor. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the Contribution Agreement, Grantor will issue to VeriSign that certain Secured Senior Subordinated Promissory Note dated November 25, 2003 (the "*Note*").

C. In connection with the transactions contemplated by the Purchase Agreement and the Note, Grantor has agreed to grant a security interest to VeriSign in all of its assets on the terms set forth in this Agreement, subject only to the security interest of Ableco Finance LLC ("*Senior Lender*"), as collateral agent under that certain Security Agreement by and among Senior Lender, Pivotal and Grantor, dated November 25, 2003, granted pursuant to the Financing Agreement by and between Senior Lender, Grantor, .US Registrar L.L.C., NameSecure L.L.C. and TLDS L.L.C., each a Delaware limited liability company, dated November 25, 2003 (the "*Senior Financing Agreement*").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "*Accounts*" means any and all of Grantor's accounts, as such term is defined in Article 9 of the UCC.

1.2 "*Capital Expenditures*" means, with respect to any Person for any period, the sum of (i) the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed and including all Capitalized Lease Obligations incurred during such period and (ii) to the extent not covered by clause (i) above, the aggregate of all expenditures by

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such Person and its Subsidiaries during such period to acquire by purchase or otherwise the business or fixed assets of, or the Capital Stock of, any other Person.

1.3 "**Capitalized Lease**" means, with respect to any Person, any lease of real or personal property by such Person as lessee which is required under GAAP to be capitalized on the balance sheet of such Person.

1.4 "**Capitalized Lease Obligations**" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

1.5 "**Chattel Paper**" means any and all of Grantor's chattel paper, as such term is defined in Article 9 of the UCC, including all Electronic Chattel Paper.

1.6 "**Collateral**" has the meaning set forth in Section 2.1(a).

1.7 "**Commercial Tort Claims**" means any and all of Grantor's commercial tort claims, as such term is defined in Article 9 of the UCC.

1.8 "**Contingent Obligation**" means, with respect to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (i) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (ii) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, (iii) any obligation of such Person, whether or not contingent, (A) to purchase any such primary obligation or any property constituting direct security therefor, (B) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (C) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (D) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

1.9 "**Deposit Accounts**" means all of each Grantor's now owned or hereafter acquired right, title, and interest in "deposit accounts" (as that term is defined in the UCC).

1.10 **"Discharge of Senior Indebtedness"** means payment in full in cash of the Senior Indebtedness (other than Senior Indebtedness consisting solely of contingent indemnification obligations under the Senior Loan Documents) or such other satisfaction in full of the Senior Indebtedness.

1.11 **"Documents"** means any of Grantor's documents, as such term is defined in Article 9 of the UCC.

1.12 **"Electronic Chattel Paper"** means any and all of Grantor's electronic chattel paper, as such term is defined in Article 9 of the UCC.

1.13 **"Equipment"** means any and all of Grantor's equipment, including any all fixtures, as such terms are defined in Article 9 of the UCC.

1.14 **"Event of Default"** has the meaning set forth in Section 4.1.

1.15 **"General Intangibles"** means any and all of Grantor's general intangibles, as such term is defined in Article 9 of the UCC, including without limitation all Intellectual Property Rights.

1.16 **"Indebtedness"** means, with respect to any Person, without duplication, (i) all indebtedness of such Person for borrowed money; (ii) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 90 days after the date such payable was created and other than any deferred revenues); (iii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (iv) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (v) all Capitalized Lease Obligations of such Person; (vi) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (vii) all Contingent Obligations; (viii) liabilities incurred under Title IV of ERISA with respect to any plan (other than a Multiemployer Plan) covered by Title IV of ERISA and maintained for employees of such Person or any of its ERISA Affiliates; (ix) withdrawal liability incurred under ERISA by such Person or any of its ERISA Affiliates with respect to any Multiemployer Plan; (x) all other items which, in accordance with GAAP, would be included as liabilities on the liability side of the balance sheet of such Person and excluding all deferred revenues; and (xi) all obligations referred to in clauses (i) through (x) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

1.17 "**Instruments**" means any and all of Grantor's instruments, as such term is defined in Article 9 of the UCC.

1.18 "**Intellectual Property Rights**" means all intellectual property rights of any nature or character including, without limitation, and whether domestic or foreign: (A) all patents and patent applications of Grantor, including those listed on Schedule 1.18 (collectively, the "**Patents**"), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (B) all copyrights and applications for copyright, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and whether registered or unregistered, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including all licenses related to the foregoing and all income, royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright; (C) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names of Grantor, including those listed on Schedule 1.18, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; and (D) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs.

1.19 "**Inventory**" means any and all of Grantor's inventory, as such term is defined in Article 9 of the UCC.

1.20 "**Investment Property**" means any and all of Grantor's investment property, as such term is defined in Article 9 of the UCC.

1.21 "**Obligations**" means the indebtedness of Grantor to Secured Party under or in connection with the Note, including, without limitation, all unpaid principal of the Note, all interest accrued thereon and all other amounts payable by Grantor to Secured Party thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and any indebtedness of Grantor to Secured Party incurred hereafter and evidenced in a writing which indicates that such indebtedness is secured by the security interests granted hereby.

1.22 "**Permitted Indebtedness**" means:

- (a) any Obligations;

(b) Indebtedness listed on Schedule 7.02(b) to the Senior Financing Agreement, and the extension of maturity, refinancing or modification of the terms thereof; provided, however, that (i) such extension, refinancing or modification is pursuant to terms that are not less favorable to Grantor, or the other Loan Parties, and Senior Lender than the terms of the Indebtedness being extended, refinanced or modified and (ii) after giving effect to such extension, refinancing or modification, the amount of such Indebtedness is not greater than the amount of Indebtedness outstanding immediately prior to such extension, refinancing or modification plus accrued interest thereon and the fees incurred in connection with the extension, refinancing, or modification;

(c) subject to the terms and conditions of the Intercreditor Agreement, the Senior Indebtedness;

(d) Indebtedness evidenced by Capitalized Lease Obligations entered into after the date hereof in order to finance Capital Expenditures made by Grantor or the other Loan Parties in accordance with the provisions of Section 7.02(g) of the Senior Financing Agreement, which Indebtedness, when aggregated with the principal amount of all Indebtedness incurred under this clause (d) does not exceed \$500,000 at any time outstanding;

(e) purchase money Indebtedness incurred after the date hereof to enable a Loan Party to acquire equipment in the ordinary course of its business, which Indebtedness, when aggregated with the principal amount of all Indebtedness incurred under this clause (e), does not exceed \$250,000 at any time outstanding;

(f) Subordinated Debt; and

(g) Indebtedness consisting of reimbursement obligations, fees, expenses and indemnities in connection with the Registry L/C.

1.23 "Permitted Lien" means:

(a) Liens securing the Obligations;

(b) subject to the terms and conditions of the Intercreditor Agreement, Liens securing the Senior Indebtedness;

(c) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c) of the Senior Financing Agreement;

(d) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(e) Liens described on Schedule 7.02(a) of the Senior Financing Agreement, but not the extension of coverage thereof to other property or assets

(f) Liens arising under any Capitalized Leases or securing purchase money Indebtedness permitted under the definition of Permitted Indebtedness; provided, however, that (A) no such Lien shall extend to or cover any other property of Grantor, any other Loan Party or any of their Subsidiaries, and (B) the principal amount of the Indebtedness secured by any such Lien shall not exceed the lesser of 80% of the fair market value or the cost of the property so held or acquired;

(g) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are incurred or otherwise arise in the ordinary course of business and secure obligations not past due;

(h) easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by Grantor, any other Loan Party or any of their Subsidiaries in the normal conduct of such Person's business;

(i) leases or subleases granted to other Persons not materially interfering with the conduct of the business of the Grantor, any other Loan Party or any of their Subsidiaries;

(j) precautionary UCC financing statement filings regarding operating leases;

(k) Liens arising out of the existence of judgments or awards not giving rise to an Event of Default;

(l) statutory and common law landlords' liens under leases to which the Grantor or any of its Subsidiaries is a party;

(m) Liens securing refinancing Indebtedness permitted to be incurred hereunder; provided, that such Liens do not extend to any property or assets other than the property or assets that served as collateral for the refinanced Indebtedness;

(n) Liens on Cash and Cash Equivalents securing obligations of Grantor to the issuer of the Registry L/C in respect thereof.

1.24 "Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

1.25 "Proceeds" means all proceeds, as such term is defined in Article 9 of the UCC.

1.26 "**Registry**" means registries for generic top-level domains operated under agreement with ICANN and registries established by IANA-designated managers of country-code top-level domains.

1.27 "**Registry L/C**" means a letter of credit issued on or after February 23, 2004 in favor of any Registry as beneficiary in a stated amount not to exceed \$5,000,000 for the purpose of securing fees payable by the Grantor to the Registry.

1.28 "**Senior Indebtedness**" shall have the meaning set forth in the Intercreditor Agreement.

1.29 "**Senior Loan Documents**" means the Senior Financing Agreement and the other Loan Documents (as such term is defined in the Senior Financing Agreement), or any other security, collateral, ancillary or other document entered into in connection with or related to the Senior Financing Agreement, as such documents may be amended, restated, modified, renewed, refunded, replaced, or refinanced in whole or in part from time to time in accordance with the Intercreditor Agreement.

1.30 "**Subordinated Debt**" means Indebtedness of Grantor which is on terms and conditions (including, without limitation, payment terms, interest rates, covenants, remedies, defaults and other material terms) satisfactory to both (i) the Collateral Agent and the Required Lenders under the Senior Financing Agreement and (ii) the Secured Party and which has been expressly subordinated in right of payment to each of (a) all Indebtedness of the Grantor under the Senior Loan Documents and (b) the Obligations by the execution and delivery of a subordination agreement, in form and substance satisfactory to both (i) the Collateral Agent and the Required Lenders under the Senior Financing Agreement and (ii) the Secured Party.

1.31 "**Supporting Obligations**" means all supporting obligations, as such term is defined in Article 9 of the UCC.

1.32 "**UCC**" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Delaware; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Delaware, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

(a) Where applicable and except as otherwise defined herein or in the Note or the Purchase Agreement, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(b) In this Agreement, (i) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined, and (ii) the captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

ARTICLE II SECURITY INTEREST

2. Grant of Security Interest.

(a) As security for the payment and performance of the Obligations, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in, to and under the following property and assets, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the "Collateral"): (i) all Accounts; (ii) all Chattel Paper; (iii) all Commercial Tort Claims; (iv) all Deposit Accounts; (v) all Documents; (vi) all Equipment; (vii) all General Intangibles; (viii) all Instruments; (ix) all Inventory; (x) all Investment Property; and (xi) all money, all products and Proceeds of any and all of the property and assets set forth in items (i) through (xi) of this Section 2.1(a), and all Supporting Obligations of any and all of such property and assets.

(b) Anything herein to the contrary notwithstanding, (i) Grantor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Secured Party of any of the rights hereunder shall not release Grantor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) Secured Party shall not have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Notwithstanding the foregoing provisions of this Section 2.1, the grant of a security interest as provided herein shall not extend to, and the term "Collateral" shall not include, any General Intangibles of Grantor (whether owned by Grantor or held by Grantor as licensee or lessee, or otherwise), to the extent that (i) such General Intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Collateral" shall include (A) any and all proceeds of any General Intangibles which are otherwise excluded under this paragraph (c) to the extent that the assignment or encumbrance of such proceeds is not so restricted, and (B) upon obtaining the consent of any such licensor, lessor or other applicable party's consent with respect to any such otherwise excluded General Intangibles (but without obligating Grantor to obtain such consent), such General Intangibles as well as any and all proceeds thereof that might have theretofore have been excluded from such grant of a security interest and the term "Collateral."

(d) This Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 5.1.

2.2 Financing Statements, Etc. (a) Grantor shall execute and deliver to Secured Party concurrently with the execution of this Agreement, and at any time and from time to time thereafter, all financing statements, assignments (including patent assignments or other documents suitable for recordation with the United States Patent and Trademark Office to evidence the security interest in the Patents), continuation financing statements, termination statements, and other documents and instruments, in form reasonably satisfactory to Secured Party, and take all other action, as Secured Party may reasonably request, to perfect and to continue to perfect, maintain the priority of or provide notice of the security interest of Secured Party in the Collateral and to accomplish the purposes of this Agreement. Without limiting the foregoing provisions of this Section 2.2:

(i) After Discharge of Senior Indebtedness, Grantor shall execute such notices, and shall take such other action, including delivery of control agreements, as Secured Party may reasonably request, to perfect, maintain the priority of or provide notice of Secured Party's security interest in Collateral consisting of Deposit Accounts and to accomplish the purpose of this Agreement.

(ii) After Discharge of Senior Indebtedness, to the extent requested by Secured Party, Grantor will cooperate with Secured Party in obtaining control (as defined in the UCC) of Collateral consisting of any Deposit Accounts, Electronic Chattel Paper, or Investment Property, subject to prior rights therein of the Senior Lender.

2.3 Subordination and Intercreditor Agreement. Secured Party and Senior Lender are parties to that certain Subordination and Intercreditor Agreement dated as of November 25, 2003 (the "*Intercreditor Agreement*"). The rights and remedies of Secured Party under this Agreement are subject to certain restrictions set forth in the Intercreditor Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES AND COVENANTS

3.1 Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) All trade names and fictitious names under which Grantor at any time in the past has conducted or presently conducts its business operations are set forth in Schedule 3.1(a).

(b) (i) This Agreement creates a security interest which is enforceable against the Collateral in which Grantor now has rights and will create a security interest which is enforceable against the Collateral in which Grantor hereafter acquires rights at the time Grantor acquires any such rights; and (ii) except for Permitted Liens, Secured Party has a perfected and first priority security interest in the Collateral, subject only to the Lien of the Senior Lender, in which Grantor now has rights, and will have a perfected and first priority security interest, subject only to the Lien of the Senior Lender, in the Collateral in which Grantor hereafter acquires rights at the time Grantor acquires any such rights, in each case securing the payment and performance of the Obligations.

(c) Other than financing statements in favor of Secured Party and the Senior Lender, no effective financing statement naming Grantor as assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction other than with respect to Permitted Liens.

(d) The names and addresses of all financial institutions at which Grantor maintains its Deposit Accounts, and the account numbers and account names of such Deposit Accounts, are set forth in Schedule 3.1(b).

(e) All securities accounts of Grantor and other Investment Property of Grantor are set forth in Schedule 3.1(c). No account control agreements exist with respect to any investment property other than any account control agreements in favor of the Senior Lender, and Grantor has not given "control" (as defined in the UCC) or agreed to give control of any certificated security representing Investment Property to any Person other than Senior Lender and Secured Party.

3.2 Covenants. Until this Agreement has terminated in accordance with Section 5.1, Grantor agrees to do the following:

(a) Grantor shall appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in, or Secured Party's right or interest in any material portion of the Collateral, and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral in all material respects.

(b) Grantor shall give prompt written notice to Secured Party (and in any event not later than 30 days following any change described below in this subsection) of: (i) any change in Grantor's state of incorporation; (ii) any change in its name, (iii) any changes in, additions to or other modifications of its trade names and fictitious names set forth in Schedule 3.1(a), and (iv) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading.

(c) Grantor shall carry and maintain in full force and effect, insurance policies customarily maintained by businesses in its industry with respect to the Collateral.

(d) Grantor shall not surrender or lose possession of (other than to Secured Party), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except in the ordinary course of business consistent with past practice and except to the extent of equipment which is obsolete or no longer useful to its business.

(e) Grantor shall keep the Collateral free of all Liens except Permitted Liens.

(f) Grantor shall maintain and preserve its legal existence, its rights to transact business and all other rights, franchises and privileges necessary or desirable in the normal course of its business and operations and the ownership of the Collateral.

(g) Upon the request of Secured Party after the occurrence of an Event of Default, Grantor shall (i) immediately deliver to Secured Party, or an agent designated by it, appropriately endorsed or accompanied by appropriate instruments of transfer or assignment, all Documents and Instruments, all certificated securities with respect to any Investment Property, all letters of credit and all Accounts and other rights to payment at any time evidenced by promissory notes, trade acceptances or other Instruments, (ii) cause any securities intermediaries to show on their books that Secured Party is the entitlement holder with respect to any Investment Property, and/or obtain Account control agreements in favor of Secured Party from such securities intermediaries, in form and substance satisfactory to Secured Party, with respect to any Investment Property, as requested by Secured Party, and (iii) mark all Documents and Chattel Paper with such legends as Secured Party shall reasonably specify.

(h) If and when Grantor shall obtain rights to any new patents, trademarks, service marks, trade names, or copyrights, or other Intellectual Property or otherwise acquire or become entitled to the benefit of, or apply for registration of, any of the foregoing, Grantor (i) shall promptly notify Secured Party thereof and (ii) hereby authorizes Secured Party to modify, amend, or supplement Schedule 1.11 and from time to time to include any of the foregoing and make all necessary or appropriate filings with respect thereto.

(i) After Discharge of Senior Indebtedness, Grantor shall deposit all cash in the Deposit Accounts identified in Schedule 3.1(c), shall give Secured Party immediate notice of the establishment of any new Deposit Account and any new Securities Account with respect to any investment property, and shall take all other action, as Secured Party may reasonably request, to perfect and to continue to perfect, maintain the priority of or provide notice of the security interest of Secured Party in such Deposit Accounts.

3.3 Collection of Accounts. Until Secured Party exercises its rights hereunder to collect the Accounts and other rights to payment, Grantor shall endeavor in the first instance diligently to collect all amounts due or to become due on or with respect to the Accounts and other rights to payment. At the request of Secured Party, upon the occurrence and during the continuance of any Event of Default, all remittances received by Grantor shall be held in trust for Secured Party and, in accordance with Secured Party's instructions, remitted to Secured Party or deposited to a Deposit Account for the benefit of Secured Party in the form received (with any necessary endorsements or instruments of assignment or transfer). At the request of Secured Party, upon and after the occurrence of any Event of Default, Secured Party shall be entitled to receive all distributions and payments of any nature with respect to any Investment Property or Instruments, and all such distributions or payments received by Grantor shall be held in trust for Secured Party and, in accordance with Secured Party's instructions, remitted to Secured Party or deposited to a Deposit Account for the benefit of Secured Party in the form received (with any necessary endorsements or instruments of assignment or transfer). Following the occurrence of an Event of Default any such distributions and payments with respect to any Investment Property held in any securities account shall be held and retained in such securities account, in each case as part of the Collateral hereunder. Additionally, Secured Party shall have the right, upon the occurrence of an Event of Default, following prior written notice to Grantor, to vote and to give consents, ratifications and waivers with respect to any Investment Property and Instruments, and to exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining thereto, as if Secured Party were the absolute owner thereof; provided that

Secured Party shall have no duty to exercise any of the foregoing rights afforded to it and shall not be responsible to Grantor or any other Person for any failure to do so or delay in doing so.

3.4 Further Assurances: Appointment of Secured Party as Attorney-in-Fact. Grantor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Collateral and to accomplish the purposes of this Agreement. Secured Party shall have the right to, in the name of Grantor, or in the name of Secured Party or otherwise, upon notice to but without the requirement of assent by Grantor, and Grantor hereby constitutes and appoints Secured Party (and any of Secured Party's officers, employees or agents designated by Secured Party) as Grantor's true and lawful attorney-in-fact, with full power and authority to: (i) sign any of the financing statements and other documents and instruments which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Collateral (including any notices to or agreements with any securities intermediary); (ii) assert, adjust, sue for, compromise or release any claims under any policies of insurance; and (iii) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Grantor, which Secured Party may deem reasonably necessary or advisable to maintain, protect, realize upon and preserve the Collateral and Secured Party's security interest therein and to accomplish the purposes of this Agreement, including without limitation (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral and (B) after the occurrence and during the continuance of an Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Collateral and to assign, convey or otherwise transfer title in or dispose of the Collateral. Secured Party agrees that, except upon and during the continuance of an Event of Default, it shall not exercise the power of attorney, or any rights granted to Secured Party, pursuant to clauses (ii) and (iii). The foregoing shall in no way limit Secured Party's rights and remedies after the occurrence and during the continuance of an Event of Default. The power of attorney set forth in this Section 3.4, being coupled with an interest, is irrevocable until Secured Party's security interest in the Collateral is terminated in accordance with the terms of this Agreement and all Obligations have been indefeasibly paid and performed in full. Grantor hereby ratifies, to the extent permitted by law, all that Secured Party shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 3.4.

ARTICLE IV EVENTS OF DEFAULT

4.1 Events of Default. Any "Event of Default," as defined in the Note, that shall have occurred and is continuing shall constitute an "Event of Default" hereunder.

4.2 Remedies.

(a) Upon the occurrence and continuance of an Event of Default, Secured Party may declare any of the Obligations to be immediately due and payable and shall have, in addition to all other rights and remedies granted to it in this Agreement or the Note, all

rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, Secured Party may sell, resell, lease, use, assign, license, sublicense, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing (utilizing in connection therewith any of Grantor's assets, without charge or liability to Secured Party therefor) at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, for cash or credit, or for future delivery without assumption of any credit risk, all as Secured Party deems advisable in its good faith judgment; provided, however, that Grantor shall be credited with the net proceeds of sale only when such proceeds are finally collected by Secured Party. Secured Party shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption Grantor hereby releases, to the extent permitted by law. Grantor hereby agrees that the sending of notice by ordinary mail, postage prepaid, to the address of Grantor set forth herein, of the place and time of any public sale or of the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof if such notice is sent ten days prior to the date of such sale or other disposition or the date on or after which such sale or other disposition may occur.

(b) The cash proceeds actually received from the sale or other disposition or collection of Collateral, and any other amounts received in respect of the Collateral the application of which is not otherwise provided for herein, shall be applied first, to the payment of the reasonable costs and expenses of Secured Party in exercising or enforcing its rights hereunder and in collecting or attempting to collect any of the Collateral, and to the payment of all other amounts payable to Secured Party pursuant to this Agreement; and second, to the payment of the Obligations. Any surplus thereof which exists after payment and performance in full of the Obligations shall be promptly paid over to Grantor or otherwise disposed of in accordance with the UCC or other applicable law. Grantor shall remain liable to Secured Party for any deficiency which exists after any sale or other disposition or collection of Collateral.

4.3 Certain Waivers. Grantor waives, to the fullest extent permitted by law, but except as otherwise specifically provided in this Agreement or in the Obligations (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the other Obligations; (ii) any right to require Secured Party (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against Secured Party arising out of the repossession, retention, sale, or application of the proceeds of any sale of, the Collateral.

ARTICLE V TERMINATION; COSTS AND EXPENSES

5.1 Termination. Upon indefeasible payment and performance in full of all Obligations, this Agreement shall terminate and Secured Party shall promptly, at the cost of Grantor, execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all security interests given by Grantor to Secured Party hereunder; provided, however, that the obligations of Grantor under Section 5.2 shall survive such termination until such time that all such obligations are paid in full.

5.2 Costs and Expenses. Grantor agrees to pay on demand all reasonable costs and expenses of Secured Party, and the reasonable fees and disbursements of counsel, in connection with (i) the enforcement or attempted enforcement of, and preservation of any rights or interests under, the Note, including in any out-of-court workout or other refinancing or restructuring or in any bankruptcy case, and (ii) the protection, sale or collection of, or other realization upon, any of the Collateral, including all expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling or otherwise disposing of, and all other such expenses of sales and collections of, the Collateral. Any amounts payable to Secured Party under this Section 5.2 or otherwise under this Agreement if not paid when due shall bear interest from the date such payment is due until paid in full, at the rate of interest set forth in the Note(s).

ARTICLE VI GENERAL PROVISIONS

6.1 Governing Law; Jurisdiction of Venue. The internal laws of the State of Delaware, irrespective of its choice of law principles, will govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. Grantor and Secured Party hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of Delaware for enforcement or interpretation of this Agreement, and for any disputes under or arising out of this Agreement.

6.2 Binding Upon Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.3 Severability. If any provision of this Agreement, or the application thereof, will for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

6.4 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of all parties reflected hereon as signatories. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile

signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

6.5 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of Grantor and Secured Party. The waiver by a party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default. No such waiver or extension will be effective unless signed in writing by the party against whom such waiver or extension is asserted. The failure of any party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

6.5 Expenses. Except as otherwise provided hereon, each party will bear its respective legal, auditors', investment bankers' and financial advisors' fees and other expenses incurred with respect to this Agreement and the transactions contemplated hereby.

6.6 Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be either hand delivered in person, sent by facsimile or sent by nationally recognized overnight courier service. Such notices and other communications will be effective upon receipt if hand delivered or sent by facsimile during normal business hours on a business day; one business day after dispatch if sent by facsimile if sent outside of normal business hours or on a day other than a business day; and one business day after dispatch if sent by overnight courier, to the following addresses, or such other addresses as any party may notify the other parties in accordance with this Section 6.6:

If to Grantor:

Registrar L.L.C.
c/o The Pivotal Group
The Esplanade, Suite 700
2555 East Camelback Road
Phoenix, Arizona 85016
Attention: J. Jahm Najafi, CEO
Fax Number: (602) 956-2313

with a copy to:

Fernmore Craig, P.C.
3003 N. Central Avenue, Suite 2600
Phoenix, Arizona 85012
Attention: Karen C. McConnell, Esq.
Susan M. Wissink, Esq.
Fax Number: (602) 916-5507

If to Secured Party:

c/o VeriSign, Inc.
487 Middlefield Road, Building 2
Mountain View, CA 94043
Attention: General Counsel
Fax Number: (650) 961-8853

with a copy to:

Fenwick & West LLP
Silicon Valley Center
801 California Street
Mountain View, CA 94041
Attention: Douglas Cogen, Esq.
Jeffrey R. Vetter, Esq.
Fax Number: (650) 938-5200

6.7 Interpretation; Rules of Construction. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. When a reference is made in this Agreement to Articles, such reference shall be to an Article of this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.8 No Joint Venture. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the parties hereto. No party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other party. No party will have the power to control the activities and operations of any other and their status is, and at all times will continue to be, that of independent contractors with respect to each other. No party will have any power or authority to bind or commit any other party. No party will hold itself out as having any authority or relationship in contravention of this Section.

6.9 Third Party Beneficiary Rights. No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, security holder or partner of any party

hereto or any other person unless specifically provided otherwise herein and, except as so provided, all provisions hereof will be personal solely between the parties to this Agreement.

6.10 Entire Agreement. This Agreement and the Note and the Exhibits and Schedules thereto constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

6.11 Waiver Of Jury Trial. Each of Grantor and Secured Party hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this agreement or the actions of Grantor or Secured Party in the negotiation, administration, performance and enforcement hereof.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

REGISTRAR L.L.C.

By: _____
Name: _____
Title: _____

VERISIGN, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO SECURITY AGREEMENT]

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SCHEDULES TO SECURITY AGREEMENT

Schedule 1.18: Intellectual Property.

INTELLECTUAL PROPERTY

(i)

Patent Title/Description	Assignee	Country	Filing Status	1) Serial No. 2) Filing Date
			Provisional Filed	1) 60/125,107 2) March 19, 1999
APPARATUS AND METHOD FOR WEB FORWARDING	Network Solutions, Inc.	USA	Non- provisional Filed	1) 09/500,639 2) February 9, 2000
			Provisional Filed	1) 60/125,107 2) March 19, 1999
DOT COM BUSINESS CARD	Network Solutions, Inc.	USA	Non- provisional Filed	1) 09/526,522 2) March 16, 2000
ESTABLISHING AND MAINTAINING INTERNET DOMAIN NAME REGISTRATIONS	Network Solutions, Inc.	USA	Non- provisional Filed	1) 09/544,305 2) April 6, 2000
METHOD FOR ENABLING REGISTRANTS OF A FIRST REGISTRAR SYSTEM TO ACCESS SERVICES PROVIDED BY A SECOND REGISTRAR SYSTEM	Network Solutions, Inc.	US	Non- provisional Filed	1) 09/526,734 2) March 16, 2000
			Provisional Filed	1) 60/125,107 2) March 19, 1999
UNIFIED WEB-BASED INTERFACE TO MULTIPLE REGISTRAR SYSTEMS	Network Solutions, Inc.	USA	Non- provisional Filed	1) 09/526,735 2) March 16, 2000

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(ii)

Trademark	Owner	Country	Status	Application Number	Application Date	Registration Number	Registration Date
BOARDSERVER	VeriSign, Inc.	United States	Common Law	n/a	n/a	n/a	n/a
COUNTER	VeriSign, Inc.	United States	Common Law	n/a	n/a	n/a	n/a
DESIGN (GLOBE GEAR)	Network Solutions, Inc.	Canada	Registered	866,800	1/15/1998	536,975	11/9/2000
DESIGN (GLOBE GEAR)	Network Solutions, Inc.	European Union	Registered	722,082	1/13/1998	000722082	4/1/2000
DESIGN (GLOBE GEAR)	Network Solutions, Inc.	Germany	Registered	398 01080.3	1/12/1998	398 01 080	6/7/1999
DESIGN (GLOBE GEAR)	Network Solutions, Inc.	Japan	Registered	10-9896	10/2001	4453433	2/16/2001
DESIGN (GLOBE GEAR)	Network Solutions, Inc.	United States	Registered	79/359,991	9/19/1997	2,208,705	12/8/1998
DOMAIN NAME SECURE	VeriSign, Inc.	United States	Pending	76/220,853	3/7/2001	Notice of Allowance issued 7/1/2003	
DOT COM BIZ CARD	VeriSign, Inc.	Canada	Pending	1,144,421	6/20/2002	Office Action Response due 9/26/2003 not filed; application will go abandoned in due course	
DOT COM BIZ CARD	VeriSign, Inc.	CTM	Registered	002192219	4/25/2001	2192219	10/8/2002
DOT COM BIZ CARD	Network Solutions, Inc.	United States	Pending	75/923,276	2/18/2000	Office Action Response due 8/20/2003 not filed; application will go abandoned in due course	
DOT COM DASHBOARD	Network Solutions, Inc.	United States	Pending	75/923,298	2/18/2000	Notice of Allowance issued 10/30/2001; 4th Request for Extension of Time to File a Statement of Use Due 10/30/2003	

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DOT COM ESSENTIALS	VeriSign, Inc.	United States	Registered	75/923,286	2/18/2000	2,457,709	12/10/2002
DOT COM FORWARDING	VeriSign, Inc.	United States	Registered	75/923,275	2/10/2000	2,596,213	7/16/2002
DOT COM MAIL	VeriSign, Inc.	Canada	Pending	885,780	7/27/1998	Notice of Allowance issued 11/29/2002; Six Month Request for Extension of Time to Declare use filed 5/27/03	
DOT COM MAIL	Network Solutions, Inc.	European Union	Registered	000885152	7/23/1998	000885152	2/21/2000
DOT COM MAIL	VeriSign, Inc.	United States	Registered	75/505,322	6/19/1998	2,503,388	11/6/2001
DOT COM TOOLKIT	Network Solutions, Inc.	CTM	Registered	000896423	8/4/1998	000896423	4/7/2000
EZPOLLS	VeriSign, Inc.	United States	Common Law	n/a	n/a	n/a	n/a
GUESTBOOK	VeriSign, Inc.	United States	Common Law	n/a	n/a	n/a	n/a
IMAGECAFE	VeriSign, Inc.	Australia	Registered	837,689	6/2/2000	837689	6/2/2000
IMAGECAFE	VeriSign, Inc.	Canada	Registered	1,067,242	7/17/2000	567555	9/18/2002
IMAGECAFE	VeriSign, Inc.	European Union	Registered	001735125	06/30/2000	001735125	10/15/2001
IMAGECAFE	VeriSign, Inc.	Japan	Registered	2000-60307	6/1/2000	4568544	5/17/2002
IMAGECAFE	Network Solutions, Inc.	South Korea	Registered	2000-0015821	6/1/2000	0073237	1/29/2002
IMAGECAFE	VeriSign, Inc.	United States	Registered	75/798,139	9/13/1999	2,397,647	10/24/2000
MAKE A NAME FOR YOURSELF	Network Solutions, Inc.	Canada	Registered	889,929	9/1/1998	523,356	2/17/2000
MAKE A NAME FOR YOURSELF	Network Solutions, Inc.	European Union	Registered	000923508	9/1/1998	000923508	3/7/2000
MAKE A NAME FOR YOURSELF	Network Solutions, Inc.	United States	Registered	75/371,683	10/9/1997	2,248,314	5/25/1999

20484/00221/DOCS/1382265.3

	VeriSign, Inc.					Notice of Allowance issued 11/05/2002; 2nd Request for Extension of Time to File a Statement of Use due 11/05/2003	
ME@MYNAME		United States	Pending	76/220,854	3/7/2001		
MYCOMPUTER.COM	VeriSign, Inc.	United States	Common Law	n/a	n/a	n/a	n/a
N [AND DESIGN]	VeriSign, Inc.	United States	Registered	75/934,689	3/3/2000	2,509,006	11/20/2001
NAME NN SECURE [AND DESIGN]	VeriSign, Inc.	United States	Registered	76/103,594	7/31/2000	2,555,219	4/2/2002
NAME SECURE	VeriSign, Inc.	United States	Registered	76/103,593	7/31/2000	2,549,368	3/19/02
NAME SECURE	VeriSign, Inc.	CTM	Pending	002192664	4/25/01	Published; registration fee due 10/25/2003	
NAMESECURE	VeriSign, Inc.	United States	Registered	76/103,592	7/31/2000	2,742,916	7/29/2003
NAMESECURE.COM	VeriSign, Inc.	CTM	Registered	002192342	4/25/2001	002192342	10/18/2002
NAMESECURE.COM	VeriSign, Inc.	United States	Registered	75/781,436	8/23/1999	2,389,729	9/26/2000
NETSOL	Network Solutions, Inc.	France	Registered	96/646,306	10/16/1996	96,646,306	10/16/1996
NETSOL	Network Solutions, Inc.	Tunisia	Registered	EE96.1403	10/24/1996	EE96.1403	10/24/1996
NETSOL	Network Solutions, Inc.	United States	Registered	75/194,173	11/6/1996	2,463,054	6/26/2001
NETWORKSOLUTIONS	Network Solutions, Inc.	United States	Pending	76/494,389			
NETWORK SOLUTIONS	Network Solutions, Inc.	Australia	Pending	952067	4/30/2003	Office Action Response due August 5, 2004	
NETWORK SOLUTIONS	Network Solutions, Inc.	Brazil	Pending	825348625	3/7/2003	Awaiting publication	

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NETWORK SOLUTIONS	Network Solutions, Inc.	Brazil	Pending	825385938	2/14/2003	Published for Opposition 4/21/2003; 3rd parties had until 6/21/2003 to Oppose	
NETWORK SOLUTIONS	Network Solutions, Inc.	Canada	Pending	1177175	4/30/2003	Formalized 5/27/2003	
NETWORK SOLUTIONS	Network Solutions, Inc.	Canada	Registered	874,320	4/3/1998	539,808	1/17/2001
NETWORK SOLUTIONS Class 38	Network Solutions, Inc.	China	Pending	3625126	7/9/2003		
NETWORK SOLUTIONS Class 42	Network Solutions, Inc.	China	Pending	3625125	7/9/2003		
NETWORK SOLUTIONS	Network Solutions, Inc.	CTM	Pending	804.138	4/21/1998		
NETWORK SOLUTIONS	Network Solutions, Inc.	CTM	Pending	003149952	4/30/2003	Filing receipt issued 7/29/2003	
NETWORK SOLUTIONS	Network Solutions, Inc.	Hong Kong	Pending	300013689	5/3/2003	Reply to Notice of Deficiency filed 5/31/2003; awaiting first Official Action	
NETWORK SOLUTIONS	Network Solutions, Inc.	Japan	Pending	10-32655	4/20/1998		
NETWORK SOLUTIONS	Network Solutions, Inc.	S. Korea	Pending	2003-9331	4/30/2003	Filing receipt issued	
NETWORK SOLUTIONS Class 38	Network Solutions, Inc.	Taiwan	Pending	92030321	5/8/2003	Filing receipt issued	
NETWORK SOLUTIONS Class 42	Network Solutions, Inc.	Taiwan	Pending	92030322	5/8/2003	Filing receipt issued	
NETWORK SOLUTIONS	Network Solutions, Inc.	United States	Registered	75/414,365	1/6/1998	2,468,676	7/17/2001
NETWORK SOLUTIONS	Network Solutions, Inc.	United States	Registered	73/475,671	4/16/1984	1,330,193	4/9/1985
NETWORK SOLUTIONS	Network Solutions, Inc.	United States	Pending	76/494,290	3/23/2003	Office Action Response due 2/21/2004	

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NETWORK SOLUTIONS (AND DESIGN) (DIAMOND)	Network Solutions, Inc.	United States	Registered	75/194,174	11/6/1996	2,168,997 (note: no section 8 Statement of Use will be filed)	6/30/1998
NSI	Network Solutions, Inc.	Canada	Registered	1,053,931	4/6/2000	TMA578504	3/28/2003
NSI	Network Solutions, Inc.	European Union	Registered	1597228	4/6/2000	1597228	11/13/2001
NSI	Network Solutions, Inc.	Japan	Registered	2000-35834	4/6/2000	4620561	11/15/2002
NSI	Network Solutions, Inc.	United States	Registered	75/816,984	10/7/1999	2,516,314	12/11/2001
REGISTRARS.COM	VeriSign, Inc.	United States	Pending	75/918,706	2/14/2000	Suspended 10/18/2000	
SRSPLUS	TLDS, Inc.	CTM	Pending	002510451	12/20/2001	Published 6/2/2003; deadline to Oppose 9/2/2003	
SRSPLUS	Network Solutions, Inc.	United States	Pending	73/070354	6/21/2001	Suspended 8/19/2003	
SUBMITWIZARD	VeriSign, Inc.	United States	Common Law	n/a	n/a	n/a	n/a
SUPERSTATS	VeriSign, Inc.	United States	Common Law	n/a	n/a	n/a	n/a
SUPERSTATS.COM	Network Solutions, Inc.	United States	Registered	76/067,011	6/8/2000	2,575,307	6/14/2002
SURELIST	VeriSign, Inc.	Canada	Pending	1,115,601	9/14/2001	Allowed; Declaration of Use due 9/14/2004	
SURELIST	VeriSign, Inc.	United States	Pending	76/314,953	9/20/2001	Opposition instituted 8/01/2003	
THE DOT COM PEOPLE	Network Solutions, Inc.	European Union	Registered	841,221	6/2/1998	000841,221	10/4/2000
THE DOT COM PEOPLE	Network Solutions, Inc.	United States	Registered	75/475,424	4/27/1998	2,403,159	11/14/2000
WORLDNIC	VeriSign, Inc.	Canada	Registered	866802	1/15/1998	TMA553,393	9/26/2000
WORLDNIC	Network Solutions, Inc.	European Union	Registered	722,090	1/13/1998	000722090	12/6/1999
WORLDNIC	VeriSign, Inc.	Japan	Registered	10-009895	2/10/1998	4,430,008	11/2/2000

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WORLDNIC	VeriSign, Inc.	United States	Registered	75/360,042	9/19/1997	2,198,169	10/20/1998
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Schedule 3.1(a): Trade Names And Fictitious Names.

1. Registrar L.L.C., a Delaware limited liability company, Identification Number: 3713002, with places of business at 10 Azalea Dr., Drums, Pennsylvania 18222 and One VeriSign Way, also known as 13200 Woodland Park Dr., Herndon, Virginia 20171, chief executive office at 13200 Woodland Park Dr., Herndon, Virginia 20171, FEIN: 73-1683161.
2. US Registrar L.L.C., a Delaware limited liability company, Identification Number: 3719017, with places of business at 10 Azalea Dr., Drums, Pennsylvania 18222 and One VeriSign Way, also known as 13200 Woodland Park Dr., Herndon, Virginia 20171, chief executive office at 13200 Woodland Park Dr., Herndon, Virginia 20171, FEIN: 73-1683161.
3. NameSecure L.L.C., a Delaware limited liability company, Identification Number: 3719172, with places of business at 10 Azalea Dr., Drums, Pennsylvania 18222 and One VeriSign Way, also known as 13200 Woodland Park Dr., Herndon, Virginia 20171, chief executive office at 13200 Woodland Park Dr., Herndon, Virginia 20171, FEIN: 73-1683161.
4. TLDS L.L.C., a Delaware limited liability company, Identification Number: 3719170, with places of business at 10 Azalea Dr., Drums, Pennsylvania 18222 and One VeriSign Way, also known as 13200 Woodland Park Dr., Herndon, Virginia 20171, chief executive office at 13200 Woodland Park Dr., Herndon, Virginia 20171, FEIN: 73-1683161.
5. Network Solutions, LLC, d/b/a Registrar L.L.C., a Delaware limited liability company, Identification Number: 3713002, with places of business at 10 Azalea Dr., Drums, Pennsylvania 18222 and One VeriSign Way, also known as 13200 Woodland Park Dr., Herndon, Virginia 20171, chief executive office at 13200 Woodland Park Dr., Herndon, Virginia 20171, FEIN: 73-1683161.

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Schedule 3.1(b): Deposit Accounts.

1. Registrar L.L.C. Consolidated Master Account, Operating Account, Bank of America, Concord, CA Branch, Account No. 12334-11590; Master ZBA; BADirect; wires in/out PDR; CDR.
2. Registrar L.L.C., Payroll Account, Bank of America, Concord, CA Branch, Account No. 12334-11613, ABA; Payroll Vendor; ACH CR/DB; CD-Rom; OnLine Stops; PDR; CDR; payroll disbursement and employee benefit related activity only.
3. Registrar L.L.C., Credit Card Account, Bank of America, Concord, CA Branch, Account No. 12332-04500; ZBA; CDR; credit card transactions (receipts) from storefront.
4. Registrar L.L.C., InHouse Account; Bank of America, Concord, CA Branch, Account No. 12334-11618; ZBA; Branch Deposits; Wire In; PDR; CDR; InHouse checks and wire deposits.
5. Registrar L.L.C., Lockbox Account, Bank of America, Concord, CA Branch, Account No. 12332-04529; ZBA; Cash Letter from Regulus; PDR; CDR; all checks received at lockbox facilities.
6. Registrar L.L.C., Disbursement Account, Bank of America, Concord, CA Branch, Account No. 32991-12021; Pending; ZBA; Checks Paid; FAR; Ppay; CD-Rom; OnLine Stops; PDR; CDR; controlled disbursement account for all outgoing checks, payments and wires.
7. * NameSecure L.L.C., Bank of America, Concord, CA Branch, Account No. 12334-11632; OnLine Stops; PDR, CDR; credit card transactions (receipts) from storefront, disbursing activity will be run through Registrar L.L.C. accounts. Presently a stand alone account, post close, this account will be directed to sweep into the Registrar L.L.C. Master ZBA Operating Account.
8. * TLDs L.L.C., Bank of America, Concord, CA Branch, Account No. 12332-04543; OnLine Stops; PDR; CDR; credit card transactions (receipts) from storefront, disbursing activity will be run through Registrar L.L.C. accounts. Presently a stand alone account, post close this account will be directed to sweep into the Registrar L.L.C. Master ZBA Operating Account.
9. * US Registrar L.L.C., Bank of America, Concord, CA Branch 12334-11656; OnLine Stops; PDR; CDR; Disbursing activity and collections will be run through Registrar L.L.C. accounts. Presently a stand alone account, post close this account will be directed to sweep into the Registrar L.L.C. Master ZBA Operating Account.
10. Registrar L.L.C. Liquidity Management Investment Account; Bank of America, Concord, California Branch, related to Account No. 12334-11590.

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Schedule 3.1(c): Securities Accounts and Other Investment Property.

Registrar L.L.C. has a 100% membership interest in each of the following limited liability companies:

1. .US Registrar L.L.C.
2. NameSecure L.L.C.
3. TLDS L.L.C.

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