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

J.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.

1. Name of conveying party(ies):
Internet Domain Registrars Corp.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Registrars.com Acquisition Corporation
Internal Address:
Street Address: 21355 Ridge Top Circle
City: Dulles State: VA Zip: 20166
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: 06/15/2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/918706
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian J. Winterfeldt
Internal Address: Mintz, Levin, Cohn, Ferris
Glovsky and Popeo, P.C.
Street Address: 701 Pennsylvania Ave., NW
Suite 900
City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
50-0311

DO NOT USE THIS SPACE

9. Signature.
Brian J. Winterfeldt
Name of Person Signing
Signature
November 24, 2003
Date
Total number of pages including cover sheet, attachments, and document: 23

12/12/2003 EDCOOPER 00000167 500311 75918706
01 FC:8521 40.00 BA

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

TRADEMARK
REEL: 002877 FRAME: 0635

ATTACHMENT TO RECORDATION FORM COVER SHEET

Additional Names of Conveying Parties

IDR Internet Domain Registrars Corp.
Domainstore.com Domain Registration Corp.
Bulkreserve.com Domain Registration Corp.
Network Commerce, Inc.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") entered into this 15th day of June, 2001, by and among VeriSign, Inc., a Delaware corporation ("**Buyer**"); Registrars.com Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of Buyer ("**Acquisition Sub**"); Internet Domain Registrars Corp., a California corporation ("**Seller**"); IDR Internet Domain Registrars Corp., a Canadian federally incorporated company and a wholly owned subsidiary of Seller ("**IDR Canada**"), Domainstore.com Domain Registration Corp., a California corporation and a wholly owned subsidiary of Seller ("**Domainstore.com**"), and Bulkreserve.com Domain Registration Corp., a California corporation and a wholly owned subsidiary of Seller ("**Bulkreserve.com**") (IDR Canada, Domainstore.com and Bulkreserve.com, collectively, the "**Seller Subs**"); and Network Commerce, Inc., the sole shareholder of Seller ("**Seller Shareholder**"). Buyer, Acquisition Sub, Seller, Seller Subs and Seller Shareholder are individually referred to herein as a "**Party**" or, collectively, the "**Parties**."

WHEREAS, Seller, Seller Subs and Seller Shareholder own and operate a business that is engaged in the registration of internet domain names and customer service, billing and support (the "**Business**"); and

WHEREAS, Buyer and the Acquisition Sub wish to purchase substantially all of the assets and assume certain of the related liabilities of the Business from Seller, Seller Subs and Seller Shareholder, and Seller, Seller Subs and Seller Shareholder desire to sell substantially all of the assets and assume certain of the related liabilities of the Business to Buyer and the Acquisition Sub, upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the representations, warranties, agreements and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CERTAIN DEFINITIONS

"**Accounts Receivable**" means all rights to payment for goods sold, licensed or leased or for services rendered, all sums of money or other proceeds due or becoming due thereon and all instruments pertaining thereto as carried on Seller's Balance Sheet totaling approximately US\$353,000.

"**Acquired Assets**" means all right, title, and interest in and to assets of Seller set forth on Exhibit A, including:

(a) the personal property and interests therein, including equipment, furniture, office equipment, communications equipment, spare and replacement parts and other tangible property as set forth on Exhibit A;

(b) all accounts, Accounts Receivable, notes and notes receivable which are payable to Seller, all sums of money or other proceeds due or becoming due thereon, all instruments pertaining thereto, all guaranties and security therefore, and all goods and services giving rise thereto and the rights pertaining to such goods and services and all related insurance with respect thereto;

(c) Seller's Intellectual Property, remedies against infringements thereto, and rights to protection of interest therein under the laws of all jurisdictions;

(d) all rights and privileges (subject to those liabilities or obligations expressly assumed pursuant to Section 2(b) hereof) of Seller under the Contracts, and originals or copies of all such Contracts if in Seller's possession, custody or control as of the date hereof;

(e) all rights of Seller against suppliers or Third Parties, including rights under express or implied warranties, representations and guarantees, and all other claims and rights of Seller, including without limitation, any and all asserted and unasserted claims, right to sue, choses in action, rights to receive amounts in settlement, judgments, causes of action and indemnities;

(f) all of Seller's right, title and interest in and to all goodwill, including the goodwill associated with any of the Seller's Intellectual Property described in Section 1(c) hereof, all of Seller's current Customer Lists (as defined, below), marketing materials, brochures and other printed materials;

(g) the transferable (whether with or without consent) licenses, permits or other governmental authorizations listed as being transferred on Exhibit A;

(h) copies of all books, records, files and papers, whether in hard copy or computer format, including, without limitation, sales and promotional literature, manuals and data, sales and purchase correspondence, documentation including Intellectual Property to be transferred hereunder, lists of present and former suppliers, Customer Lists, personnel and employment records, and any information relating to Taxes imposed on the Acquired Assets, all to the extent requested by Buyer (whether before or after the Closing);

(i) the telephone numbers employed in connection with the operation of the Business, including, without limitation, those listed on Exhibit A;

(j) the Post Office Box(es) employed in connection with the operation of the Business, including, without limitation, those listed on Exhibit A;

(k) agreements, contracts (including, without limitation, all customer contracts for domain name registration and maintenance), indentures, mortgages, instruments, Security Interests, guaranties, other similar arrangements and rights thereunder;

(l) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of Taxes) and

(m) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies;

(n) the corporate names "Internet Domain Registrars Corp.", "IDR Internet Domain Registrars Corp.", "Domainstore.com Domain Registration Corp." and "Bulkreserve.com Domain Registration Corp."; the d/b/a/ "Registrars.com" and any other d/b/a's used in the Business;

(o) the domain names listed in Exhibit A; and

(p) Seller's deposit with VeriSign Global Registry Services;

provided, however, that the Acquired Assets shall not include (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of Seller as a corporation or (ii) any of the rights of Seller under this Agreement (or under any side agreement between Seller on the one hand and Buyer on the other hand entered into on or after the date of this Agreement), and (iii) such other assets specifically excluded from the Acquired Assets set forth on Schedule-Exhibit A.

"*Affiliate*" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

"*Ancillary Agreements*" means the Bills of Sale and all assignment agreements, and other documents and instruments listed on Exhibit B, pursuant to which Seller's right, title or interest in any of the Acquired Assets are transferred to Buyer.

"*Assumed Liabilities*" means: (a) all duties and obligations of Seller under the agreements, contracts, leases, licenses, and other arrangements included with the Acquired Assets; (b) all Liabilities and obligations of Seller for length of service, severance, damages, or pay in lieu of notice, whether arising by contract, statute, common law or otherwise, with respect to the termination of the Transferred Employees; and (c) the Liability owed to VeriSign Global Registry Services; provided, however, that notwithstanding anything to the contrary in this Agreement, the Assumed Liabilities shall not include: (i) any Liability of Seller and/or Seller Subs for or with respect to Taxes, including, without limitation, any Liability of Seller and/or Seller Subs for the unpaid Taxes of any Person under Reg. Section 1.1502-6 (or any similar provision of state, provincial, local, or foreign law), as a transferee or successor, by contract, or otherwise any liability under any tax-sharing, tax allocation or similar agreement; (ii) any Liability arising by reason of any action of any officer, director or employee of Seller or any obligation of Seller and/or Seller Subs to indemnify any Person by reason of the fact that such

Person was a director, officer, employee, or agent of Seller and/or Seller Subs or was serving at the request of any such entity as a partner, trustee, director, officer, employee, or agent of another entity (whether such indemnification is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such indemnification is pursuant to any statute, charter document, bylaw, agreement, or otherwise); (iii) any Liability under any of Seller's and/or Seller Subs' Employee Benefit Plan, Employee Pension Benefit Plan or Employee Welfare Benefit Plan; (iv) any Liability of Seller and/or Seller Subs for costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby; or (v) any Liability or obligation of Seller and/or Seller Subs under this Agreement (or under any side agreement between Seller and/or Seller Subs on the one hand and Buyer and/or Acquisition Sub on the other hand entered into on or after the date of this Agreement).

"Basis" means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or is reasonably likely to form the basis for any specified consequence.

"Buyer Material Adverse Effect" means any event, circumstance, condition, development or occurrence causing, resulting in or having a material adverse effect on the business, financial condition, operations, results of operations or future prospects of Buyer.

"Cash" means cash and cash equivalents (including marketable securities and short term investments) calculated in accordance with GAAP (as defined in Section 3(h)) applied on a basis consistent with the preparation of the Financial Statements (as defined in Section 3(h)).

"Closing Payment" shall mean Four Million Six Hundred Seventy-five Thousand U.S. Dollars (\$4,675,000) in cash.

"COBRA" means the requirements of Part 6 of Subtitle B of Title I of ERISA and Code Section 4980B and of any similar state law.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contracts" means the revenue generating contracts, agreements, leases, license, forms of agreements and other instruments of Seller and/or Seller Subs set forth on Exhibit A; including, without limitation, all forms of (i) Registration Agreements, (ii) Affiliate Partner Agreements, (iii) Referral Partner Agreements, and/or (iv) Global Partner Agreements with HostingRealm, Infinet Net, Doteasy Technology Inc., Keyword Doimains, GetLocalNews.com, In2net Network Inc., InterNed Services, Got.It.Srl, Dynaserve Online, DomainSource.com, Inc., J-NAVI, Electronic Creations Corp., ~~Domain-Domain Names GB~~, Internet Hotline, AboutHyphen.com Inc (BVI), American Educational Music, Inc., Clear Perceptions Marketing, XL Server, THEB.COM, WebNow.

"Customer Lists" shall mean the list of Seller's and Seller Subs' customers attached hereto as Exhibit C.

"DGCL" means the General Corporation Law of the State of Delaware (8 Del. Code §101 et. seq).

"Employee Benefit Plan" shall mean any written or oral plan, agreement or arrangement established for the benefit of Seller's and Seller Subs' employees involving direct or indirect compensation, including without limitation insurance coverage, severance benefits, disability benefits, deferred compensation, bonuses, stock options, stock purchase, phantom stock, stock appreciation or other forms of incentive compensation or post-retirement compensation.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means each entity which is treated as a single employer with Seller for purposes of Code Section 414.

"Escrow Funds" shall mean that amount of cash equal to five percent (5%) of the Purchase Price plus US\$175,000.

"Governmental Entity" means any United States or Canadian federal, state or provincial court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority or agency of the United States, Canada or other foreign country.

"ICANN" means The Internet Corporation for Assigned Names and Numbers.

"Intellectual Property" means all U.S. and foreign, whether proprietary or pursuant to license, as the case may be: (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) registered and unregistered trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) registered and unregistered copyrightable works and copyrights, and all applications, registrations, and renewals in connection therewith; (d) mask works and all applications, registrations, and renewals in connection therewith; (e) trade secrets and confidential business information (including research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, Customer Lists, pricing and cost information, and business and marketing plans and proposals to the extent that any of the foregoing constitute trade secrets or confidential information used in connection with the operation of the Business); (f) computer software programs (including data and related documentation); and (g) copies and tangible embodiments thereof (in whatever form or medium).

"Knowledge" means actual knowledge after reasonable investigation. If not capitalized, "knowledge" means actual knowledge (with no duty of investigation).

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"Material Adverse Change" means a material adverse change in the financial condition, properties, assets (including the Acquired Assets), Liabilities, business, operations or results of operations of a Person, excluding any event, change or effect that primarily results from (1) the execution and delivery or announcement of this Agreement, (2) factors generally affecting the U.S. economy or financial markets or (3) factors generally affecting the industries in which such Person operates.

"Most Recent Balance Sheet" means Seller's balance sheet as of May 31, 2001, appended hereto as Exhibit D.

"Most Recent Financial Statements" means Seller's Financial Statements appended hereto as Exhibit E.

"Multiemployer Plan" has the meaning set forth in ERISA Section 3(37).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Entity (or any department, agency, or political subdivision thereof).

"Purchase Price" shall mean the sum of the Closing Payment plus the value of the Assumed Liabilities.

"Security Act" means the Securities Act of 1933 (as amended).

"Securities Exchange Act" means the Securities Exchange Act of 1934 (as amended).

"Security Interest" means any mortgage, pledge, lien, encumbrance, charge, or other security interest (whether arising by contract or operation of law).

"Seller Material Adverse Change" means a material adverse change in the financial condition, properties, assets (including the Acquired Assets), Liabilities, business, operations or results of operations of Seller or its Subsidiaries, excluding any event, change or effect that primarily results from (1) the execution and delivery or announcement of this Agreement, (2) factors generally affecting the U.S. economy or financial markets or (3) factors generally affecting the industries in which Seller and/or the Seller Subs operate.

"Seller Material Adverse Effect" means any event, circumstance, condition, development or occurrence causing, resulting in or having a material adverse effect on the Acquired Assets or

the business, financial condition, operations, results of operations or future prospects of Seller or its Subsidiaries; provided that such term shall not include effects resulting from (1) the execution and delivery or announcement of this Agreement, (2) factors generally affecting the U.S. economy or financial markets or (3) factors generally affecting the industries in which Seller and/or the Seller Subs operate.

"Subsidiary" means any corporation with respect to which a specified Person (or a Subsidiary thereof) owns a majority of the common stock or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors.

"Tax" means any federal, state, provincial, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party" means any Person or group (as such term is defined in the Securities Exchange Act) other than Buyer, Acquisition Sub, Seller, Seller Subs, Seller Shareholder or any Affiliate thereof.

"Transferred Employees" shall mean those employees who are listed on Exhibit F and who accept employment with Buyer or Acquisition Sub, as the case may be.

2. PURCHASE OF ASSETS.

(a) **Purchase and Sale of Assets.** Upon and subject to the terms and conditions of this Agreement, Buyer and Acquisition Sub agree to purchase from Seller and Seller Subs, and Seller and Seller Subs agree to sell, transfer, convey, and deliver to Buyer and Acquisition Sub, all of the Acquired Assets and Assumed Liabilities at the Closing in consideration of payment of the Purchase Price by Buyer to Seller as provided herein.

(b) **Assumption of Liabilities.** Upon and subject to the terms and conditions of this Agreement, Buyer agrees to assume and become responsible for all of the Assumed Liabilities at the Closing. Buyer will not assume or have any responsibility, however, with respect to any other obligation or Liability of Seller and/or Seller Subs not included within the definition of Assumed Liabilities.

(c) **Allocation.** The Parties agree to allocate the Purchase Price (and all other capitalizable costs) in accordance with the allocation schedule attached hereto as Exhibit G; each

of the Parties agrees to file their respective tax returns and filings on a basis that is consistent with the allocations contained in Exhibit G.

(d) The Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Piper Marbury Rudnick & Wolfe LLP, 1850 Centennial Park Drive, Suite 610, Reston, Virginia, commencing at 10:00 a.m. local time on June 15, 2001, or, if all of the conditions to the obligations of the Parties to consummate the transactions contemplated hereby have not been satisfied or waived by such date, on such mutually agreeable later date as soon as practicable after the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby, but in no event later than June 18, 2001 (the "**Closing Date**"). All rights, title and interests in and to the Acquired Assets and Assumed Liabilities shall pass from Seller and the Seller Subs, as the case may be, to the Acquisition Sub at 11:59:00 p.m. PST on the Closing Date.

(e) Deliveries at the Closing. At the Closing: (A) Seller and Seller Subs will deliver to Buyer and Acquisition Sub the various certificates, instruments, and documents referred to in Section 6(b) below; (B) Seller and/or Seller Subs will execute, acknowledge (if appropriate), and deliver to Buyer and/or Acquisition Sub (1) assignments (including real property and Intellectual Property transfer documents) as expressly described herein in the forms attached hereto as Exhibits H-1 through H- and (2) such other instruments of sale, transfer, conveyance, and assignment as Buyer and its counsel reasonably may request; (C) except as otherwise provided in Section 2(—h), below, Buyer will deliver to Seller the Closing Payment and various certificates, instruments, and documents referred to in Section 6(c) below (D) Buyer and/or Acquisition Sub will execute, acknowledge (if appropriate), and deliver to Seller and/or Seller Subs (1) an assignment and assumption in the form attached hereto as Exhibit I and (2) such other instruments of assumption as Seller and its counsel reasonably may request; and (E) subject to and in accordance with the provisions of Article 8 hereof, the Buyer shall cause to be delivered to the Escrow Agent (as defined in Section 8(b)) the Escrow Funds. The Escrow Funds shall be held in escrow and shall be available to compensate the Buyer for certain damages as provided in Section 8(a) and Article 6. To the extent not used for such purposes, the Escrow Funds shall be released as provided in Article 8.

(f) Further Assurances. At any time and from time to time after the Closing, at Buyer's request and without further consideration, Seller, Seller Subs and Seller Shareholder shall promptly execute and deliver such instruments of sale, transfer, conveyance, assignment, license and confirmation, and take such action, and provide such advice, as Buyer may reasonably request to more effectively transfer, convey and assign to Buyer and/or Acquisition Sub, and to confirm Buyer's and/or Acquisition Sub's title to, all of the Acquired Assets and Assumed Liabilities, to put Buyer and/or Acquisition Sub in actual possession and operating control thereof and all rights with respect thereto and to carry out the purpose and intent of this Agreement.

(g) Taxes. Buyer shall be liable for and shall pay all provincial sales tax and goods and services tax and registration charges and transfer fees properly payable upon and in connection with sale and transfer of the assets by the Seller and the Seller Subs

to the Purchaser.

The Purchase Price will be reduced by an amount equivalent to the sum of all Canadian Federal Goods and Services Taxes, provincial Social Services Taxes, US sales and use taxes, if any, required to be paid with respect to the sale or transfer of the Acquired Assets; provided, however, that such amount shall not exceed US\$10,000. All recording costs and filing fees, if any, required to be paid with respect to the sale or transfer of the Acquired Assets will be paid by the Buyer. The Parties acknowledge that it is their intention that the transactions contemplated herein be treated as a taxable transaction for all purposes under the code and not as a "tax-free reorganization" under Section 368 of the Code.

(h) Notwithstanding any provision to the contrary contained herein, the Buyer shall withhold payment of \$350,000 of the Purchase Price which shall be released to Seller upon satisfactory completion and/or resolution of all of the following conditions precedent: (i) completion of Buyer's satisfactory review of Partner Contracts which shall be completed by Buyer within 30 business days from the earlier of (A) the Closing Date or (B) the date upon which Seller delivers all of the partner agreements to Buyer, (ii) Buyer's receipt of all consents required to assign Contracts listed in Section 3(p) of the Disclosure Schedule, and (iii) receipt of satisfactory evidence of satisfaction of all outstanding tax liabilities which could result in the attachment of Liens upon any of the Acquired Assets.

3. **REPRESENTATIONS AND WARRANTIES OF SELLER, SELLER SUB AND SELLER SHAREHOLDER.**

Each of Seller, Seller Subs and Seller Shareholder represent and warrant to Buyer and Acquisition Sub that the statements contained in this Article 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 3), except as set forth in the disclosure letter accompanying this Agreement and initialed by the Parties (the "*Disclosure Letter*"). The Disclosure Letter will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Article 3.

(a) **Organization of Seller and Seller Subs.** Seller is a corporation duly organized, validly existing and in corporate and tax good standing under the laws of the State of California; Seller Subs is a corporation duly organized, validly existing and in corporate and tax good standing under the laws of Canada. Each of Seller and Seller Subs are duly qualified to conduct business and is in corporate and tax good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification, except where the lack of such qualification would not give rise to a Seller Material Adverse Effect. Each of Seller and Seller Subs have the corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. Each of Seller and Seller Subs have furnished or made available to Buyer true and complete copies of its Articles of Incorporation and By-laws. Neither Seller nor Seller Subs are in default under or in violation of any provision of its Articles of Incorporation or By-laws.

ASSIGNMENT & ASSUMPTION AGREEMENT

This ASSIGNMENT & ASSUMPTION AGREEMENT (the "*Agreement*") is made this 15th day of June, 2001, by and among VeriSign, Inc., a Delaware corporation ("*Buyer*"); Registrars.com Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of Buyer ("*Acquisition Sub*"); Internet Domain Registrars Corp., a California corporation ("*Seller*"); IDR Internet Domain Registrars Corp., a Canadian federally incorporated company and a wholly owned subsidiary of Seller, Domainstore.com Domain Registration Corp., a California corporation and a wholly owned subsidiary of Seller, and Bulkreserve.com Domain Registration Corp., a California corporation and a wholly owned subsidiary of Seller (collectively, the "*Seller Subs*"); and Network Commerce, Inc., the sole shareholder of Seller ("*Seller Shareholder*").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 15, 2001 by and among the Buyer, the Acquisition Sub, the Seller and the Seller Shareholder (the "*Asset Purchase Agreement*"), the Seller and Seller Shareholder have agreed to convey to the Buyer and the Acquisition Sub, and the Buyer and the Acquisition Sub have agreed to accept and assume effective as of the Closing the Acquired Assets (other than the Excluded Assets) and the Assumed Liabilities (each of such terms as defined in the Asset Purchase Agreement);

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer, the Acquisition Sub, the Seller and the Seller Shareholder hereby agree as follows:

1. Capitalized terms used and not otherwise defined in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.
2. Acceptance and Assumption. The Buyer and the Acquisition Sub hereby accept the assignment and transfer of the Acquired Assets (other than the Excluded Assets), and the Buyer and the Acquisition Sub hereby assume and agree to pay, perform and discharge in due course the Assumed Liabilities, but only to the extent that the same arise at or after the Closing Date.
3. Further Assurances. The Buyer and the Acquisition Sub, at any time and from time to time, upon the request of the Seller and the Seller Shareholder, shall perform, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to convey and transfer the Assumed Liabilities to the Buyer and/or the Acquisition Sub.
4. Headings. Headings are for convenience of reference only and shall not in any manner affect the meaning or interpretation of this Agreement.

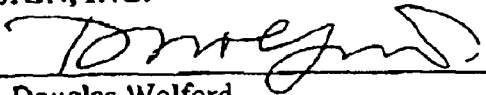
5. Asset Purchase Agreement. This Agreement is entered into pursuant to the Asset Purchase Agreement and is subject to the terms and conditions thereof.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

VERISIGN, INC.

By: 
Name: Douglas Wolford
Title: Senior Vice President

REGISTRARS.COM ACQUISITION CORPORATION

By: 
Name: James M. Ulam
Title: Vice President & Secretary

INTERNET DOMAIN REGISTRARS CORP.

By: _____
Name: Dwayne Walker
Title: Chief Executive Officer

IDR INTERNET DOMAIN REGISTRARS CORP.

By: _____
Name: _____
Title: _____

NETWORK COMMERCE, INC.

By: _____
Name: Dwayne Walker
Title: Chief Executive Officer

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

VERISIGN, INC.

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Name: Douglas Wolford
Title: Senior Vice President

REGISTRARS.COM ACQUISITION CORPORATION

By: _____
Name: James M. Ulam
Title: Vice President & Secretary

INTERNET DOMAIN REGISTRARS CORP.

By: Dwayne Walker
Name: Dwayne Walker
Title: Chief Executive Officer

IDR INTERNET DOMAIN REGISTRARS CORP.

By: _____
Name: William Jo
Title: President

NETWORK COMMERCE, INC.

By: Dwayne Walker
Name: Dwayne Walker
Title: Chief Executive Officer

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VERISIGN, INC.

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Name: Douglas Wolford
Title: Senior Vice President

REGISTRARS.COM ACQUISITION CORPORATION

By: _____
Name: James M. Ulam
Title: Vice President & Secretary

INTERNET DOMAIN REGISTRARS CORP.

By: _____
Name: Dwayne Walker
Title: Chief Executive Officer

IDR INTERNET DOMAIN REGISTRARS CORP.

By: _____
Name: William J. [Signature]
Title: President

NETWORK COMMERCE, INC.

By: _____
Name: Dwayne Walker
Title: Chief Executive Officer

**BULKRESERVE.COM DOMAIN
REGISTRATION CORP.**

By: *Dwayne Walker*
Name: Dwayne Walker
Title: Chief Executive Officer

**DOMAINSTORE.COM DOMAIN
REGISTRATION CORP.**

By: *Dwayne Walker*
Name: Dwayne Walker
Title: Chief Executive Officer

BILL OF SALE

This BILL OF SALE is made, executed and delivered this 15th day of June, 2001, by and among VeriSign, Inc., a Delaware corporation ("**Buyer**"); Registrars.com Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of Buyer ("**Acquisition Sub**"); Internet Domain Registrars Corp., a California corporation ("**Seller**"); IDR Internet Domain Registrars Corp., a Canadian federally incorporated company and a wholly owned subsidiary of Seller, Domainstore.com Domain Registration Corp., a California corporation and a wholly owned subsidiary of Seller, and Bulkreserve.com Domain Registration Corp., a California corporation and a wholly owned subsidiary of Seller (collectively, the "**Seller Subs**"); and Network Commerce, Inc., the sole shareholder of Seller ("**Seller Shareholder**").

WHEREAS, Seller owns the Acquired Assets as such term is defined in the Asset Purchase Agreement of even date herewith by and among Seller, Seller Shareholder, Buyer and the Acquisition Sub (the "**Asset Purchase Agreement**"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller and Seller Shareholder have agreed to sell, transfer and assign the Acquired Assets to Buyer and the Acquisition Sub.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Seller and the Seller Shareholder do hereby sell, transfer and assign unto Buyer and the Merger Sub, their successors and assigns forever, all of Seller's and Seller Shareholder's right, title and interest in and to the Acquired Assets.

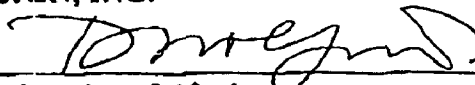
2. Seller and Seller Shareholder hereby represent and warrant to Buyer and the Acquisition Sub that Seller is the sole record and beneficial owner of the Acquired Assets and upon the execution and delivery of this Bill of Sale, Buyer and the Acquisition Sub shall be vested with good and valid title to the Acquired Assets free and clear of any liens, claims, charges, security interests or other encumbrances of any kind.

3. This Bill of Sale and the covenants and agreements contained herein shall be binding upon Seller, the Seller Shareholder and their successors and assigns, and shall inure to the benefit of Buyer, the Acquisition Sub and their successors and assigns.

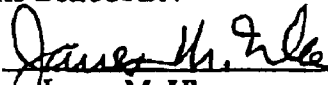
Unless expressly otherwise defined herein, all capitalized but undefined terms contained in this Bill of Sale shall have the meanings prescribed to such terms in the Asset Purchase Agreement.

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

VERISIGN, INC.

By: 
Name: Douglas Wolford
Title: Senior Vice President

REGISTRARS.COM ACQUISITION CORPORATION

By: 
Name: James M. Ulam
Title: Vice President & Secretary

INTERNET DOMAIN REGISTRARS CORP.

By: _____
Name: Dwayne Walker
Title: Chief Executive Officer

IDR INTERNET DOMAIN REGISTRARS CORP.

By: _____
Name: _____
Title: _____

NETWORK COMMERCE, INC.

By: _____
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Title: President

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By: _____
Name: Dwayne Walker
Title: Chief Executive Officer

**BULKRESERVE.COM DOMAIN
REGISTRATION CORP.**

By: Dwayne Walker
Name: Dwayne Walker
Title: Chief Executive Officer

**DOMAINSTORE.COM DOMAIN
REGISTRATION CORP.**

By: Dwayne Walker
Name: Dwayne Walker
Title: Chief Executive Officer