

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office  
**Attorney Docket No.: 034121.2**

**TRADEMARKS ONLY**

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

1. Name of conveying party(ies):  
**Hostcentric, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_

Citizenship (see guidelines) **U.S.A.**

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

2. Name and address of receiving party(ies)

Additional name(s) & address(es) attached?  Yes  No

Name: **Caird Corporation**

Internal  
Address:  
Street Address: **70 Blanchard Road**  
City: **Burlington** State: **Massachusetts** Zip: **01803**  
Country: **U.S.A.**

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)

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: **May 5, 2005**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional sheet(s) attached  Yes  No

B. Trademark Registration No.(s)

**2,550,928**

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Susan M. Freedman, Esq.**  
Firm: **Nixon Peabody LLP**  
Internal Address: **Suite 900**  
Street Address: **401 9<sup>th</sup> Street, N.W.**  
City: **Washington** State: **D.C.** Zip: **20004-2128**  
Phone Number: **(202) 585-8264**  
Fax Number: **(202) 585-8080**  
Email Address: **sfreedman@nixonpeabody.com**

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

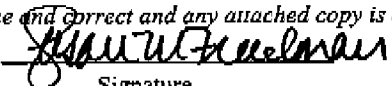
8. Deposit account number: **19-2380**  
Authorized User Name: **Nixon Peabody LLP**

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.*

**Susan M. Freedman, Esq.**  **May 12, 2005**  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22113-1420

CH \$40.00 192380 2550928

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "*Assignment*") is made and entered into effective as of May 5, 2005 ("*Effective Date*") by and among Hostcentric, Inc, a Delaware corporation (the "*Assignor*"), a direct or indirect wholly-owned subsidiary of Interland, Inc. ("*Interland*"), and Caird Corporation, a Delaware corporation ("*Assignee*").

Interland and Assignee have entered into a certain Asset Purchase Agreement of even date herewith (the "*Asset Purchase Agreement*"), pursuant to which Interland is transferring certain Assets (as defined in the Asset Purchase Agreement) to Assignee.

At the request and direction of its parent corporation, Interland, Assignor desires to assign all of its right, title and interest in and to certain trademarks and Assignee desires to acquire the same.

NOW THEREFORE, the parties agree as follows:

- 1. Trademarks and Applications.** Assignor has adopted and used, and is the owner of record of the marks registered in the Patent and Trademark Office ("*PTO*") as described on Exhibit A ("*TRADEMARKS*"). Assignor has intended to use the marks in interstate commerce in the United States and has filed an application with the PTO for those described on Exhibit A ("*APPLICATIONS*").
- 2. Assignment.** Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in, to and under the TRADEMARKS and APPLICATIONS together with the goodwill of the business symbolized thereby to Assignor.
- 3. Miscellaneous.** The terms and covenants of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns. This Assignment shall not be construed to expand or limit the rights, remedies, representations or warranties of the parties under the Asset Purchase Agreement. Any issues related to the construction of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. Any issues related to the TRADEMARKS and APPLICATIONS shall be governed by federal law.

\*\*\*\*Remainder of Page Intentionally Left Blank\*\*\*\*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

HOSTCENTRIC, INC.

REVIEWED  
INLD LEGAL  
TRW

By:  
Name:  
Title:



ASSIGNEE:

CAIRD CORPORATION

By:

Name: Steven K. Sydness  
Title: CEO

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

**ASSIGNOR:**

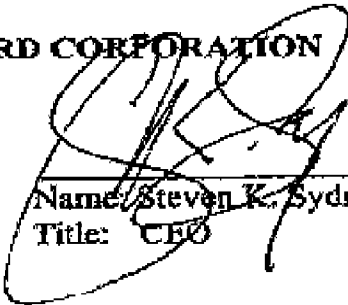
**HOSTCENTRIC, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**CAIRD CORPORATION**

By: \_\_\_\_\_  
Name: Steven K. Sydness  
Title: CEO



**Exhibit A**

**Trademarks and Applications:**

**U.S. Trademark Registrations**

Mark	Registration No.	Date of Issuance (Registration Date)	Owner
VIRTUAL SCAPE	2550928	March 19, 2002	Same as above

**U.S. Trademark Applications**

Mark	Application No.	Owner
NONE		