

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 Technologies, Inc.

Successor -by-Merger to Shaver & Associates, 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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: May 5, 2005

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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,361,456

Additional sheet(s) attached Yes No

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 9th 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)

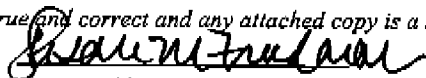
DO NOT USE THIS SPACE

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.

Name of Person Signing



Signature

May 12, 2005

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

TRADEMARK

CH \$40.00 192380 2361456

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 Hostocentric Technologies, Inc, a Delaware corporation and successor by merger to Shaver & Associates, Inc. (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 law principles. Any issues related to the TRADEMARKS and APPLICATIONS shall be governed by federal law.

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

ASSIGNOR:

HOSTCENTRIC TECHNOLOGIES, INC.

By: 
Name:
Title:

ASSIGNEE:

CAIRD CORPORATION

By: _____
Name: Steven K. Sydness
Title: CEO

**REVIEWED
INLD LEGAL
TRU**

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

ASSIGNOR:

HOSTCENTRIC TECHNOLOGIES, INC.

By: _____
Name:
Title:

ASSIGNEE:

CAIRD CORPORATION

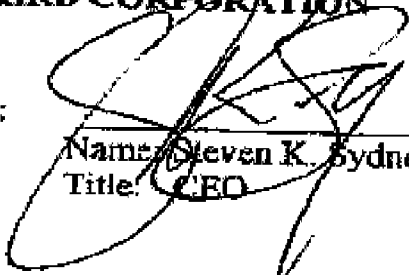
By:  _____
Name: Steven K. Sydness
Title: CEO

Exhibit A

Trademarks and Applications.

U.S. Trademark Registrations

Mark	Registration No.	Date of Issuance (Registration Date)	Owner
WEB2010	2361456	June 27, 2000	<p>Hostcentric Technologies, Inc. (a subsidiary of Hostcentric, Inc.), as ultimate successor by merger to Registered Owner, Shaver & Associates, Inc.</p> <p>NOTE: Current registered owner remains, Shaver & Associates, Inc., since USPTO records were not updated following subsidiary mergers within Interland corporate family.</p>

U.S. Trademark Applications

Mark	Application No.	Owner
NONE		