

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/22/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Leads.com, Inc.		04/22/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Website Pros, Inc.
Street Address:	12735 GranBay Parkway West, Bldg. 200
Internal Address:	Suite 1000
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32258
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3003577	LEADLOGIC
Serial Number:	78275469	LEAD LOGIC
Serial Number:	78578661	LEADS.COM BRINGING CUSTOMERS TO YOUR FRONT DOOR
Serial Number:	78584657	BRINGING CUSTOMERS TO YOUR FRONT DOOR

CORRESPONDENCE DATA

Fax Number: (904)256-0051
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 904-256-3333
 Email: HACaplan@bellsouth.net
 Correspondent Name: Howard Caplan
 Address Line 1: 6260 Dupont Station Court
 Address Line 2: Suite C

OP \$115.00 3003577

Address Line 4: Jacksonville, FLORIDA 32217-2535

ATTORNEY DOCKET NUMBER: 06-33

NAME OF SUBMITTER: Howard A. Caplan

Signature: /s/

Date: 03/03/2006

Total Attachments: 12

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AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

among:

WEBSITE PROS, INC.,
a Delaware corporation;

WSPI ACQUISITION CORP.,
a Delaware corporation;

LEADS.COM, INC.,
a Delaware corporation;

and

CERTAIN SHAREHOLDERS OF LEADS.COM, INC.

Dated as of April 22, 2005

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION ("Agreement") is made and entered into as of April 22, 2005, by and among: WEBSITE PROS, INC., a Delaware corporation ("Parent"); WSPI ACQUISITION CORP., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"); LEADS.COM, INC., a Delaware corporation (the "Company"); and each of Todd Walrath and Tobias Dengel (the "Signing Stockholders"). Certain other capitalized terms used in this Agreement are defined in EXHIBIT A.

RECITALS

A. Parent, Merger Sub and the Company intend to effect a merger (the "Merger") of Merger Sub into the Company in accordance with this Agreement and the Delaware General Corporations Law ("DGCL"). Upon consummation of the Merger, Merger Sub will cease to exist, and the Company will become a wholly owned subsidiary of Parent.

B. It is intended that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

C. This Agreement has been approved by the respective boards of directors of Parent, Merger Sub and the Company.

D. The stockholders listed on EXHIBIT B (the "Stockholders") own a total of 2,217,769 shares of Common Stock of the Company constituting all of the outstanding common stock of the Company.

AGREEMENT

The parties to this Agreement agree as follows:

SECTION 1. DESCRIPTION OF TRANSACTION

1.1 **Merger of Merger Sub into the Company.** Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.3), Merger Sub shall be merged with and into the Company, and the separate existence of Merger Sub shall cease. The Company will continue as the surviving corporation in the Merger (the "Surviving Corporation").

1.2 **Effect of the Merger.** The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL.

1.3 **Closing; Effective Time.** The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Cooley Godward LLP, One Freedom Square, Reston Town Center, Reston, Virginia 20190, at 1:00 p.m. on the date hereof, or at such other time and date as Parent may designate upon not less than five days' prior notice to the Company (the "Scheduled Closing Time"). (The date on which the Closing actually takes place is referred to in this Agreement as the "Closing Date.") Contemporaneously with or as

2.4 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement, except filings required pursuant to federal and state securities laws, which filings will be effected no later than the time such filings are required to be filed, or such other post-closing filings as may be required.

2.5 Litigation. There is no action, suit proceeding or investigation pending or, to the Company's Knowledge, currently threatened against the Company that questions the validity of this Agreement, or the right of the Company to enter into this Agreement, or to consummate the transactions contemplated hereby, or that could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect in the business, properties, affairs, assets, operations or financial condition of the Company, or any change in the current equity ownership of the Company, nor is the Company aware that there is any basis for the foregoing. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or, to the Company's Knowledge, threatened (or any basis therefor known to the Company) involving the prior employment of any of the Company's employees, their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or that the Company intends to initiate.

2.6 Proprietary Information Agreements. Each current and former employee, officer and consultant of the Company has executed a proprietary information and inventions agreement in the forms previously delivered to Parent or its counsel. The Company is not aware that any of its current or former employees, officers or consultants are in violation thereof.

2.7 Patents and Trademarks. The Company has sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights and processes necessary for its business as now conducted and as presently proposed to be conducted without any known conflict with or known infringement of the rights of others. Section 2.7 of the Company Disclosure Schedule contains a complete list of patents and pending patent applications of the Company. There are no outstanding options, licenses, or agreements of any kind relating to the foregoing, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other person or entity, except, in either case, for standard end-user, object code, internal-use software license and support/maintenance agreements. The Company has not received any communications alleging that the Company has violated or, by conducting its business as presently proposed, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity. None of the Company's employees are obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of his or her best efforts to promote the interests of the Company or that would conflict with the Company's business as presently conducted or as presently proposed to be conducted. Neither the execution nor

delivery of this Agreement, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business as presently proposed, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such employees is now obligated. The Company is not utilizing, or believe that it will be necessary to utilize, any inventions of any of its employees (or people it currently intends to hire) made prior to or outside the scope of their employment by the Company other than such inventions as have been assigned to the Company.

2.8 Compliance with Other Instruments. The Company is not in violation or default of any provision of its Certificate of Incorporation or Bylaws, or of any instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound, or, of any material provision of any federal or state statute, rule or regulation applicable to the Company. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or contract or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization, or approval applicable to the Company, its business or operations or any of its assets or properties.

2.9 Agreements; Action.

(a) Except for agreements explicitly contemplated hereby, and except for agreements between the Company and its employees regarding the sale of shares of the Company's Common Stock under the Company's 2004 Stock Plan, there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, affiliates, or any affiliate thereof.

(b) There are no agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Company is a party or by which it is bound that may involve (i) future obligations (contingent or otherwise) of, or payments to the Company in excess of \$50,000 (other than obligations arising from purchase or sale agreements entered into in the ordinary course of business), (ii) the license of any patent, copyright, trade secret or other proprietary right to or from the Company (other than the license of the Company's software and products in the ordinary course of business and other than licenses by the Company of "off the shelf" or other standard products), (iii) provisions restricting or affecting the development, manufacture or distribution of the Company's products or services, or (iv) indemnification by the Company with respect to infringements of proprietary rights (other than indemnification obligations arising from purchase, sale or license agreements entered into in the ordinary course of business).

(c) The Company has not (i) declared or paid any dividends or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred any indebtedness for money borrowed or any other liabilities (other than with respect to dividend obligations, distributions, indebtedness and other obligations incurred in the ordinary course of business or as disclosed in the Company Financial Statements (as defined below)) individually in excess of \$50,000 or, in the case of indebtedness and/or liabilities individually less than \$50,000,

bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

3.5 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Parent is required in connection with the consummation of the transactions contemplated by this Agreement, except (i) the filing of the executed agreement of merger with the Secretary of State of Delaware; and (ii) filings required pursuant to federal and state securities laws, which filings will be effected no later than the time such filings are required to be filed, or such other post-closing filings as may be required.

3.6 Litigation. There is no action, suit proceeding or investigation pending or, to the Parent's knowledge, currently threatened against the Parent that questions the validity of this Agreement or the Escrow Agreement, or the right of the Parent to enter into such agreements, or to consummate the transactions contemplated hereby or thereby, or that could reasonably be expected to result, either individually or in the aggregate, in any material adverse changes in the business, properties, affairs, assets, operations or financial condition of the Parent, or any change in the current equity ownership of the Parent, nor is the Parent aware that there is any basis for the foregoing. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or, to the Parent's knowledge, threatened (or any basis therefor known to the Parent) involving the prior employment of any of the Parent's employees, their use in connection with the Parent's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. The Parent is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Parent currently pending or that the Parent intends to initiate.

3.7 Proprietary Information Agreements. Each current employee, officer and consultant of the Parent has executed a proprietary information and inventions agreement in the forms previously delivered to the Selling Stockholders or their special counsel. The Parent is not aware that any of its employees, officers or consultants are in violation thereof.

3.8 Patents and Trademarks. The Parent has sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights and processes necessary for its business as now conducted and as presently proposed to be conducted without any known conflict with or known infringement of the rights of others. Section 3.8 of the Schedule of Exceptions contains a complete list of patents and pending patent applications of the Parent. There are no outstanding options, licenses, or agreements of any kind relating to the foregoing, nor is the Parent bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other person or entity, except, in either case, for standard end-user, object code, internal-use software license and support/maintenance agreements. The Parent has not received any communications alleging that the Parent has violated or, by conducting its business as presently proposed, would violate any of the patents, trademarks, service marks, trade names, copyrights or trade secrets or other proprietary rights of any other person or entity. The Parent is not aware that any of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or

administrative agency, that would interfere with the use of his or her best efforts to promote the interests of the Parent or that would conflict with the Parent's business as presently proposed to be conducted. Neither the execution nor delivery of this nor the carrying on of the Parent's business by the employees of the Parent, nor the conduct of the Parent's business as presently proposed, will, to the best of the Parent's knowledge, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such employees is now obligated. The Parent does not believe it is utilizing, or will be necessary to utilize, any inventions of any of its employees (or people it currently intends to hire) made prior to or outside the scope of their employment by the Parent other than such inventions as have been assigned to the Parent.

3.9 Compliance with Other Instruments. The Parent is not in violation or default of any provision of its Amended and Restated Certificate Incorporation (the "Restated Certificate") or Bylaws, or of any instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound, or, to the best of its knowledge, of any provision of any federal or state statute, rule or regulation applicable to the Parent. The execution, delivery and performance of this Agreement and the Escrow Agreement, and the consummation of the transactions contemplated hereby and thereby, will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or contract or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Parent or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization, or approval applicable to the Parent, its business or operations or any of its assets or properties.


3.10 Agreements; Action. Except for agreements explicitly contemplated hereby and except for agreements between the Parent and its employees regarding the sale of shares of the Parent's Common Stock under the Option Plan, there are no agreements, understandings or proposed transactions between the Parent and any of its officers, directors, affiliates, or any affiliate thereof.

(b) There are no agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Parent is a party or by which it is bound that may involve (i) future obligations (contingent or otherwise) of, or payments to the Parent in excess of, \$50,000 (other than obligations arising from purchase or sale agreements entered into in the ordinary course of business), (ii) the license of any patent, copyright, trade secret or other proprietary right to or from the Parent (other than the license of the Parent's software and products in the ordinary course of business and other than licenses by the Parent of "off the shelf" or other standard products), (iii) provisions restricting or affecting the development, manufacture or distribution of the Parent's products or services, or (iv) indemnification by the Parent with respect to infringements of proprietary rights (other than indemnification obligations arising from purchase, sale or license agreements entered into in the ordinary course of business).


(c) The Parent has not (i) declared or paid any dividends or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred any indebtedness for money borrowed or any other liabilities (other than with respect to dividend obligations, distributions, indebtedness and other obligations incurred in the ordinary course of

The parties hereto have caused this Agreement and Plan of Merger and Reorganization to be executed and delivered as of April 2, 2005.

WEBSITE PROS, INC.,
a Delaware corporation

By: 

WSPI ACQUISITION CORP.,
a Delaware corporation

By: 

LEADS.COM, INC.,
a Delaware corporation

By: _____

Todd Walrath

Tobias Dengal

Tobias Dengal as
Stockholders' Representative

The parties hereto have caused this Agreement and Plan of Merger and Reorganization to be executed and delivered as of April 22, 2005.

WEBSITE PROS, INC.,
a Delaware corporation

By: _____

WSPI ACQUISITION CORP.,
a Delaware corporation

By: _____

LEADS.COM, INC.,
a Delaware corporation

By: ETWalrath

ETWalrath

Todd Walrath

Tobias Dengel
Tobias Dengel

Tobias Dengel
Tobias Dengel as
Stockholders' Representative

EXHIBIT F

COMPANY DISCLOSURE SCHEDULE

In connection with the AGREEMENT AND PLAN OF MERGER AND REORGANIZATION, dated as of April 22, 2005 (the "Agreement"), by and among WEBSITE PROS, INC., a Delaware corporation ("Parent"); WSPI ACQUISITION CORP., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"); LEADS.COM, INC., a Delaware corporation (the "Company"); and each of Todd Walrath and Tobias Dengel (the "Signing Stockholders") the Company hereby delivers this Company Disclosure Schedule with exceptions to the Company's representations and warranties given in the Agreement. The section numbers in this Company Disclosure Schedule correspond to the section numbers in the Agreement; *provided however*, that any information disclosed herein under any section number shall be deemed to be disclosed under and incorporated in any other section of the Agreement where such disclosure would be appropriate and reasonably apparent. Disclosure of any information or document herein is not a statement or admission that it is material or required to be disclosed herein. References to any document do not purport to be complete and are qualified in their entirety by the document itself. Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Agreement.

2.1 Capitalization.

2.1(d): Pursuant to each Subscription Agreement between the Company and the Stockholders, except the initial investment agreements of the Signing Stockholders, each Stockholder has agreed as follows:

"In the event that: (a) the Board of Directors of the Company agrees to (i) sell all or substantially all of the assets of the Company to a third party or (ii) to merge the Company into or with another Company or legal entity, where, as a result of the merger less than a majority of the combined voting power of the securities outstanding after such merger is held by the holders who held more than a majority of the combined voting power of the voting securities of the Company before the merger, or (b) the holders of a majority of the outstanding stock of the Company approve a sale of assets, a merger or otherwise agree to sell their stock to a third party purchaser, then the Investor agrees to (i) vote in favor of such a transaction; (ii) waive any dissenter's rights that may be available for such a transaction; and (iii) sell all of his Shares on the terms and conditions approved by the board of directors and/or the holders of a majority of the stock of the Company."

2.1(e): In connection with his or her execution of documents in connection with transactions contemplated by the Agreement, each of the Stockholders has represented and warranted to the Company in writing that the Stockholder is an "accredited investor," as that term is defined under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933. The Company has not made any independent investigation or determination regarding such qualification.

2.2 Subsidiaries. The Company owned 100% of the membership interest of The Online Yellow Pages Network, LLC (the "LLC"), a Virginia limited liability company. On April 7, 2005, the Company's Board of Directors approved the dissolution of the LLC. A Certificate of Cancellation of a Domestic Limited Liability Company was filed with the State Corporation Commission of the Commonwealth of Virginia, and the LLC was cancelled on or about April 14, 2005.

2.5 Litigation.

In December 2004, One Stop Auto Parts, Inc. ("One Stop"), a former customer, filed a claim for \$750.00 against the Company in the District Court of Maryland for Anne Arundel County, alleging breach of contract. In February 2005, the Company filed a Notice of Intention to Defend and a Motion to Dismiss the case on the grounds that jurisdiction is not proper in Maryland. On April 13, 2005, the Court granted the Company's Motion and dismissed the case. It is possible that One Stop will re-file the case in a Virginia court.

In March 2005, the Company settled disputed claims with two customers by making partial refunds in exchange for general releases and agreements not to sue. In the matter of J Advertising LLC, policy updates by Yahoo! changed the advertising inventory available for J Advertising's listings. Over an eight-month period, the Company has refunded \$40,000.00 of the \$59,000.00 the customer had paid for listings. In the case of Mr. Locks, Inc., a dispute arose regarding the authority of the customer's employee that entered into the contract with the Company. The Company provided a refund of \$1,800.00 of the total of \$10,800.00 which had been paid to Company.

In August 2004, the Company received a letter from an attorney representing Techmedics, LLC, alleging that the Company had failed to maintain the position of Techmedics' Yahoo! Yellow Pages listings in breach of an alleged promise by Yahoo!. Through its attorney, the customer demanded certain positions for its listings and threatened to pursue litigation if it was not satisfied. The Company worked with Yahoo! and the customer to improve the positions of the listings. To date, neither the Company nor its counsel has received any further communication from Techmedics or its attorney.

In May 2004, Georgette Helton, an employee in the Company's former Roanoke office, sustained an injury from the doors of the elevator in the building where the Company leased office space. Notice of the injury and claims for medical expenses were provided to St. Paul Insurance, the Company's workers compensation carrier (and the insurer of the building). In late January 2005, St. Paul indicated that Ms. Helton had been cleared for part-time work. However, by that time, the Company's Roanoke office had closed.

In March 2005, the Company received notice from the Virginia Workers Compensation Commission that Ms. Helton had been awarded workers compensation and medical benefits. Subject to fulfillment of the workers compensation obligations of the Company and its insurer, Ms. Helton's employment will be terminated due to closure of the Roanoke office. It is possible that Ms. Helton could attempt to seek additional

damages from the Company. To date, Ms. Helton has not asserted any claim against the Company other than for workers compensation.

In the ordinary course of the Company's business and from time to time, the Company and its customers may be engaged in disputes about the Company's services or amounts owed to the Company. Such matters are typically resolved in the ordinary course of business and do not result in claims or litigation. However, it is possible that any such future disputes could lead to claims or litigation against the Company or in claims asserted or litigation initiated by the Company for amounts owed by customers.

In April 2005, the Company received a letter from Practical Growth Inc., a former customer, demanding unspecified damages (in excess of \$75,000.00) for "loss of income and lost [sic] of clients and loss of marketplace goodwill." The letter alleged that the Company made false and misleading statements and failed to perform "promised services." Practical Growth threatened litigation if the Company did not agree to a settlement. The Company had previously refunded all amounts paid by the customer and terminated the relationship after less than one month due the very difficult nature of the customer. The Company does not believe it has any further obligation to the customer.

2.6 Proprietary Information Agreements.

The Company has no record of Confidentiality, Intellectual Property and Non-Competition Agreements for the following former employees: Sales Representatives Jared Baker, Matt Barrett, Marc Gonzalez, Ben Hesson, and Billie Pinson; and Sales Manager Gary Johnson. These individuals do not have any ownership rights to proprietary information currently used in or reasonably necessary to conduct the Company's business as presently conducted or as presently proposed to be conducted.

The Company has no record of an agreement with Katy Kay, a former consultant to the Company. Ms. Kay does not have any ownership rights to proprietary information currently used in or reasonably necessary to conduct the Company's business as presently conducted or as presently proposed to be conducted.

2.7 Patents and Trademarks.

The Company does not own any patents and has no pending patent applications.

The Company has filed the following trademark applications, which are still in the application process:

- Application No. 78275469: "Lead Logic" (Supplemental Register);
- Application No. 78275490: "Lead Logic" (stylized);
- Application No. 78578661: "Leads.com" (stylized);
- Application No. 78584657: "Bringing Customers To Your Front Door".

The Company is party to agreements with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of each of its customers.

End User Software License Agreement with Poorva, Inc., dated January 14, 2004.

Services Agreement with America Online, Inc., dated December 2, 2004.

Call Tracking Customer Service Agreement with eStara, Inc., dated May 24, 2004.

Reseller Agreement with Google Inc., dated January 10, 2005.

Bulk Inclusion Program Service Agreement with InfoSpace Sales LLC, dated August 17, 2004

Insertion Order for LookSmart listings with LookSmart, Ltd, dated January 13, 2004.

The Following agreements with Overture Services, Inc.:

Referral Agreement, dated July 21, 2003;

Master Services Terms and Conditions for Agencies and Resellers, dated June 23, 2004;

Local Match Program Terms Rider for Agencies and Resellers, dated June 23, 2004;

Site Match Xchange Paid Inclusion Program Terms Rider for Agencies and Resellers, dated June 23, 2004, as amended by Revised Rate Card, dated August 17, 2004;

Account Management Tools License Program, Local Agency Universal Script Approval Agreement, dated August 23, 2004.

YP Reseller Agreement with Switchboard Incorporated, dated March 12, 2004.

Customer Billing and Support Services Agreement with Switchboard Incorporated, dated March 4, 2005.

Search and YP Reseller Agreement with www.YellowPages.com, Inc., dated March 10, 2004 (expired as of 3/10/05).

Yellow Pages Reseller Agreement with Yahoo! Inc., dated August 21, 2003, as amended November 13, 2003, February 17, 2004 and August 21, 2004.

Affinity Marketing Agreement with ARTEIS, Inc., dated December 1, 2004.

Affinity Marketing Agreement with Dentisoft, Inc., dated November 9, 2004.