

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Web Service Company, Inc.		11/29/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WDC Holdco Inc.		
<b>Street Address:</b>	1209 Orange St.		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2521314	WEB.COM	
Registration Number:	2430510	WEB DOT COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(805)230-1355		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(805) 230-1350		
<b>Email:</b>	ksarvaiya@socalip.com		
<b>Correspondent Name:</b>	SoCal IP Law Group LLP		
<b>Address Line 1:</b>	310 N. Westlake Blvd., Suite 120		
<b>Address Line 4:</b>	Westlake Village, CALIFORNIA 91362		
<b>ATTORNEY DOCKET NUMBER:</b>	W006-T05427		
<b>NAME OF SUBMITTER:</b>	M. Kala Sarvaiya		
<b>Signature:</b>	/M. Kala Sarvaiya/		
<b>Date:</b>	12/13/2006		

OP \$65.00 2521314

**Total Attachments: 3**

source=TrademarkAssignment#page1.tif

source=TrademarkAssignment#page2.tif

source=TrademarkAssignment#page3.tif

## MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT discloses the chain of title of the following trademarks registrations and common law trademarks (altogether, "the Marks"):

### *Trademark Registrations*

- 1) Registration No. 2521314 for WEB.COM
- 2) Registration No. 2430510 for WEB DOT COM

### *Common Law Trademarks:*

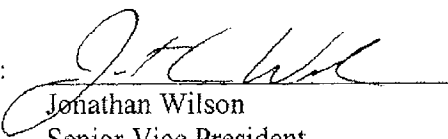
- 3) WEB.COM
- 4) WEB DOT COM

The attached Bill of Sale reflects a trademark assignment made and entered into as of November 29, 2005, by and between Web Service Company, Inc., a California corporation ("Web Service"), and WDC Holdco Inc., a Delaware corporation ("WDC"). The trademark assignment itself was made effective by Web Service and WDC in an Intellectual Property Purchase and Sale Agreement ("IP Agreement") dated November 29, 2005. The IP Agreement provides for, among other things:

- The assignment by Web Service to WDC of Web Service's entire right, title and interest in the Marks, along with the good will of the business in which the Marks are used.
- The assignment by Web Service to WDC of Web Service's entire rights, title and interest in all United States and foreign service marks and service mark registrations and applications and any common law rights owned by Web Service Company, Inc. in the marks WEB.COM and WEB DOT COM, as well as the associated good will therein.

WDC is a wholly-owned subsidiary of Web.com, Inc., a Minnesota corporation. Web.com, Inc. has rights to use the Marks as the parent of WDC.

Dated: December 12, 2006

By:   
Jonathan Wilson  
Senior Vice President  
Legal and Corporate Development  
Web.com, Inc.

## BILL OF SALE

THIS BILL OF SALE is hereby made, executed and delivered as of the \_\_\_\_ day of \_\_\_\_\_ 2005 by Web Service Company, a California corporation (the "Seller") in favor of [Subsidiary], a Delaware corporation (the "Buyer").

**1. Transfer of Domain Name and Service Marks.** For value received, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby grants, bargains, sells, transfers, conveys, assigns and sets over unto the Buyer and its successors and assigns, absolutely and unconditionally and not as security, all of its right, title and interest in and to the Domain Name and the Service Marks. Title to the Domain Name and the Service Marks shall pass to the Buyer upon delivery of this Bill of Sale.

The Domain Name and the Service Marks are being sold with the representations and warranties set forth in the IP Purchase Agreement. No debts, liabilities or obligations of the Seller are assumed hereby.

**2. Power of Attorney.** The Seller hereby constitutes and appoints the Buyer, and its successors and assigns, as the true and lawful attorneys-in-fact of the Seller, with full power of substitution, to institute and prosecute all proceedings, sign and record all instruments and documents, and generally take all other action, in the name and stead of the Seller but on behalf and for the benefit of the Buyer, that the Buyer may deem proper in order to collect, assert or enforce any claim right or title of any kind in or to the Domain Name and the Service Marks or to more effectively convey, transfer and assign to the Buyer and confirm the Buyer's title to the Domain Name and the Service Marks. The Seller agrees that the foregoing power is coupled with an interest and shall be irrevocable by the Seller.

**3. No Modifications; Successors and Assigns.** The Seller, by its execution of this Bill of Sale, and the Buyer, by its acceptance of this Bill of Sale, each hereby acknowledge and agree that neither the representations and warranties nor the rights and remedies of any party under the IP Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument. This instrument shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Seller and the Buyer.

**4. Counterparts.** This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

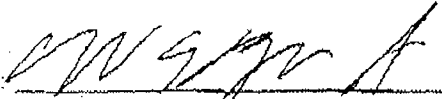
**5. Governing Law.** This Bill of Sale, the rights of the parties hereunder and all action arising in whole or in part under or in connection herewith, shall be construed in accordance with and governed by the domestic substantive laws of the State of California without regard to any choice or conflicts of law rules that would cause the application of the laws of any other jurisdiction.

**6. Definitions.** Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Intellectual Property Purchase and Sale Agreement by and among the Seller, the Buyer, and Interland, inc., a Delaware corporation, dated as of November 28, 2005 (the "IP Purchase Agreement"). In the event of any conflict between any term or condition of

this Bill of Sale and the IP Purchase Agreement, the term and condition of the IP Purchase Agreement shall govern and be binding.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as an instrument under seal as of the date first above written.

WEB SERVICE COMPANY, INC.

By: 

Name: *William E. Bloomfield Jr*

Title: *Chairman*