

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MF Group, LLC		09/07/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners, L.P.		
Street Address:	1 New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2613298	META-DOMAIN	
Serial Number:	76616856	MOREFOCUS	
Serial Number:	75884277	W3COMMERCE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-0669		
NAME OF SUBMITTER:	Anna T Kwan		

OP \$90.00 2613298

900073591

TRADEMARK
REEL: 003515 FRAME: 0246

Signature:

/Anna T Kwan/

Date:

04/04/2007

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 7, 2006 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of the grantors listed on Schedule II hereto (collectively, "Grantors") and **GOLDMAN SACHS CREDIT PARTNERS, L.P.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of September 7, 2006 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NAMEMEDIA, INC.

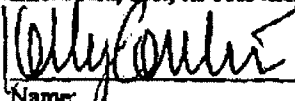
By: 
Name:
Title:

RARE NAMES, INC.

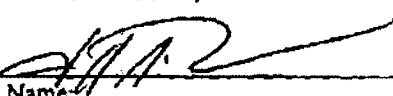
By: 
Name:
Title:

MF GROUP, LLC

By NameMedia, Inc., its sole member


By: 
Name:
Title:

DOMAIN SERVICES, LLC

By: 
Name:
Title:

DOMAINADMINISTRATION.COM, LLC

By NameMedia, Inc., its sole member

By: 
Name:
Title:

IGUIDE, INC.

By: 

Name:

Title:

DOMAIN PARKING SERVICES, LLC

By NameMedia, Inc., its sole member

By: 

Name:


Title:

NY1174472

Signature Page to Trademark Security Agreement

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS, L.P.
as Collateral Agent

By: 
Name: William W. Archer
Title: Managing Director

Signature Page to Trademark Security Agreement

NY1174172

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

NY1174472.4

TRADEMARK
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INTELLECTUAL PROPERTY

(A) Copyrights
None

(B) Copyright Licenses
None

(C) Patents

<u>Debtor/Grantor</u>	<u>Patent Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Status</u>
iGuide, Inc.	09/400.602	9/22/1999	US6298341	Expired for failure to pay maintenance fees
iGuide, Inc.	09/902,114	7/10/2001	US6519589	Issued

(D) Patent Licenses
None.

(E) Trademarks

<u>Debtor/Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Status</u>
iGuide, Inc.	NAMESMEDIA	78859683	4/12/2006		Pending
iGuide, Inc.	SITESENSE	78901624	6/6/2006		Pending
iGuide, Inc.	SITETRADER	78901602	6/6/2006		Pending
iGuide, Inc.	ACTIVEAUDIENCE.COM	78868744	4/25/2006		Pending
iGuide, Inc.	ACTIVEAUDIENCE	78868724	4/25/2006		Pending
iGuide, Inc.	YESDIRECT	78713387	9/15/2005		Abandoned
iGuide, Inc.	NAMEMEDIA	78903222	6/7/2006		Pending
iGuide, Inc.	SEEQ	78524515	11/30/2004	3089673	Registered
iGuide, Inc.	BUYDOMAINS.COM	76459082	10/8/2002	2779271	Registered
iGuide, Inc.	KICK BUTT ... TAKE	76134019	9/22/2000	2573118	Registered

<u>Debtor/Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Status</u>
	NAMES				
iGuide, Inc.	NAMEFIND	76104647	8/8/2000	2519671	Registered
iGuide, Inc.	WHOISPLUS	75868660	12/9/1999	2685144	Registered
iGuide, Inc.	BUYDOMAINS	75868659	12/9/1999		Abandoned
Rare Names, Inc.	IGUIDE	78406389	4/22/2004		Pending
Rare Names, Inc.	IGUIDE	78406339	4/22/2004		Pending
Rare Names, Inc.	IGUIDE	78406299	4/22/2004		Pending
Rare Names, Inc.	SENIOR ZONE	75494336	6/1/1998	2404613	Registered
MF Group, LLC	MOREFOCUS	76616856	10/21/04		Pending
MF Group, LLC	META-DOMAIN	76107561	8/10/00	2613298	Registered
MF Group, LLC	W3COMMERCE	75884277	12/30/99		Abandoned

(F) Trademark Licenses
None.

(G) Trade Secret Licenses
None.

(H) Intellectual Property Exceptions
None.

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT

GRANTORS

Each of the parties listed herein below shall be a Grantor under the Trademark Security Agreement:

1. NameMedia, Inc.
2. RareNames, Inc.
3. MF Group, LLC
4. Domain Services, LLC
5. DomainAdministration.com, LLC
6. iGuide, Inc.
7. Domain Parking Services, LLC

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