Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

10130-4 (3)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Affinity Internet, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Silver Point Finance, LLC, as agent
Internal Address:
Street Address: 2 Greenwich Plaza
City: Greenwich
State: CT
Country: USA Zip: 06830

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

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)/Execution Date(s) :

Execution Date(s) April 3, 2007

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Konrath
Internal Address: Winston & Strawn LLP
Street Address: 35 W. Wacker Dr.
City: Chicago
State: IL Zip: 60601
Phone Number: 312-558-6352
Fax Number: 312-558-5700
Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 540

☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:

Signature 6/20/07 Date

Laura Konrath
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $540.00 232428 78832574

Continuation Item 4

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS REGISTRATIONS

VALUETRAFFIC	U.S.	3205631	02/06/2007	Affinity Internet, Inc.
CREATEIT!	U.S.	3147173	9/26/2006	Affinity Internet, Inc.
AFFINITY (STYLIZED)	U.S.	2729756	6/24/2003	Affinity Internet, Inc.
AFFINITY	U.S.	2705052	4/8/2003	Affinity Internet, Inc.
READYWEB	U.S.	3205632	2/6/2007	Affinity Internet, Inc.
PROMOTEIT!	U.S.	3147172	9/26/2006	Affinity Internet, Inc.
VALUEWEB	U.S.	2793441	12/16/2003	Affinity Internet, Inc.
G DESIGN	U.S.	3193988	1/2/2007	Affinity Internet, Inc.
WHERE EBUSINESS IS EVERYBODY'S BUSINESS	U.S.	2519182	12/18/2001	Affinity Internet, Inc.
BIGSTEP EXPRESS SERVICES	U.S.	2612326	8/27/2002	Affinity Internet, Inc.
HOSTSAVE	U.S.	2627294	10/1/2002	Affinity Internet, Inc.
BIGSTEP.COM	U.S.	2663615	12/17/2002	Affinity Internet, Inc.
TWO HANDS DESIGN	U.S.	2634726	10/15/2002	Affinity Internet, Inc.
WEBSITES-ON-DEMAND[1]	U.S.	2372957	8/1/2000	Affinity Internet, Inc.
ENHANCEIT!	U.S.	3147171	9/26/2006	Affinity Internet, Inc.
MANAGEIT!	U.S.	3161308	10/24/2006	Affinity Internet, Inc.
VALUEWEB[1]	U.S.	2807626	1/27/2004	Affinity Internet, Inc.
POWERFUL TOOLS MAKE POWERFUL PEOPLE[1]	U.S.	2665366	12/24/2002	Affinity Internet, Inc.
AFFINITY	Australia	837520	6/01/2000	Affinity Internet, Inc.
HOSTSAVE	Canada	TMA603021	2/24/2004	Affinity Internet, Inc.
AFFINITY	Canada	TMA615884	7/28/2004	Affinity Internet, Inc.
AFFINITY	Mexico	913578	12/14/2005	Affinity Internet, Inc.
AFFINITY	European Community (CTM)	1723139	7/7/2003	Affinity Internet, Inc.

[1] Although the Mark was assigned to Affinity Internet, Inc., the chain of title was not properly recorded. Hostway Corporation is in the process of correcting the chain of title.

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TRADEMARK APPLICATIONS

GATE.COM	U.S.	78/832574		Affinity Internet, Inc.
TRAFFICZUG	U.S.	78/911630		Affinity Internet, Inc.
PROTECTITI[1]	U.S.	76/607647		Affinity Internet, Inc.

[1] Although the Mark was assigned to Affinity Internet, Inc., the chain of title was not properly recorded. Hostway Corporation is in the process of correcting the chain of title.

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement	Subject Matter
None			

As Licensee

None

As Licensor

None

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Affinity Internet, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit and Guaranty Agreement dated as of April 3, 2007 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, certain subsidiary guarantors from time to time party thererto, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Silver Point Finance, LLC, as administrative agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of April 3, 2007 (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among Grantor, the other grantors party thereto and Silver Point Finance, LLC, as collateral agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third

parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent representing Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

ACKNOWLEDGED:

SILVER POINT FINANCE, LLC,
as Collateral Agent

By: _____
Name: Richard Petrilli
Title: Authorized Signatory

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As Licensee			
None			
As Licensor			
None			

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